LAID ON THE TABLE
APRIL 28, 2009
LADS REPORT PREPARED BY:
Michele Gerardi

1285. Making a SEQRA determination in connection with the proposed replacement of retaining wall at Indian Island Golf Course, Town of Riverhead. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1286. Making a SEQRA determination in connection with the proposed acquisition of land for open space preservation purposes known as the Seatuck Cove – Widenor property, Town of Brookhaven. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1287. Making a SEQRA determination in connection with the proposed improvements to CR 39, North Highway, EIP from CR 38, North Sea Road to NYS 27A Montauk Highway, Phase III, Town of Southampton (CP 5528). (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1288. Establishing the Next Generation Citizens Advisory Board. (Pres. Off.) HEALTH & HUMAN SERVICES

1289. Authorizing use of Smith Point County Beach property by the American Cancer Society, for the Amazedness Kite Fly. (Eddington) PARKS & RECREATION

1290. Adopting Local Law No. -2009, A Local Law to enact a grading policy for food establishments. (Losquadro) HEALTH & HUMAN SERVICES

1291. Appoint member to Hate Crimes Task Force (Laura Ahearn). (Pres. Off.) PUBLIC SAFETY

1292. Appoint member to Hate Crimes Task Force (Reverend Roderick Pearson). (Pres. Off.) PUBLIC SAFETY

1293. Appoint member to Hate Crimes Task Force (Mohsen Elsayed). (Pres. Off.) PUBLIC SAFETY

1294. Appoint member to Hate Crimes Task Force (David Scott Kilminick). (Pres. Off.) PUBLIC SAFETY

1295. Appoint member to Hate Crimes Task Force (Reynolds E. Hawkins, Jr.). (Pres. Off.) PUBLIC SAFETY

1296. Enhancing Administrative Budget Deficit Control for Fiscal Years 2009 and 2010 to proportionately include the Police District Fund 115 in the Budget Mitigation Plan. (Co. Exec.) BUDGET & FINANCE

1297. Authorizing certain technical correction to Adopted Resolution No. 157-2009. (Co. Exec.) WAYS & MEANS

1298. Making a SEQRA determination in connection with the proposed replacement of the irrigation system at Charles R. Dominy County Park a/k/a West Sayville Golf Course, Town of Islip. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1299. Authorizing the use of Southhaven County Park property to hold a free concert for Child Abuse Awareness. (Browning) PARKS & RECREATION

1300. Declaring the second week of May as "Youth Arthritis Awareness Week" in Suffolk County. (D'Amaro) HEALTH & HUMAN SERVICES

1301. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Michael Toscano and Karen Toscano (SCTM No. 0200-962.00-01.00-003.004). (Co. Exec.) WAYS & MEANS

1302. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 808-2009). (Co. Exec.) BUDGET & FINANCE

1303. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Stephen O. Harrison and Deborah Harrison, husband and wife (SCTM No. 0200-026.00-02.00-034.001). (Co. Exec.) WAYS & MEANS

1304. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Felipe C. Paez and Generosa B. Paez, his wife (SCTM No. 0900-079.00-01.00-004.000,0900-098.00-03.00-062.000-0900-098.00-03.00-063.000-0900-098.00-03.00-064.000-0900-098.00-03.00-065.000-0900-098.00-03.00-068.000-0900-219.00-01.00-051.000-0900-250.00-04.00-007.000-0900-250.00-04.00-009.000). (Co. Exec.) WAYS & MEANS

1305. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer by: County Legislature No. 318-2009. (Co. Exec.) BUDGET & FINANCE

1306. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Southampton for affordable housing purposes. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1307. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jeong Bok Kang (SCTM No. 0100-023.00-02.00-001.000). (Co. Exec.) WAYS & MEANS

1308. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer by: County Legislature No. 319-2009. (Co. Exec.) BUDGET & FINANCE

1309. Authorizing use of Smith Point County Park property by Mastic Beach Fire Department, Inc., for Public-Safety Services Fund Drive. (Browning) PARKS & RECREATION

1310. Establishing mandatory ethics training for Suffolk County Employees and Elected Officials. (Beedenbender) WAYS & MEANS

1311. Adopting Local Law No. -2009, A Local Law to implement a Red Light Camera Program. (Lindsay) PUBLIC SAFETY

1312. Amending the 2009 Capital Program and Budget and appropriating funds for the purchase of furniture and equipment for the New Fourth Precinct (CP 3184). (Nowick) PUBLIC SAFETY

1313. Establishing an application fee waiver policy for Civil Service Examinations for volunteers in the Suffolk County Community Emergency Response Team. (Browning) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1314. Adopting Local Law No. -2009, A Local Law to authorize a County Registry for Domestic Violence Offenders. (Gregory) PUBLIC SAFETY

1315. Authorizing planning steps for the acquisition of land under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007 (Shaw property, Forge River watershed – Town Brookhaven). (Romaine) ENVIRONMENT, PLANNING & AGRICULTURE

1316. Adopting Local Law No. -2009, A Local Law to clarify seven day rule requirements. (D'Amaro) WAYS & MEANS

1317. To improve and strengthen the consultant procurement process in Suffolk County. (Lindsay) WAYS & MEANS

1318. Authorizing the transfer of certain property to Suffolk County Department of Public Works. (Co. Exec.) WAYS & MEANS

1319. Authorizing the transfer of certain properties to Suffolk County Department of Parks, Recreation and Conservation. (Co. Exec.) WAYS & MEANS

1320. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 809-2009). (Co. Exec.) BUDGET & FINANCE

1321. Accepting and appropriating recaptured adult, dislocated worker and youth funds from the New York State Department of Labor for the Workforce Investment Act (WIA) Program. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1322. Accepting and appropriating adult incentive grant funds from the New York State Department of Labor for the Workforce Investment Act (WIA) Program. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1323. Accepting and appropriating additional TAA Training Funds. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1324. Accepting and appropriating American Recovery and Reinvestment Act funding from the New York State Department of Labor under the Workforce Investment Act (WIA) Program. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1325. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Gemeron, LLC (SCTM NO. 0200-853.00-01.00-068.000). (Co. Exec.) WAYS & MEANS

1326. Approving the appointment of a relative of an acting Supreme Court Judge in the Suffolk County Treasurer's Office (Emily E. Hudson). (Lindsay) WAYS & MEANS

1327. Adopting Local Law No. -2009, A Charter Law to establish a new process for adopting the Suffolk County Community College Operating Budget. (Horsley) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1328. Making a SEQRA determination in connection with the proposed construction of highway maintenance facilities, salt storage building, CP 5048, Hampton Bays, Town of Southampton. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1329. To approve the lease of two (2) additional fifteen (15) passenger vans in the Suffolk County Department of Labor, in compliance with Local Law No. 20-2003. (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1330. Accepting and appropriating a grant in the amount of $26,000 in Federal pass-through funds from the New York State Division of Criminal Justice Services for the support of the Suffolk County Police Department's Second Precinct Community Support 2009 Grant Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1331. Authorizing the filing of a grant application on behalf of the Disabled American Veterans (DAV) for federal capital assistance for the purchase of vans for its transportation program. (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1332. Amending Resolution No. 186-2009, authorizing funding for Suffolk County Cultural Programming for 2009. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1333. Accepting and appropriating a grant in the amount of $100,000 in Federal pass-through funds from the New York State Division of Criminal Justice Services for the support of the Suffolk County Police Department's North Bellport – East Patchogue – Patchogue Task Force Grant Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1334. Authorizing the creation of a blanket utility easement for use by selected utility service purveyors at Francis S. Gabreski Airport. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1335. Authorizing public hearings pursuant to Article 2 of the Eminent Domain Procedure Law of the State of New York in connection with the acquisition of properties to be acquired for intersection improvements on C.R. 3, Pinelawn Road/Wellwood Avenue, Towns of Babylon and Huntington, Suffolk County, New York (CP 5510). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1336. Authorizing use of the Long Island Maritime Museum by the Sayville Rotary Club for the Annual Beefsteak Fundraiser. (Pres. Off.) PARKS & RECREATION

1337. Authorizing use of Long Island Maritime Museum property by Friends of Bradstock for a Music and Arts Festival Fundraiser. (Pres. Off.) PARKS & RECREATION

1338. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) – open space component – for the Village of Greenport property (Clark's Beach, Town of Southold) (SCTM No. 1000-040.00-01.00-023.000 p/o). (Romaine) ENVIRONMENT, PLANNING & AGRICULTURE

1339. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Michael Matassa, Jr. and Caryn Matassa, his wife (SCTM No. 0500-223.00-02.00-022.001 n/k/a 022.005). (Co. Exec.) WAYS & MEANS

1340. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jamie Janiszewski (SCTM No. 0103-023.00-02.00-032.000). (Co. Exec.) WAYS & MEANS

1341. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Juan Carlos Donis (SCTM No. 0500-079.00-02.00-082.000). (Co. Exec.) WAYS & MEANS

1342. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Theodore F. Ziegler, as surviving tenant by the entirety (SCTM No. 0300-103.00-11.00-001.000). (Co. Exec.) WAYS & MEANS

1343. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Clifford Serafine (SCTM No. 0200-033.00-02.00-016.000). (Co. Exec.) WAYS & MEANS

1344. To amend Resolution No. 905-2008 "To enhance consumer responsibility and ensure depositories informed transactions (credit) in Suffolk County". (Horsley) BUDGET & FINANCE

1345. Authorizing certain technical correction to Adopted Resolution No. 485-2008. (Co. Exec.) WAYS & MEANS

1346. Appointing Thomas J. Germano to the Suffolk County Community College Board of Trustees. (Pres. Off.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1347. Adopting Local Law No. -2009, A Local Law banning e-cigarettes in Suffolk County. (Cooper) HEALTH & HUMAN SERVICES

1348. Reappointing William D. Moore to the Suffolk County Community College Board of Trustees. (Romaine) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1349. Declaring May "Motorcycle Safety Awareness Month" in Suffolk County. (Eddington) PUBLIC SAFETY

1350. Authorizing the conveyance of County-owned surplus unused right-of-way fronting a parcel of land to Michael and Jean Carr (SCTM No. 0200-726.00-07.00-006.000) pursuant to Section 125 of the New York State Highway Law. (Beedenbender) PUBLIC WORKS & TRANSPORTATION

1351. Utilizing County assets to address budgetary shortfalls. (Viloria-Fisher) BUDGET & FINANCE

1352. Establishing a policy to aid families seeking child care assistance. (Lindsay) HEALTH & HUMAN SERVICES

1353. Authorizing use of Smith Point County Park property by Mastic Beach Ambulance Company for "Help Us Save You Program". (Browning) PARKS & RECREATION

1354. To clarify the recent increase in parks fees authorized under Resolution No. 33-2009. (Romaine) PARKS & RECREATION

1355. Designating the second week in February as "Duchenne Muscular Dystrophy Awareness Week" in Suffolk County. (Cooper) HEALTH & HUMAN SERVICES

1356. Appropriating funds through the issuance of serial bonds for the expansion and improvements to Suffolk County Sewer District No. 18 Hauppauge Industrial (CP 8126). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1357. Amending Resolution No. 202-2007 in connection with improvements at Raynor Beach County Park (CP 7175). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1358. Transferring and appropriating living wage contingency funds to the Federation of Organization for the NYS Mentally Disabled, Inc., Respite Fee Subsidy. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1359. Approving planning steps for the acquisition of Farmland Development Rights – March 2009. (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1360. Amending the 2009 Adopted Operating Budget to accept and appropriate additional 100% State Aid from the New York State Office of Mental Health for a Cost Of Living Adjustment (COLA) and to transfer funding from Maryhaven Center of Hope to Federation of Organizations for the provision of transportation services. (Co. Exec.) HEALTH & HUMAN SERVICES

1361. Amending the 2009 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health to Brookhaven Memorial Hospital Center. (Co. Exec.) HEALTH & HUMAN SERVICES

1362. Accepting and appropriating 100% federal pass-through grant funds from the NYS Office of Homeland Security (OHS) in the amount of $45,000 for "Operation Shield" under Homeland Security Grant Program (HSGP) to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1363. Amending the Adopted 2009 Operating Budget to transfer funds from Fund 477 Water Quality Protection, from the program ending November 30, 2007, amending the 2009 Capital Budget and Program, and appropriating funds in connection with stormwater remediation to County Road 36, South County Road, at Patchogue and Bellport Bays, Phase I, Town of Brookhaven (CP 8240.321). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1364. Amending Chapter 631, Article I of the Suffolk County Code. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1365. Appropriating DWI Seizure Funding to further support the Suffolk County Special Traffic Options Program for Driving While Intoxicated (STOP-DWI) Program in its efforts to educate the public on the dangers of driving while intoxicated and to work with Suffolk County Law Enforcement Personnel to eliminate drunk drivers from our highways. (Co. Exec.) PUBLIC SAFETY

1366. Amending the 2009 Capital Budget and Program and appropriating funds in connection with the reconstruction of CR 67, Motor Parkway from North Service Road of LIE (Exit 55) to Veterans Memorial Highway (NYS 454), Town of Islip, Phase I, replace bridge at LIE (CP 5172, PIN 075614). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1367. Amending the 2009 Capital Budget and Program and appropriating funds in connection with dredging of County waters (CP 5200). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1368. Amending the 2009 Capital Budget and Program and appropriating funds in connection with rehabilitation of various bridges and embankments (CP 5850). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1369. Appropriating funds in connection with the traffic signal improvements on various County roads (CP 5054). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1370. Appropriating funds in connection with improvements to County Center C-001, Riverhead (CP 1643). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1371. Appropriating funds in connection with the purchase of heavy duty vehicles for the Police Department (CP 3135). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1372. Authorizing a lease agreement with Rechler at Gabreski LLC, for use of property at Francis S. Gabreski Airport. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1373. To readjust, compromise and grant refunds and chargebacks on correction or errors/County Treasurer by: County Legislature No. 320-2009. (Co. Exec.) BUDGET & FINANCE

1374. Authorizing the acquisition of Farmland Development Rights under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) for the Hilty property – Hilty Horse Farm Town of Riverhead – (SCTM No. 0600-045.00-01.00-013.002 p/o). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1375. Authorizing acquisition of land under the Old Suffolk County Drinking Water Protection Program [C12-5(E)(1)(b)] – for the Long Island Realty Company property – Pine Barrens Core - Town of Brookhaven (SCTM No. 0200-461.00-03.00-027.000). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1376. Authorizing the acquisition of Farmland Development Rights under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) for the Delea, F. Sasso and estate of E. Sasso property – Delea Sod Farm Town of Riverhead – (SCTM No. 0600-017.00-05.00-004.005 p/o). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1377. Reappointing Steve H. Gittelman, Ph.D., as a member of the Suffolk County Vanderbilt Museum Commission (Trustee No. 11). (Cooper) PARKS & RECREATION

HOME RULE MESSAGES

HR.07 Requesting the State of New York to authorize the County of Suffolk to establish a wireless surcharge (Senate Bill S.4026 and Assembly Bill A.7336). (Horsley)

HR.08 Requesting the State of New York to authorize the County of Suffolk to extend a temporary one-percent sales and compensating use tax rate (Senate Bill S.4024 and Assembly Bill A.7335). (Pres. Off.)

1285

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by the Presiding Officer

RESOLUTION NO. -2009, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED REPLACEMENT OF RETAINING WALL AT INDIAN ISLAND GOLF COURSE, TOWN OF RIVERHEAD

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Replacement of Retaining Wall at Indian Island Golf Course, Town of Riverhead", pursuant to Section 6 of Local Law No. 22-1985 which project seeks to replace an existing retaining wall located along green number five (5) at Indian Island Golf Course; and

WHEREAS, at its March 18, 2009 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Parks, Recreation and Conservation in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(2) and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated March 19, 2009 of said recommendations; and

WHEREAS, Section 279-5(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 this Legislature hereby determines that the Proposed Replacement of Retaining Wall at Indian Island Golf Course, Town of Riverhead constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(2) and Chapter 279 of the Suffolk County Code, which project involves the replacement, rehabilitation or reconstruction, in-kind, on the same site, of an existing retaining wall; and be it further

2nd **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

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(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:

1286

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by the Presiding Officer

RESOLUTION NO. -2009, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED ACQUISITION OF LAND FOR OPEN SPACE PRESERVATION PURPOSES KNOWN AS THE SEATUCK COVE – WIDENOR PROPERTY, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Acquisition of Land for Open Space Preservation Purposes Known as the Seatuck Cove – Widenor Property, Town of Brookhaven", pursuant to Section 6 of Local Law No. 22-1985 which project involves the acquisition of 2.5 acres of land by Suffolk County for open space preservation purposes; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Planning and subsequently sent out to all concerned parties; and

WHEREAS, at its March 19, 2009 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Planning; and

WHEREAS, the CEQ recommended that the above activity be considered an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated March 19, 2009 of said recommendations; and

WHEREAS, Section 279-5(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 this Legislature hereby determines that the Proposed Acquisition of Land for Open Space Preservation Purposes Known as the Seatuck Cove - Widenor Property, Town of Brookhaven constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 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 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 use of the subject parcel is passive recreation; and

3) If not acquired, the property will most likely be developed for residential purposes; incurring far greater environmental impact than the proposed acquisition and preservation of the site would have;

and be it further

2nd **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

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(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:

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County Executive of Suffolk County

Date:

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1287

Intro. Res. No. -2009 Laid on Table 4/28/09
Introduced by the Presiding Officer

RESOLUTION NO. -2009, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO CR 39, NORTH HIGHWAY, EIP FROM CR 38, NORTH SEA ROAD TO NYS 27A MONTAUK HIGHWAY, CP 5528 PHASE III, TOWN OF SOUTHAMPTON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Improvements to CR 39, North Highway, EIP from CR 38, North Sea Road to NYS 27A Montauk Highway, CP 5528 Phase III, Town of Southampton", pursuant to Section 6 of Local Law No. 22-1985 which project consists of drainage modifications/improvements, minor pavement widening of+/- 3ft. to accommodate 1 eastbound through travel lane and 6ft. shoulders, as well as, limited new curb and sidewalks to fill in existing gaps to provide continuous sidewalk. All work will be done within the existing rights of way; 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 two representatives with Dunn Engineering Associates and subsequently sent out to all concerned parties; and

WHEREAS, at its March 18, 2009 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 an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated March 19, 2009 of said recommendations; and

WHEREAS, Section 279-5(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 this Legislature hereby determines that the Proposed Improvements to CR 39, North Highway, EIP from CR 38, North Sea Road to NYS 27A Montauk Highway, CP 5528 Phase III, Town of Southampton constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 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 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 proposal 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;

3) The parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; no high groundwater and no unmanageable slopes);

4) Roadway drainage will be improved and potential flooding alleviated;

5) Traffic congestion will be mitigated and air quality improved; and

6) All work will be done within the existing rights of way;

and be it further

2nd **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

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(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:

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County Executive of Suffolk County

Date:

s:\res\s-north-sea-road

1288

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, ESTABLISHING THE NEXT GENERATION CITIZENS ADVISORY BOARD

WHEREAS, the youth of Suffolk County will provide the future leaders of our community and yet young people are, to a large degree, disengaged from the political process and civic affairs; and

WHEREAS, it is important to encourage the civic engagement and participation in government among our younger residents in order to prepare them for their future roles; and

WHEREAS, today's government leaders could also benefit from more exposure to the unique perspectives of young people; and

WHEREAS, input provided by young people on the issues that impact them most may provide Suffolk County with new and innovative ideas on how to address their concerns; and

WHEREAS, Suffolk County seeks to work with various constituent groups to ensure that the needs of all County residents are met; now, therefore be it

1st **RESOLVED**, that the Suffolk County Next Generation Citizens Advisory Board is hereby created for the following purposes:

A. To discuss issues of importance and relevance to the youth and young adult community of Suffolk County;

B. To advocate on behalf of youth and young adult residents of Suffolk County, focusing primarily on issues of importance to today's youth;

C. To encourage civic participation at all levels of government by the young residents of Suffolk County; and

D. To improve communication and understanding between the younger generation of Suffolk County residents and Suffolk County government;

and be it further

2nd **RESOLVED**, that the Suffolk County Next Generation Citizens Advisory Board shall consist of thirty six (36) members, to be selected as follows:

A. Each Legislator shall select two (2) young people in the traditional high school and college age range from their respective districts;

B. Each young person selected by a Legislator must be a Suffolk County resident at the time of their appointment;

C. Each young person selected to be a representative on the Advisory Board shall be notified of their appointment via a letter from their appointing Legislator;

and be it further

3rd **RESOLVED**, that the terms of office shall commence upon appointment and the members shall serve at the pleasure of the appointing Legislator, however no member shall be over twenty-one (21) years of age; and be it further

4th **RESOLVED**, that the Board shall be chaired and overseen by the Director of the Suffolk County Youth Bureau; and be it further

5th **RESOLVED**, that the members of said Board shall serve without compensation; and be it further

6th **RESOLVED**, that the Board shall hold regular quarterly meetings, keep a record of all its proceedings, and determine the rules of its own proceedings with special meetings to be called by the chairperson upon his or her own initiative or upon receipt of a written request therefore signed by at least seven (7) members of the board. Written notice of the time and place of such special meetings shall be given by the secretary to each member at least four (4) days before the date fixed by the notice for such special meeting; and be it further

7th **RESOLVED**, that the Board may submit requests to the Suffolk County Youth Bureau for approval for the provision of secretarial services, travel expenses or retention of consultants to assist the Board with such endeavors, said total expenditures not to exceed five thousand dollars ($5,000) per fiscal year, which services shall be subject to legislative approval; and be it further

8th **RESOLVED**, that clerical services involving the month to month operation of this Board, as well as supplies and postage as necessary, will be provided by the staff of the County Youth Bureau; and be it further

9th **RESOLVED**, that this Board shall, through the Director of the Youth Bureau, submit a written annual report of its activities as well as recommendations for action, if any, to each member of the County Legislature and the County Executive no later than January 31st of each year, for the prior calendar year activities, for consideration, review and appropriate action, if necessary, by the entire County Legislature.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-next generation citizen advisory board

1289

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Eddington

RESOLUTION NO. -2009, AUTHORIZING USE OF SMITH POINT COUNTY BEACH PROPERTY BY THE AMERICAN CANCER SOCIETY, FOR THE AMAZEDNESS KITE FLY

WHEREAS, the American Cancer Society would like to host an event called the Amazedness Kite Fly at Smith Point County Beach; and

WHEREAS, the Amazedness Kite Fly will be held on Saturday, September 19, 2009 from 9:00 a.m. to 8:00 p.m., with a rain date of Saturday, September 26, 2009; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured has been provided by the American Cancer Society; and

WHEREAS, the use of County property for the Amazedness Kite Fly would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, more particularly Smith Point County Beach, on Saturday, September 19, 2009 from 9:00 a.m. to 8:00 p.m., with a rain date of Saturday, September 26, 2009, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured by the County of Suffolk from the American Cancer Society and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, the American Cancer Society must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the Amazedness Kite Fly by the American Cancer Society at Smith Point County Beach; and be it further

4th **RESOLVED**, that the American Cancer Society shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law,

Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-smith-point-amazedness-kite-fly

1290
Intro. Res. No. -2009 Laid on Table 4/28/09
Introduced by Legislator Losquadro

RESOLUTION NO. -2009, ADOPTING LOCAL LAW NO. -2009, A LOCAL LAW TO ENACT A GRADING POLICY FOR FOOD ESTABLISHMENTS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2009, a proposed local law entitled, "**A LOCAL LAW TO ENACT A GRADING POLICY FOR FOOD ESTABLISHMENTS**" now, therefore, be it

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

LOCAL LAW NO. -2009, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ENACT A GRADING POLICY FOR FOOD ESTABLISHMENTS

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the Suffolk County Department of Health Services regulates food establishments to prevent the consumption of unwholesome food and thereby protect the health and safety of Suffolk County residents.

This Legislature also finds that in order to properly carry out its regulatory function, the Department of Health Services regularly inspects food establishments to ensure that they are operating in clean and sanitary conditions and are in compliance with the New York State and Suffolk County Sanitary Codes.

This Legislature further finds and determines that the Department of Health Services' inspection findings are recorded on an inspection report form and furnished to the food establishment; this form is available to patrons upon request.

This Legislature determines that the information contained in the Department's inspection reports should be more readily available to consumers in an easy-to-understand format.

This Legislature finds that several municipalities around the country have enacted ordinances establishing a scoring system that is posted at or near the entrance to food establishments so that consumers may make more informed decisions when dining out.

This Legislature also determines that the Department of Health Services should establish such a scoring system for food establishments operating in Suffolk County.

Therefore, the purpose of this local law is to authorize and direct the Department of Health Services to adapt its food establishment inspection form to incorporate a scoring system and to require the posting of the grade at the entrance to the food establishment.

Section 2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

"DEPARTMENT" shall mean the Suffolk County Department of Health Services.

"FOOD ESTABLISHMENT" is defined as any place where food is prepared, mixed, cooked, baked, handled, stored, provided, sold or offered for sale, including but not limited to, any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order café; delicatessen; luncheonette; grill; tearoom; sandwich shop; soda fountain; tavern; bar; cocktail lounge; night club; roadside stand; take-out prepared food place; industrial feeding establishment; catering kitchen; commissary; bakery; vehicle including boat, food stand; or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere.

"COMMISSIONER" shall mean the Commissioner of the Suffolk County Department of Health Services.

"INSPECTION" shall mean an evaluation of a food establishment conducted on site by the Department.

"INSPECTION REPORT FORM" shall mean the written report prepared and copy issued to a food establishment provided by the Department after conducting any inspection to determine compliance with all applicable Federal, State, and local laws and regulations relating to the protection of public health.

"INSPECTION SUMMARY REPORT" shall mean a card that is posted at the conclusion of the inspection which is based on the results from the Inspection Report form. The Inspection Summary Report will indicate a letter grade or numeric score.

Section 3. Food Establishment Grading System.

The Commissioner shall incorporate in the Department's Inspection Report Form a scoring system which shall be used to create an Inspection Summary Report for food establishments, in accordance with the following guidelines:

1.) The letter "A" shall indicate a final score of 90% or higher.
2.) The letter "B" shall indicate a final score of less than 90% but not less than 80%.
3.) The letter "D" shall indicate a final score of less than 80% but not less than 75%.
4.) The letter "F" shall be indicated for a final score of less than 75%.

Section 4. Posting Requirements.

A.) The Inspection Summary Report shall be posted at a food establishment by the Department upon completion of an inspection at or near each entrance to the food establishment used by its patrons or in a conspicuous place selected by the Department.

B.) The size of the letter grade shall be in capital letters not less than 3 inches in height and width.

Section 5. Inspection Summary Report – Period of Validity.

An Inspection Summary Report shall remain valid until the Department completes the next inspection of the food establishment.

Section 6. Applicability.

A.) The provisions of this law shall not supersede or otherwise impair the powers or enforcement remedies afforded the Department under the New York State Sanitary Code or the Suffolk County Sanitary Code.

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

Section 7. Rules and Regulations.

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

Section 8. 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 9. 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 10. Effective Date.

This law shall take effect on the one hundred eightieth (180th) day immediately subsequent to filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

S:\laws\l-restaurant-grading-refile

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1290

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: April 3, 2009

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2009

TITLE: A LOCAL LAW TO ENACT A GRADING POLICY FOR FOOD ESTABLISHMENTS

SPONSOR: LEGISLATOR LOSQUADRO AND PRESIDING OFFICER LINDSAY

DATE OF RECEIPT BY COUNSEL: 4/3/09 **PUBLIC HEARING:** 5/12/09

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

Enactment of this local law would create a food establishment[1] letter scoring system based on Department of Health Services inspections.

If this law is enacted, the Department of Health Services would be required to incorporate a scoring system into the Department's Inspection Report Form for food establishments using the following guidelines:

1.) The letter "A" to indicate a final score of 90% or higher.
2.) The letter "B" to indicate a final score of less than 90% but not less than 80%.
3.) The letter "D" to indicate a final score of less than 80% but not less than 75%.
4.) The letter "F" to be indicated for a final score of less than 75%.

An Inspection Summary Report issued by the Department upon completion of an inspection shall be posted at or near each entrance to a food establishment used by its patrons or in a conspicuous place selected by the Department, and shall remain valid until the Department completes the next inspection.

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[1] "FOOD ESTABLISHMENT" is defined as any place where food is prepared, mixed, cooked, baked, handled, stored, provided, sold or offered for sale, including but not limited to, any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order café; delicatessen; luncheonette; grill; tearoom; sandwich shop; soda fountain; tavern; bar; cocktail lounge; night club; roadside stand; take-out prepared food place; industrial feeding establishment; catering kitchen; commissary; bakery; vehicle including boat, food stand; or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere.

The provisions of this law shall not supersede or otherwise impair the powers or the enforcement remedies afforded the Department of Health Services under the New York State Sanitary Code or the Suffolk County Sanitary Code.

This law would take effect 180 days subsequent to its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-restaurant-rating

1291

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, APPOINT MEMBER TO HATE CRIMES TASK FORCE (LAURA AHEARN)

WHEREAS, Resolution No. 31-2009 established a Hate Crimes Task Force to examine the sources of racial tension in the County, to study and analyze the mechanisms used to report hate crimes in the County, and provide recommendations on current hate crime legislation; and

WHEREAS, Resolution No. 31-2009 provides that two members of the Task Force shall represent the community-at-large; now, therefore, be it

RESOLVED, that Laura Ahearn of Stony Brook, is hereby appointed as a member of the Suffolk County Hate Crimes Task Force, as one of the community-at-large representatives, to serve at the pleasure of the Suffolk County Legislature.

DATED:

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

s:\res\r-appt-hate-crimes-tf-ahearn

1291

Laura A. Ahearn, L.M.S.W.

Telephone

Stony Brook, New York 11790

EDUCATION:

Masters in Social Work
State University of New York at Stony Brook, School of Social Welfare
W. Burghardt Turner Fellow, 1997

Bachelor of Business Administration
Dowling College, Oakdale, New York
National Honor Society. National Dean's List. May 1987,

City University of London, London, England.
European Business Studies

AWARDS:

United States Congressional Recognition, New York State Senate Woman of Distinction Outstanding Victim Advocate Award – New York State Crime Victims Board, Multiple Legislative and Citation Recognition Awards, Newsday Everyday Hero, Child Abuse and Neglect Leadership in Community Education, Woman Of The Year, IBM Suggestion Awards (7)

PUBLICATIONS/BOOKS:

Book: *Megan's Law Nationwide and the Apple of My Eye Childhood Sexual Abuse Prevention Program*

Published Multiple Opinion/Editorial Articles

INTERNSHIPS/VOLUNTEER:

HEALTH HOUSE – A Woman's Resource Center
Provided individual, family and group counseling for client's ranging in age from 16 to the elderly. Arrange for support and referrals for concrete and community services, education and vocational, medical, child care and legal issues.

UNIVERSITY HOSPITAL EMERGENCY ROOM VOLUNTEER – 296 Hours
Assisted Physicians and Nursing staff by providing patient and family support.

ASSOCIATIONS CURRENT OR PRIOR AFFILIATIONS:

American Association of University Women, National Association for Play Therapy, National Association of Social Workers, National Organization For Women

REFERENCES:

Furnished Upon Request

Laura A. Ahearn, L.M.S.W. 1291

Telephone

Stony Brook, New York 11790

CURRENTLY

06/98 – Present: **EXECUTIVE DIRECTOR**

PARENTS FOR MEGAN'S LAW (PFML)
Founded community and victims' rights organization dedicated to the prevention and treatment of sexual abuse. Develop, obtain funding for, implement and manage programs and staff which provide advocacy, age specific prevention education and crime victim's services and treatment. Author, coordinate and or present leading edge training programs for law enforcement, prosecutors, professionals working with children, staff and the community. Nationally recognized expert on Megan's Law working collaboratively with the community and local, state and federal lawmakers to enact and enhance victims' rights, sanctions on sex offenders, expansion of community notification and promotion of enhanced supervision for registrants. Created national community and victim's interactive and informational website and crime prevention public service announcement. Shepherded the organization to the position of being a national voice for victims and a leading source of information on prevention education and sex offender management.

THE SUFFOLK COUNTY CRIME VICTIMS CENTER (CVC)
Founded Crime Victims Center to link all victims of violent crime with multi-agency support services and crime victim compensation. Identified populations of victims and non-offending family members entitled to, but not being made aware of services, including but not limited to; victims of homicide, hate crimes, robbery, assault, stalking, human trafficking, terrorism, DWI, sexual assault and elderly, minors or disabled victims of property crimes. Worked collaboratively with law enforcement to implement a model program where all victims of violent crime are made aware of their rights and given the opportunity to consult with a trained crime victim advocate concerning available services, reimbursement of expenses related to the crime and legal options. Implemented a program to enhance outreach to crime victims who are traditionally underrepresented, such as those from minority and immigrant communities who are reluctant to, or have difficulty obtaining services or benefits due to language or cultural barriers. Increased the number of crime victims directly serviced or informed of services over 600% since program inception.

PREVIOUS EMPLOYMENT

INNOVATIVE DESIGN
Develop, design and write; marketing and advertising brochures, newsletters, technical manuals, and corporate bulletins. Manage company finances. Proficient in: Aldus PageMaker, Quark Express, PowerPoint, Elements, Microsoft Word, Access, and Excel.

GRUMMAN CORPORATION - Corporate Financial Contract Estimator, Developed and submitted multi-million dollar contract proposals reflecting U.S. Government Specifications. Established cost relationships utilizing parametric and ratio analysis. Conducted presentations outlining financial methodology to Armed Services and corporate executives.

IBM CORPORATION – Customer Center Coordinator/Marketing Support Assistant
Managed Customer Center. Developed and implemented procedures to facilitate operations. Coordinated the preparation and presentation of seminars and demonstrations to enhance sales. Recognized for excellence seven times for performance and improvement of procedures.

Intro. Res. No. 1292 -2009 Laid on Table 4/28/09
Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, APPOINT MEMBER TO HATE CRIMES TASK FORCE (REVEREND RODERICK PEARSON)

WHEREAS, Resolution No. 31-2009 established a Hate Crimes Task Force to examine the sources of racial tension in the County, to study and analyze the mechanisms used to report hate crimes in the County, and provide recommendations on current hate crime legislation; and

WHEREAS, Resolution No. 31-2009 provides that one member of the Task Force shall be a Clergyman; now, therefore, be it

RESOLVED, that Reverend Roderick Pearson of Bohemia, is hereby appointed as a member of the Suffolk County Hate Crimes Task Force, as the Clergyman representative, to serve at the pleasure of the Suffolk County Legislature.

DATED:

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

s:\res\r-appt-hate-crimes-tf-pearson

1292

RODERICK A. PEARSON

• Bohemia, New York 11716

Date: March 21, 2009

Legislator DuWayne Gregory
Legislative District 15
Suffolk County Legislature

Dear Mr. Gregory:

As a Pastor and Baptist Minister, I have been a counselor, teacher, administrator, community advocate and leader for the families and people of Suffolk County and Long Island. My mission has been to lead as many people out of spiritual, economic, social and political bondage. I am seeking a new and challenging opportunity where my 20+ year career as a natural visionary leader and communicator, will be utilized to ignite and build ministries and their programs. Highlights of my qualifications, work ethic, and contributions include, but are not limited to:

- Dedicated, compassionate and supportive counselor, teacher and community advocate with a conscientious nature, and with experience counseling multicultural individuals, families, and groups.
- Ability to suggest corrective actions, assist people in making better choices/adjustments, and in planning intelligent life goals.

I am thoroughly aware of the critical role religion and counseling plays in today's society. It is my opinion that the barriers to spiritual healing can be within the individual, the family unit, the ministry, or the greater social structure. The role of a pastor is to work with the various systems to help identify the difficulties, and develop strategies that will improve the individual's chances to succeed.

My ability to build cooperative working relationships with both parishioners, community leaders, and support staff has been a key factor in meeting goals and achieving successes. Throughout my career I have been recognized as an articulate public speaker, communicator and motivator. I exhibit a strong work ethic as a productive, efficient, and reliable individual possessing inherent problem-solving ingenuity, and hands-on coordination and leadership.

I would welcome the opportunity to meet, discuss, and explore the possible merging of my talent, experience and qualifications for the Suffolk County Legislative Task Force on Hate Crimes.

Very truly yours,

RODERICK A. PEARSON

Enclosure

RODERICK A. PEARSON

• Bohemia, New York 11716

1292

CHURCH PASTORATE / ORDAINED BAPTIST MINISTER

Spiritual Leader / Community Advocate & Leader / Not-For-Profit Directorship

Diversely talented, proactive visionary leader offering senior management-level liaison among member-driven organizations providing programs, services and leadership for diverse population of senior citizens, adults, at-risk adolescents and children. Pioneer, implement and manage projects/programs from planning through execution and completion. Conceptualize, design and lead efforts in organizational development, workforce optimization, process, productivity, efficiency, and quality improvement. Strong qualifications in operations management, general management, team building and team leadership. Effective public speaker, presenter, and communicator with a strong work ethic. Core competencies:

Bible Teacher • Motivational Speaker • Fundraiser • Community Relations • Public Outreach
Media Affairs • Public Speaker • Event Planning • Public Relations • Campaigns • Board Relations
P&L • Policy & Procedure Development • Community Organizer • Individual Spiritual Counselor
Outreach & Not-for-Profit

PROFESSIONAL EXPERIENCE

HOPE MISSIONARY BAPTIST CHURCH • Central Islip, NY **9/96 to Present**

Pastor

Held full accountability for providing counseling and spiritual leadership to 800 parishioners. Challenged to restructure and lead the strategic planning, modernize image, policy, and mission of the ministry. Recreated infrastructure crafting core values, new mission statement and action plans. Directed all aspects of operations management, budgeting, fundraising, media relations, internal publications, marketing/advertising campaigns, technology upgrades, purchasing, P&L, vendor negotiations, ordering supplies, invoicing, member relations, and staff recruitment/development. Devised all administrative, accounts payable, accounting, cost control, financial and reporting systems. Orchestrated work of five direct reports and 50 volunteer/employees in various programs to meet the needs of a diverse organization and community.

- Built community service church which administering programs to enhance social, economic, spiritual, political, empowerment and family life healing center.
- Increased public awareness of services/programs via church website, weekly church magazine, public/local newspapers, Suffolk County Registry, mail marketing campaigns, and flyers.
- Strategically planned and led family, vision and leadership retreats.
- Devised and streamlined community outreach, youth, education, and community ministries and programs such as: Elementary Age After-School Program, Bible Studies, Youth Enrichment, Basketball Program, Dance & Arts Ministry, Senior Citizen, and Nursing Homes.
- Developed partnerships with food/soup kitchens, interfaith networks, narcotics anonymous, and community groups.
- Spearheaded and launched fundraisers campaigns for building expansion projects and that strengthened finances, funding, and fiscal management.
- Formulated and presented programs to help individuals overcome psychological, economic, social and relationship issues, i.e., programs to overcome loneliness and isolation experienced by seniors and shut-ins; and how to overcome past experiences and move towards the future.
- Pioneered and executed training programs to teach worship planning, ushering, hospitality, and church board leadership.
- Revamped infrastructures, maintained community involvement, enhanced moral, improved financial and personnel resources, while increasing worship and education/Christian education program participation.
- Developed new internal church ministries to meet the needs of congregants.

RODERICK A. PEARSON

MARVIN AVERY PALMORE MEMORIAL CENTER OF HOPE • Central Islip, NY **9/96 to 6/08**
President / CEO / Executive Director

Founder and executive director of this not-for-profit family and youth services center that provides after-school programs for 300 at-risk youths ranging in age from five to 21 years old. Managed after-school programs, youth enrichment programs, operating budget of $200,000, funding, staff development and supervision, family counseling, and mentoring programs. Supervised three direct reports, two program directors and administrative staff of eight. Liaison to Board of Directors.

- Worked with, and counseled, troubled members in chronic and acute crisis.
- Annual revenues exceeded $200,000 secured through fess for services and grants.
- Received SC Youth Bureau Legislative Grant for $75,000, and Office of Family/Children Services Grant for $5,000.
- Forged partnerships with Suffolk County Legislative, New York State Assemblyman, Town of Islip, and alliances with corporations, other associations, and government agencies.
- Member programs, services and resources comprised, introduced and delivered: School Age Tutorial, Summer Youth Programs, Mentoring for Life, Youth & Family Counseling Crisis Intervention, and Re-Entry for Former Inmates.

BROWNSVILLE COMMUNITY BAPTIST CHURCH • Brooklyn, NY **1/90 to 9/96**
Ordained Baptist Minister / Associate / Youth Minister / Executive Director

HOLY HOUSE OF PRAYER FOR ALL PEOPLE • Brooklyn, NY **1/86 to12/89**
President, Youth For Christ / Senior Pastor and Youth Department Liaison

KEMPER INSURANCE • New York, NY **1/96 to 6/99**
Casualty Underwriting Specialist

Established account pricing, and processed general liability, automobile, workers compensation, and umbrella insurance renewals, endorsements and quote requests. Marketed insurance products to brokers, and assisted brokers. Managed $10MM book of business.

EDUCATION

Brownsville Community Baptist Church Bible Institute, Brooklyn, NY
Completed Four-Year Post Graduate Study Certification

Fordham University, New York, NY – **Bachelor of Arts in Mathematics and Economics**

MEMBERSHIPS AND ASSOCIATIONS

President – Islip Town NAACP
Chairperson – Suffolk County African American Advisory Board
Regional Leader/Financial Secretary – Eastern Baptist Association
Chairman – United Christian Sports Association
Board Member – Multi-Cultural Board, Stony Brook University
Member – Suffolk County Black Clergy Advisory Board
Member – Black Caucus Steering Committee
Member – Sword of the Spirit Christian Fellowship
Member – National Baptist Convention U.S.A.
Member - Eastern Baptist Association and the Empire State Convention

COMPUTER SKILLS

Microsoft Word & Excel

1293

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, APPOINT MEMBER TO HATE CRIMES TASK FORCE (MOHSEN ELSAYED)

WHEREAS, Resolution No. 31-2009 established a Hate Crimes Task Force to examine the sources of racial tension in the County, to study and analyze the mechanisms used to report hate crimes in the County, and provide recommendations on current hate crime legislation; and

WHEREAS, Resolution No. 31-2009 provides that two members of the Task Force shall represent the community-at-large; now, therefore, be it

RESOLVED, that Mohsen Elsayed of Brentwood, is hereby appointed as a member of the Suffolk County Hate Crimes Task Force, as one of the community-at-large representatives, to serve at the pleasure of the Suffolk County Legislature.

DATED:

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

s:\res\r-appt-hate-crimes-tf-elsayed

1293

Mohsen Elsayed

Brentwood, NY.11717

EDUCATION:

Columbia University, Manhattan, NY
Master of Science, Electrical Engineer

Hunter College, NY
Diploma in English Language

Helwan University, Cairo, Egypt
Bachelor of Science, Electrical Engineer

PROFESSIONAL EXPERIENCE:

Suffolk County Board of Elections, Hauppauge, NY October 2008 - Present

Worked in Computer Services and conducted pre-lat testing and program Ballot Marking Devices with the appropriate ballot combination during the pre-Election and currently works in the Absentee Ballot Division to process application and giving credit to voters who voted by absentee ballots. Worked in the Processing and data Dept, Helped in the Inspectors Dept. Worked, tested and maintained all different kind of the election machines. Review and make all the corrections necessary to certify the result of the elections in Suffolk County, NY.

U.S. Department of Defense January 2008 – September 2008
Linguist & Culture Advisor (Iraq)

Worked for Aegis-L-3 as a Linguist/Culture Advisor in the Department of Defense, obtained security clearance to support our troops (US Army) operationally in Tikrit-Iraq. Reviewed business contracts, dealt with local contractors and acted as a liaison between the Army and the business contractors in Iraq. Assist the Iraqi's Army, Police, Community Leaders and Political leaders in developing business relationships and a partnership to revitalize Iraqi's communities. Also worked to improve the electoral system in Tikrit, Iraq.

Restaurant Franchises 1989 – December 2007

Owned, operated & managed several multi-million dollar franchises such as Wendy's International, Roy Rogers, Dunkin Donuts and Sunrise Fried Chicken all in New York State. Responsible for hiring, Marketing, Public Relations and working with the local government to meet and comply with government standards and regulations, met the projected budgets to control spending and operations cost to insure higher profits.

Elmansora Construction Co, Cairo, Egypt 1980- 1984

Owner of construction company, managed industrial projects (factories-commercial buildings-gas stations), built the largest hospital in Cairo and the Middle East Region, Responsibilities as a Construction Company Owner included: Provided the company with a solid plan to increase and predict cash flow, provided accurate projections for the company's bank account and accurate account for the company's jobs, costs in ways to stream line my business, reduce duplicate efforts and uncover hidden profit; United the team work and getting everyone to use the same information to move in the same direction; Hands-on labor, equipments and job costs; Planned detailed financial information and create automated feed back system to keep the team on track; Bidded in the private and public sectors such as (Retails, industrial multi-residential, schools and roads & highways; and Remodeled and repaired single unit projects.

SPECIAL SKILLS:

Fluently speak, write and read in English and Arabic
Basic understanding of Spanish
25 years experience in management, project management & information system

ACHIEVEMENTS & COMMUNITY ACTIVITIES:

- Vice President of Brentwood Chamber of Commerce
- Member of Downtown Revitalization Advisory Board for Suffolk County
- Vice Chairman of the Muslim Advisory Board to Suffolk County Executive
- Chairman of the Minority Affairs in Islip Town
- Member of the Anti-Bias Task Force
- Ran for Public Office in the Town of Islip
- Chosen Man of the year in the community where I work
- Worked on the Transition team for Suffolk County Sheriff Vincent DeMarco
- Work with local communities and getting involve in the local events, sponsor local youth programs and gave back to the local communities.
- Work with local schools, churches and civic groups for the betterment of the communities.
- Advice local business men and women in strategy management for their developments, train employees in leadership & proficiency

1294

Intro. Res. No. -2009 Laid on Table 4/28/09
Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, APPOINT MEMBER TO HATE CRIMES TASK FORCE (DAVID SCOTT KILMINICK)

WHEREAS, Resolution No. 31-2009 established a Hate Crimes Task Force to examine the sources of racial tension in the County, to study and analyze the mechanisms used to report hate crimes in the County, and provide recommendations on current hate crime legislation; and

WHEREAS, Resolution No. 31-2009 provides that one member of the Task Force shall represent the gay-lesbian-bisexual-transgender community; now, therefore, be it

RESOLVED, that David Scott Kilmnick of Centerach, is hereby appointed as a member of the Suffolk County Hate Crimes Task Force, as the representative of the gay-lesbian-bisexual-transgender community, to serve at the pleasure of the Suffolk County Legislature.

DATED:

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

s:\res\r-appt-hate-crimes-tf-kilmnick

DAVID SCOTT KILMNICK, Ph.D., MSW

CURRICULUM VITAE

CONTACT INFORMATION:

Centereach, NY 11720
Phone:
Cell:
Email:

PROFESSIONAL EDUCATION AND TRAINING

Ph.D. **The Graduate Center at the City University of New York, 2006**
Ph.D. in Social Welfare
Dissertation: Heterosexist Attitudes: Changes Following Contact With An Openly Gay Instructor

M.S.W. **State University of New York at Stony Brook, 1993**
Social Work

B.F.A. **Long Island University at C.W. Post, 1988**
Public Relations

PROFESSIONAL EXPERIENCE

1993-Present **Long Island Gay and Lesbian Youth, Inc./**
Long Island GLBT Services Network
Founder and Chief Executive Officer. Direct not-for-profit education, advocacy, and social support human services network of agencies serving Long Island's gay, lesbian, bisexual, and transgender community throughout the lifespan, including teenagers, young adults, families, people of color, transgender and seniors. Responsible for overall operation of agency including fiscal, personnel, program, board development and supervision of staff. Agencies founded under the Network umbrella include Long Island Gay and Lesbian Youth, The Long Island GLBT Community Center and Services and Advocacy for GLBT Elders-Long Island. . Other responsibilities include the development of training curriculum; directly providing individual and group counseling; seeking funding sources, both governmental and private; proposal writing; special event management; and preparing and monitoring annual 1.4 million dollar budget.

1994-1996 **F*E*G*S Long Island Division**
Clinic Specialist – HIV/AIDS
Coordinated and developed new HIV/AIDS counseling and community

education program. Responsibilities included providing counseling and case management services to people infected and affected by HIV/AIDS. Developed curriculum to conduct educational outreach to minority, substance abuse, adolescent and other high risk populations, and presented HIV/AIDS prevention and risk reduction workshops to the Long Island community.

1989-1991 **State University of New York at Stony Brook**
Residence Hall Director/Student Affairs Educator
Responsible for health, safety and management of a 250 undergraduate dormitory residence. Specific responsibilities included counseling; supervision of seven resident assistants and one secretary; staff training and development; personnel; program and special event coordination; educational, recreational and social programming; trainer at conferences on organizational, multicultural, and adolescent issues.

1988-1989 **Adelphi University**
Assistant Director of Student Activities
Greek Life Coordinator responsible for planning and implementing educational and social programming for 11 fraternities and 7 sororities, with specific advising responsibility to the Interfraternity, Panhellenic and Greek Councils. Assured that the 18 chapters were in keeping with the academic goals of the university and were integrated with student development theory; coordinated university events; freshmen and junior class advisor; conducted leadership development workshops for residential life and the student political association; responsible for all student center publicity; committees - alcohol and substance abuse, racial awareness and judicial affairs.

ACADEMIC EXPERIENCE

2006-Present **Stony Brook University**, Adjunct Faculty, School of Social Welfare
Courses Taught, *Master of Social Work (MSW)*
Advanced Macro Practice I
Advanced Macro Practice II

2008-Present **University of Maryland – University College**, Adjunct Professor
Courses Taught, *Master of Non-Profit Management*
Nonprofit and Association Financial Management
Fundamentals of Association Management

2005– Present **Walden University,** Faculty, *School of Human Services and School of Public Administration and Public Policy*
Courses Taught:

Historical Foundations and Professional Development
Organizational Theory and Behavior
Professional Leadership and Ethics

2006-2008 **Columbia University**, Adjunct Assistant Professor, School of Social Work
Courses Taught, *Master of Social Work (MSW)*
Advocacy in Social Work Practice
Human Sexual Attitudes, Behavior and Society

2003-2007 **Adelphi University,** Adjunct Faculty, School of Social Work

Courses Taught, *Bachelor in Social Work (BSW)*
Oppression, Diversity and the Struggle for Human Rights

Courses Taught, *Master of Social Work (MSW)*
Oppression, Diversity and the Struggle for Human Rights
Issues in Social Welfare II: Inequality, Inequity, and Social Justice
Social Work with Gay, Lesbian, Bisexual and Transgender Persons
Organizational Context for Professional Practice
Contemporary Social Work: An Integrative Approach
OYR Professional Seminar
Field Instruction I and III

1998-Present **Nassau Community College:**

Spring 1998-Present Adjunct Associate Professor, *Department of Health, Physical Education & Recreation*
Courses Taught:
Human Sexuality: Cultural Perspectives

2001-2003 Instructor – Temporary/Split Appointment, *Department of Health, Physical Education & Recreation*
Courses Taught:
Human Sexuality: Cultural Perspectives
Honors Human Sexuality: Cultural Perspectives
Personal and Family Health

Department of Sociology
Courses Taught:
Introduction to Community Services
~~Community Service Field Experience I & II~~
Sociology of the Family

Program Developer and Coordinator
Research, curriculum development and collaboration with faculty and administration in developing new AAS degree in Human Services

February 2002-2003 **SUNY Empire State College,** Mentor, *Community and Human Services Program*

Course Library:

Administration in Human Services Organizations
Fundraising & Development in Human Service Organizations
Management of Non-Profit Organizations
Cross Cultural Counseling
Human Services and Gay, Lesbian, Bisexual and Transgender People
Introduction to Social Welfare Case Management
Introduction to Human Services
Human Sexuality
Women and Poverty
Sociology of Gender

Spring 1998-Present **Suffolk Community College**, Adjunct Instructor, *Department of Health and Human Services*

Courses Taught:

Introduction to Social Welfare
Interviewing in Social Work Practice
Group Dynamics

Fall 2000-Winter 2001 **Lindenhurst Public Schools,** Program Facilitator, *The Owl Teacher Center*

Provided in-service courses for the districts of Lindenhurst, North Babylon, Wyandanch and Our Lady of Perpetual Help parochial school.

PUBLICATIONS

Kilmnick, D. (2005). "Sexual Orientation" in *Teaching About Human Sexuality and Family: A Skills-Based Approach*, Stellye Weinstein and Efrem Rosen (eds). Wadsworth Publishing.

Kilmnick, D. (2004). "Social Stigma: Gay Prejudice doesn't belong in the courtroom" Op-Ed, Newsday: Melville, NY, *December 8, A44*

Kilmnick, D. (2004). "The Asterisk in Freedom and Justice For All" Op-Ed, Long Island Press: Garden City, NY, *January 22, 19.*

Kilmnick, D. (1998). "Should Gay and Lesbian Students Have a Separate High School?" Op-Ed, Newsday: Melville, NY, *May 3, B7.*

Warne, P., Hunter, J., Miller, S., Haymes, R., Kilmnick, D., Hughes, B., Schneider, B., Scarella, J., Schreibman, J.: Community-researcher collaboration for development of an HIV prevention package for gay/lesbian/bisexual adolescents. XI International Conference on AIDS, Vancouver, Canada, Abstract We.D.3780, 1996.

Kilmnick, D. (1994). "Should Schools Deal With Homosexuality?" Op-Ed, Newsday: Melville, NY, *June 12, A43.*

INVITED PRESENTATIONS

Kilmnick, D. ""Winning the War on Moral Values: The Future of Civil Rights for the Gay Community". Presented to the Center for Inquiry – Long Island, October 2005.

Kilmnick, D. "PINS, Foster Care and Family Court: Legal Issues for GLBT Youth". Presented to the Nassau County Women's Bar Association, September 2005.

Kilmnick, D. and Vitelli, R. "Youth at Risk on Long Island". Presented at the Humanities Institute at the Sate University of New York at Stony Brook, September 2005.

Kilmnick, D. "From Young to Old: Issues Confronting the Gay, Lesbian, Bisexual and Transgender Community". Presented at the Adelphi University School of Social Work's Continuing Education Professional Enrichment Program, April 2005.

Kilmnick, D. and Owens, L. "Older Adults at the Crossroads of Emerging Issues: HIV/AIDS and Drug Addiction". Presented at the Adelphi University School of Social Work's Continuing Education Professional Enrichment Program, February 2005.

Kilmnick, D. "Anti-Homophobia and Anti-Transphobia Training for Social Work Students". Presented at the Hunter College School of Social Work, September 2004.

Kilmnick, D. and Silverman, L. "Protecting Our Families With Marriage". Presented at Touro Law School, June 2004.

Kilmnick, D. "Creating Safe Spaces for Gay and Lesbian Youth". Presented at the Adelphi University School of Social Work Child and Youth Conference, April 2004.

Kilmnick, D. and Vitelli, R. "Language and Label Struggles: The Gay, Transgender, Black and Latino Communities". Presented at the Fear, Social Justice, Democracy and Peace in Post 9/11 Conference, SUNY Old Westbury, September 2003.

Kilmnick, D. and Kirdahy, T. "Gay, Lesbian, Bisexual and Transgender Issues in the Workplace". Presented to the Suffolk County Human Rights Commission, June 2003.

Kilmnick, D. "Parenting Adolescents". Presented to the Suffolk Coalition for Parents and Children, January 2003.

Kilmnick, D. and Vitelli, R. "Combating Homophobia in the Workplace – Strategies, Programs and Interventions to Ensure a Safe Working Environment". Presented to the JP Morgan Chase National Diversity Committee, Newark, DE, August 2001.

Kilmnick, D. Delivered keynote address at the Green Chimneys Children's Services Annual Conference on Working with GLBTQ Children, Youth and Families, New York City, NY, March 2001.

Kilmnick, D. "Same Sex Battering: Homophobia and Its Place on the Power and Control Wheel". Presented to the Suffolk County Bar Association Women in the Law Committee Annual Meeting, Central Islip, NY, October 2000.

Kilmnick, D. "GLBT Youth and Foster Care". Presented at the Suffolk County Department of Social Services Conference, May 2000 and May 2001.

Kilmnick, D. "Treatment of Gay and Lesbian Adolescents". Presented at the New York State Office of Mental Health Grand Rounds, Dix Hills, NY, October 1999.

Kilmnick, D. "Techniques for Organizing and Creating Services for GLBT Youth in Conservative Settings". Presented at Understanding Lesbian, Gay, Bisexual and Transgender Youths: A Workshop for School Personnel, Youth Counselors, and other Mental Health Professionals, Pennsylvania State University, University Park, PA, October 1999.

Kilmnick, D. "Safe Spaces, Learning Places: Violence Prevention Strategies for Schools and Communities". Presented at the New York State Department of Education Comprehensive School Health and Wellness Center Conference, Deer Park, NY, April 1999.

Kilmnick, D. "Reaching Out to GLBT Youth in Suburban Settings". Presented at Understanding Lesbian, Gay, Bisexual and Transgender Youths: A Workshop for School Personnel, Youth Counselors, and other Mental Health Professionals, Pennsylvania State University, University Park, PA, October 1998.

Kilmnick, D. "Strategies for Improving the Volunteer Experience in Nonprofit Organizations". Presented at the Suffolk County Youth Service Association Conference, June 1998.

Kilmnick, D. "What do homosexual men and women want to say to the church"? Presented at the Garden City Community Church, Garden City, NY, November 1997 and at the Long Island Council of Churches, Bay Shore, NY, September 1998.

Kilmnick, D. "The Pink Triangle – Gays and the Holocaust". Presented at the University at Stony Brook, March 1997 and at Sinai Reform Temple, Bay Shore, NY, May 2002.

Kilmnick, D. "Gaining Access To Schools". Presented at the National Lesbian and Gay Health Conference and National AIDS/HIV Forum, Seattle, WA, July 1996.

Kilmnick, D. "Working With Gay, Lesbian and Bisexual Clients – A Three Day Program for Clinicians and Case Managers". Presented for the New York State/Virgin Islands AIDS Education and Training Centers at the Training Center for Health Professionals, New York City, NY, November 1995.

Kilmnick, D. and Seigel, W. "How to talk so your patients will listen – How to listen so your patients will talk: The Hidden Messages". Presented at Schneider's Children's Hospital Annual Conference on Current Concerns in Adolescent Medicine, New York City, NY, October 1995.

Kilmnick, D. & Hunter, J. "Working it Out – Scenes from the lives of lesbian, gay and bisexual youth: An innovative approach to group work with lesbian, gay and bisexual youth". Presented at the National Lesbian and Gay Health Conference and National AIDS/HIV Forum, Minneapolis, MN, June 1995.

Kilmnick, D. "Examining Prevention and Treatment Strategies in Working with Chemical Abusing GLBT Youth". Presented at the Long Island Conference on Chemical Dependency, Woodbury, NY, April 1995 and April 1996.

Over 500 additional presentations to students, faculty, law enforcement, parents, human service professionals, corporations and others on the following topics:

Alcohol and Substance Abuse, Suicide, Runaway and Homelessness, Same-Sex Parenting, Homophobia and Heterosexism, Religion and Spirituality, Counseling Skills and Strategies, Creating Safer Schools, Domestic Violence, Child Abuse and Neglect, Mentoring, Gender Equity, Program Development and Evaluation, Grant Writing and Advocacy.

List available upon request.

PROFESSIONAL AND COMMUNITY SERVICE

2008-Present	Unity Coalition, Patchogue NY
2007-Present	Board Member, CenterLink, The National Association of LGBT Community Centers
2006-Present	Dean's Advisory Council, Stony Brook School of Social Welfare
2004-Present	Board Member, Stony Brook University Alumni Association
2002-Present	Health Advisory Council for Underserved Communities, Stony Brook University Hospital
2000-Present	Advisory Council, Long Island Regional School Support Center
2002-Present	American Association of Sex Educators, Counselors and Therapists
2000-Present	Board Member, LIU C.W. Post School of Counseling Mental Health Advisory Board
1996-Present	Board Member, Health and Welfare Council of Long Island
1993-Present	National Association of Social Workers (NASW)

1997-2001	Chairman, Suffolk County Youth and AIDS Steering Committee
1996-2000	Board Member, Nassau County HIV Commission
1996-2000	Steering Committee, Suffolk Project for AIDS Resource Coordination
1993-1997	Advisory Board, Nassau County HIV/AIDS Adolescent Prevention Committee
1994-1995	Board Member, Long Island Forum of Responsible Educators To End Discrimination (LI FREED)

HONORS AND AWARDS

2005	New York Civil Liberties Union- Suffolk Chapter, Equality Award
2005	The Chairperson's Award, Suffolk County Human Rights Commission
2004	Long Island Volunteer Hall of Fame
2003	Dock of the Bay Honoree, Gay and Lesbian Foundation of Long Island
2001	The Lawrence Timpa Humanitarian Award For Professional Service, Suffolk County Human Rights Commission
1999	Social Worker of the Year, 1999, Medical Social Workers of Suffolk County
1998	Equality and Diversity Award, South Suffolk National Organization for Women
1996	Rich Amato Humanitarian Award for Service to the GLBT Community
1988	Alvin C. Bahnsen Award for Student Service, LIU at CW Post
1988	Lillian Scheman Student Leadership Award, LIU at CW Post
1988	Who's Who Among Students in American Universities and Colleges
1987, 1988	Outstanding Young Men of America
1987, 1988	Outstanding College Students of America

1295

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, APPOINT MEMBER TO HATE CRIMES TASK FORCE (REYNOLDS E. HAWKINS, JR.)

WHEREAS, Resolution No. 31-2009 established a Hate Crimes Task Force to examine the sources of racial tension in the County, to study and analyze the mechanisms used to report hate crimes in the County, and provide recommendations on current hate crime legislation; and

WHEREAS, Resolution No. 31-2009 provides that one member of the Task Force shall be a representative from a Suffolk County School District; now, therefore, be it

RESOLVED, that Reynolds E. Hawkins, Jr. of Central Islip, is hereby appointed as a member of the Suffolk County Hate Crimes Task Force, as a representative of a Suffolk County School District, to serve at the pleasure of the Suffolk County Legislature.

DATED:

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

s:\res\r-appt-hate-crimes-tf-hawkins

1295

Reynolds E. Hawkins Jr. LCSW-R

Central Islip, NY 11722

Education/ Certifications:

1997 Certified Social Worker (CSW)
1995 Masters of Science, (MSW) Social Work- Stony Brook University
Stony Brook, NY
1993-2007- Certified Alcohol & Substance Abuse Counselor (CASAC)
1982 Bachelor of Science -Criminal Justice
Minor: Sociology
Florida A & M University, Tallahassee, Florida
1978 Amityville Memorial High School- General Diploma

Employment:

9/95- Present - Amityville Union Free School District
Amityville, NY
Title: Social Worker/Therapist responsibilities include school support counseling and case management support to families and individuals.

1996- Present - Amityville Union Free School District
Amityville, NY
Title: Varsity Men's Track & Coach
Responsibilities include teaching and coaching techniques to provide the ability to enhance the skills and talents and promote maturity and responsibilities in each and every high school athlete that joins.

10/88 - 9/95 - Access-Town of Islip
Islip, NY
Title: Drug & Alcohol Counselor
Responsibilities include individual and group counseling service in the implementation of drug and alcohol abuse, prevention or treatment in and out-patient facility.

10/87- 10/88 - Suffolk County Girl Scout Council
Commack , NY
Title: Project Director of Career Guidance
Responsibilities included developing and providing a career education program for middle and high school students. Implementing employment skills, job readiness skills and financial aid workshops.

1295

10/86 - 10/87 - Town of Huntington (Youth Development Agency)
Huntington, NY
Title: Youth Counselor
Responsibilities included counseling, case management of adolescents and families. Implement and facilitate recreational and educational programs from age 8-18.

4/84 - 6/86 - United State Air Force
Title: Security Police
Responsibilities were to provide security to the military base and aircrafts.

Reference furnished upon request

Intro. Res. No. 1296-09 Laid on Table 4/28/09
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2009, ENHANCING ADMINISTRATIVE BUDGET DEFICIT CONTROL FOR FISCAL YEARS 2009 AND 2010 TO PROPORTIONATLY INCLUDE THE POLICE DISTRICT FUND 115 IN THE BUDGET MITIGATION PLAN

WHEREAS, Resolution No. 283-2008 implemented a number of budgetary measures to maintain County fiscal stability in light of a deteriorating national economy; and

WHEREAS, the national, state and regional economies continue on a downward spiral, and are projected to remain unimproved into 2010 with a slow recovery forecast thereafter; and

WHEREAS, the economic slowdown has resulted in significant reductions in multiple County revenue sources causing both budget shortfalls and cash flow difficulties; and

WHEREAS, revenue received from the County's state administered sales and use tax represents over forty-seven (47%) percent of the revenues required to fund the Police and General funds; and

WHEREAS, the economic slowdown has resulted in a decline of state administered sales and use tax effecting both the General Fund 001 and Police District 115; and

WHEREAS, the mitigation plan for addressing the operating budget deficit needs to be allocated proportionately to both the General Fund 001 and Police District 115; and

WHEREAS, the single largest expenditure within the Police District 115 relates to the sworn personnel who provide police services;

WHEREAS, members of the Suffolk County Legislature have been working cooperatively with the County Executive to explore all available means to implement budget deficit control; and

WHEREAS, taking decisive deficit control measures now will avoid more draconian cuts in County services and staffing, and help moderate and/or eliminate tax increases in 2010; now, therefore be it

1st **RESOLVED**, the County Executive is hereby authorized and empowered to implement reductions within the Police Distinct Fund 115; and be it further

2nd **RESOLVED**, that the 2009 Operating Budget is hereby amended as follows to strike excess appropriations and revenues and that the County Comptroller and the County Treasurer be and they are hereby authorized to strike the following funds and authorizations:

APPROPRIATIONS:

FUND	AGENCY	UNIT	OBJECT	OBJECT NAME	FUNDS STRICKEN
115	POL	3121	1100	PERMANENT SALARIES	($5,519,883)

REVENUES:

FUND	AGENCY	REV. CODE	REVENUE NAME	REVENUES STRICKEN
115	FIN	1110	STATE ADM. SALES TAX	($5,519,883)

and, be it further

3rd RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action pursuant to Title 6 NYCRR Section 617.5(c) (20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1296

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. -2009, ENHANCING ADMINISTRATIVE BUDGET DEFICIT CONTROL FOR FISCAL YEARS 2009 AND 2010 TO PROPORTIONATLY INCLUDE THE POLICE DISTRICT FUND 115 IN THE BUDGET MITIGATION PLAN

3. Purpose of Proposed Legislation

Strikes $5,519,883 in appropriations and revenues within the Police District

Sales Tax revenues are down over 10% year to date compared to 2008. However, Sales Tax in the Police District is a fixed amount of $69,396,114 and payments to the District do not reflect the above decrease. This resolution, which reduces sales tax revenue by 8% brings this revenue more in line with the sales tax receipts to date.

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:

Strikes $5,519,883 in appropriations and revenues within the Police District

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

.N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon approval

10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		April 10, 2009

1297

Intro. Res. No. -2009 Laid on Table 4/28/2009

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 157-2009

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 157-2009; and

WHEREAS, this resolution when adopted contained a technical error; and

WHEREAS, the County Executive desires technical correction to this resolution; now, therefore be it

1st **RESOLVED**, that the Clerk of the Legislature shall make the following technical correction:

Resolution No. 157-2009

Change the Suffolk County Tax Map Number

FROM:

0800-168.00-01.00-010.000

TO:

0800-168.00-01.00-010.002

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1298

Intro. Res. No. -2009

Introduced by the Presiding Officer

Laid on Table 4/28/09

RESOLUTION NO. -2009, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED REPLACEMENT OF THE IRRIGATION SYSTEM AT CHARLES R. DOMINY COUNTY PARK A/K/A WEST SAYVILLE GOLF COURSE, TOWN OF ISLIP

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Replacement of the Irrigation System at Charles R. Dominy County Park a/k/a West Sayville Golf Course, Town of Islip", pursuant to Section 6 of Local Law No. 22-1985 which project seeks to repair or replace the entire irrigation system at Charles R. Dominy County Park, located in West Sayville; and

WHEREAS, at its March 18, 2009 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Parks, Recreation and Conservation in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1) and (2) and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated March 19, 2009 of said recommendations; and

WHEREAS, Section 279-5(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 this Legislature hereby determines that the Proposed Replacement of the Irrigation System at Charles R. Dominy County Park a/k/a West Sayville Golf Course, Town of Islip constitutes a Type II action, pursuant to the provisionsn of Title 6 NYCRR, Park 617.5(c)(1) and (2) and Chapter 279 of the Suffolk County Code, which project involves the repair and replacement of the irrigation system in-kind, on the same site; and be it further

2nd **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

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(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:

1299

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Browning

RESOLUTION NO. –2009, AUTHORIZING THE USE OF SOUTHAVEN COUNTY PARK PROPERTY TO HOLD A FREE CONCERT FOR CHILD ABUSE AWARENESS

WHEREAS, Evelynn Marie Biondo ("Baby Evelynn") was a victim of child abuse at the tender age of 10 weeks; and

WHEREAS, her battle for life started when Evelynn was brutally and viciously attacked by her own father because she interrupted his nap; and

WHEREAS, a concert ("Evelynntopia") is being held to raise money for Baby Evelynn; other not-for-profit child abuse organizations; to promote awareness for Child Abuse, Shaken Baby Syndrome, and the importance of being a blood donor; and

WHEREAS, the Concert will be held at Southaven County Park in Brookhaven on Sunday, July 12, 2009 during the hours 8:00 a.m. through 7:00 p.m.; and

WHEREAS, Resolution No. 88-2008, designated the Month of April as "Child Abuse/Shaken Baby Syndrome Month" in Suffolk County in an effort to make parents and all Suffolk County residents aware of the dangers of shaking a baby and the options available to help prevent the occurrence of Shaken Baby Syndrome; and

WHEREAS, a certificate of insurance naming Suffolk County as an additional insured will be provided by the Strong Island Sound; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e. the Southaven County Park in Brookhaven for the above described concert in consideration of the payment of $225.00 on Sunday, July 12, 2009 from 8:00 a.m. to 7:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Strong Island Sound, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

2nd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the concert to raise awareness of Shaken Baby Syndrome\Child Abuse at Southaven County Park in Brookhaven; and be it further

3rd **RESOLVED**, that Anthony Biondo shall also provide an entertainment promoter certificate to Suffolk County if it intends to allow vendors at the event to sell tangible personal property other than food or drink in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law,

Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-southaven-park-evelynntopia-concert

1300

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator D'Amaro

RESOLUTION NO. –2009, DECLARING THE SECOND WEEK OF MAY AS "YOUTH ARTHRITIS AWARENESS WEEK" IN SUFFOLK COUNTY

WHEREAS, Juvenile Rheumatoid Arthritis ("JRA") refers to any form of arthritis or an arthritis-related condition that develops in children who are less than eighteen (18) years of age; and

WHEREAS, arthritis is an autoimmune disease which affects the joints, causing pain, stiffness, tenderness, limited range of motion and possible deformity; the disease can also affect a child's emotional and social development; and

WHEREAS, the Centers for Disease Control estimates that 300,000 United States children under the age of 18 have some form of arthritis, which can cause blindness and decrease one's life span; and

WHEREAS, the cause of most forms of juvenile arthritis is unknown, but what is known is that the disease is not contagious and there is no evidence that foods, toxins, allergies or vitamin deficiencies play a role in its development; and

WHEREAS, Suffolk County wishes to raise awareness of this devastating disease that currently has no cure and affects one out of every 250 children; now, therefore be it

1st **RESOLVED**, that the second week of May, 2009 and in every year thereafter is hereby designated as **"Youth Arthritis Awareness Week"** within the County of Suffolk for the purpose of raising awareness so that one day we can find a cure for this debilitating disease that affects so many children; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Introductory Resolution No. 1301-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
MICHAEL TOSCANO and KAREN TOSCANO
0200-962.00-01.00-003.004

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 962.00, Block 01.00, Lot 003.004, and acquired by tax deed on October 15, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2008, in Liber 12569, at Page 171, and otherwise known as and by Town of Brookhaven, known as and by Suffolk County Tax Map Number: District 0200, Section 962.00, Block 01.00, Lot 003.004; 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 October 15, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2008 in Liber 12569 at Page 171.

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, MICHAEL TOSCANO and KAREN TOSCANO, by BNC Mortgage Inc., as Mortgagee, by Westerman Ball, Ederer, Miller & Sharfstein, LLP, Counsel to America's Servicing Company, have made application of said above described parcel and MICHAEL TOSCANO and KAREN TOSCANO, by BNC Mortgage Inc., as Mortgagee, by Westerman Ball, Ederer, Miller & Sharfstein, LLP, Counsel to America's Servicing Company, have paid the application fee and $3,333.60, 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, 2009; and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or his designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to MICHAEL TOSCANO and KAREN TOSCANO, 37 Andiron Lane, Brookhaven, New York 11719, 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: _____

50.I

1301

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0200-962.00-01.00-003.004

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

2009

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

Diane Bishop Diane Bishop 3/19/09

1301

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 18, 2009

Tax Map No.: 0200-962.00-01.00-003.004
Name of Last Legal Fee Owner: MICHAEL TOSCANO and KAREN TOSCANO

TREASURER'S COMPUTATION..... $2,631.04

Taxes.....2008/2009..... $ 702.56

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $3,333.60

Monies Received..... $3,333.60

RESOLUTION AMOUNT..... $3,333.60

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

APPROVED:

Karen A Slater 3/19/09
Accounting
DB:sc

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	962.00	01.00	003.004

130 1

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	818.19
2006/07	882.82
2007/08	684.13

2008/09 PROPERTY TAXES $702.56 NOT INCLUDED IN COMPUTATION

TOTAL:	2385.14
B. INTEREST DUE	120.61
C. TOTAL	2505.75
D. 5% LINE C	125.29
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$2,631.04

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. 24-Feb-09

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 08/23/09

dz

Revisions
06-01-97
06-27-97
1-26-97
01-23-99
11-09-99
02-29-00
01-11-00
02-09-01
05-01-01
05-24-01
01-13-03
10-21-03
12-10-03
07-29-04
12-14-04
04-12-05
06-29-05

1301

FOR PCL. NO. SEE SEC NO 901-04-001
MATCH LINE
N 205,500 E 2,298,000

MAPLE ST.
POPLAR
CHESTNUT ST. (50')
CHESTNUT
ORIENT AVE.
SOUTHAVEN DR.
(50')
(140' OF 50')
(ROBINSON BLVD.)
C.R. 80
M.T.A.
MONTAUK HWY.
ANDIRON L.A. (50')
CHIMNEY CT.
COUNTY OF SUFFOLK

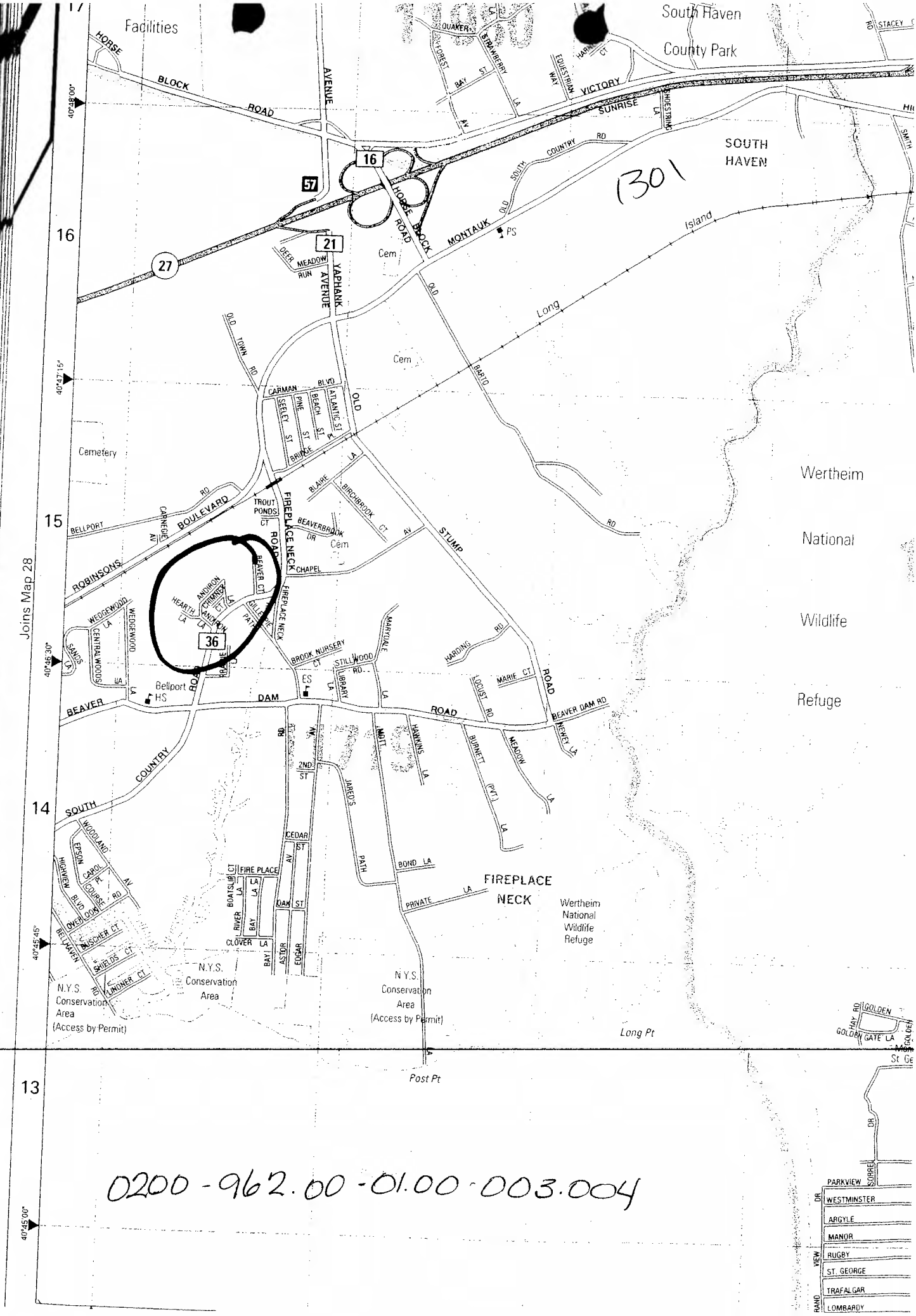
1.13
1.12
1.11
1.14
1.10
1.15
1.9
1.16
1.23 1.7A
1.17
1.18
1.19
1.20
1.21
1.8
1.7
1.6
1.5
1.4
1.3
1.22 2.7A
(RECHARGE BASIN)
TOWN OF BROOKHAVEN
1.26 1.2A
1.25 1.0A
1.24
3.4 1.1A(C)
3.3 2.0A(d) 1.2A(C)
CENTRAL SCHOOL DIST. NO. 4
22.10
22.9
22.8
36.5 1.0A
36.4 1.0A
36.7 1.1A
36.6
36.11
36.8
37.7
37.6
37.9 1.1A
37.8
37.11
6.4A(C)
ISLAND 371

0200-962.00-01.00-003.004

FOR PCL. NO. SEE SEC. NO. 974.10-01-001.2
N 203,600 E 2,298,000
MATCH LINE
SEE SEC. NO. 974.10
FOR PCL. NO. SEE SEC. NO. 974.10-01-03

LEGEND
Property or Bd Line
Deeded Common Owner
Subdivision Lot Line
Stream / Shore
Subdivision Lot No.
Subdivision Block/Bldg No. (21)
Deed Reservoir
Scaled Reservoir
Deed Area 12.3 Acres or 12.3A
Block Line
Block No. 2
County Line
Town Line
School District Line SCH
Fire District Line F
Water District Line W
Light District Line L
Park District Line P
Garbage District Line G
Sewer District Line S
Refuse District Line R
Refuse&Garbage District Line RGT
Sewage District Line A
Reservoir District Line RV

UNLESS OTHERWISE DRAWN ARE WITHIN THE FOLL
SCHOOL 4 SE
FIRE (D) HYD
LIGHT (L) WA
PARK RE
GARBAGE WA



0200-962.00-01.00-003.004

Intro. Res. # 1302-09 Laid on Table 4/28/09

INTRODUCED BY THE PRESIDING OFFICER AT THE REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____2009
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #808-2009)

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

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

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

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

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

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

RESOLUTION NO. CONTROL#808-2009

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

Key	Town	Year	Item No	S.C. Tax Map No	Original *-Tax	Corrected *-Tax	Chargeback Refund, if *-Tax Paid
A	BROOKHAVEN	08/09		0208-004.00-04.00-007.028	15482.82	12403.98	3078.84
A	BROOKHAVEN	08/09		0208-004.00-04.00-007.018	19636.16	15043.16	4593.00
A	BROOKHAVEN	08/09		0206-014.00-05.00-033.000	11634.26	8628.99	3005.27
A	BROOKHAVEN	08/09		0208-016.00-05.00-001.000	11513.71	8998.48	2515.23
A	BROOKHAVEN	08/09		0208-015.00-02.00-002.056	5344.46	2366.08	2978.48
A	BROOKHAVEN	08/09		0200-979.50-03.00-029.003	22814.47	17013.07	5801.40
A	ISLIP	08/09		0500-093.00-04.00-059.000	7796.37	3579.07	4217.30

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

APPROVED BY:

County Executive of Suffolk County Date of Approval:

1302

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation Yes ____ No____

SEE NO. 2 ABOVE

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

2009

10. Typed Name & Title of Preparer
Jeanne Cush, Appraiser Tech II

11. Signature of Preparer
Jeanne Cush

12. 3/17/09

Additional back-up material regarding I.R. 1302 is on file in the Legislative Clerk's Office, Hauppauge.

Introductory Resolution No. 1303-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW 13-1976 STEPHEN O. HARRISON AND DEBORAH HARRISON, husband and wife (SCTM NO. 0200-026.00.02.00-034.001)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 026.00 Block 02.00 Lot 034.001 and acquired by Tax Deed on July 21, 1997 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on August 6, 1997 in Liber 11844 at Page 842 and described as follows, Town of Brookhaven, known and designated as part of Lot No. 19 on a certain map entitled "Map of Upham Downs at Miller Place, Section 1", filed in the Office of the Clerk of the County of Suffolk on May 1, 1973 as Map No. 5905 ; and

WHEREAS, in accordance with Local Law 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Stephen O. Harrison and Deborah Harrison, husband and wife, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $800.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at $750.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or his designee, has received and deposited the sum of $800.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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 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. 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 deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED,** that the Director, hereby is authorized to execute and acknowledge a Bargain and Sale Deed, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Stephen O. Harrison and Deborah Harrison, husband and wife, 15 Audubon Gate, Miller Place, New York 11764.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1303

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law 13-1976
Tax Map No. 0200-026.00-02.00-034.001

ADJOINING OWNER	BID	BID	BID
Stephen O. Harrison and Deborah Harrison 15 Audubon Gate Miller Place, New York 11764 0200-026.00-02.00-034.002	$800.00		
Sandra Yu 58 Cedar Drive Miller Place, New York 11764 0200-026.00-02.00-022.001	$750.00		

SIZE OF PARCEL: 102' x 13' x 37' x 72'
APPRAISED VALUE: $750.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971

1303

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

Local Law 13-1976 authorizing the Direct Sale of County owned Real Estate

3. Purpose of Proposed Legislation

Convey County owned parcel to adjacent 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?

_X_ 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

Income from sale

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

Unknown

8. Proposed Source of Funding

None

9. Timing of Impact

2009

10. Name & Title of Preparer Signature of Preparer Date

Lori Bertone- LMS II L. Bertone 3/18/09

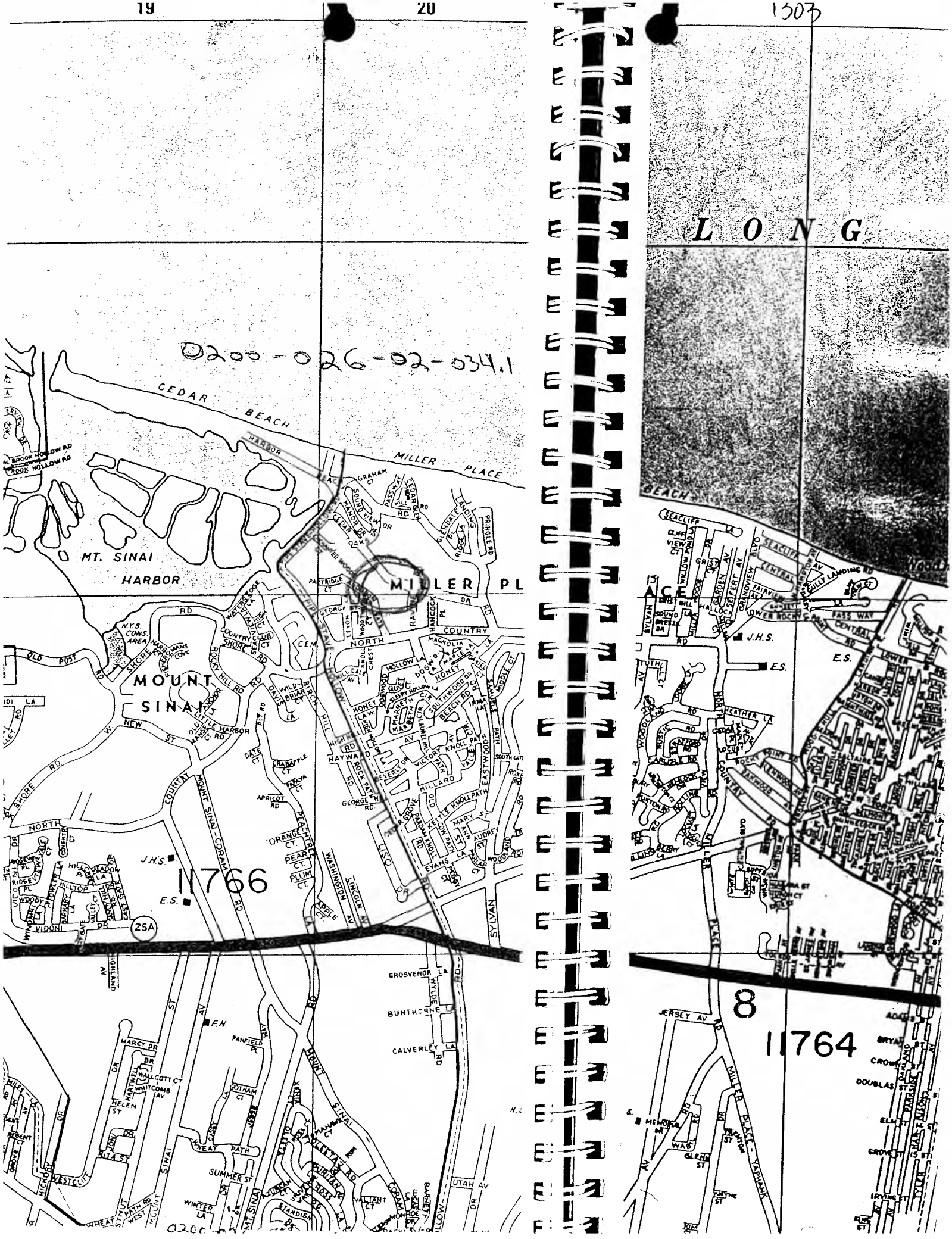
1303

2	School District Line — SCH	Hydrant District Line — H	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:	NOTICE
	Fire District Line — F	Refuse District Line — R	SCHOOL 8	MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.
	Water District Line — W	Historical District Line — HST	FIRE FH1	
	Light District Line — L	Ambulance District Line — A	LIGHT LX1	
	Park District Line — P	Wastewater District Line — WW	PARK	
	Sewer District Line — S		AMBULANCE	

SEWER
HYDRANT
WATER
REFUSE
WASTEWATER

COUNTY OF SUFFOLK
Real Property Tax Service
County Center Riverhead, N.Y.
SCALE IN FEET: 100 0 100

0200- 26-2-34.1


19
20
1303
0200-026-02-034.1
CEDAR BEACH
MILLER PLACE
MT. SINAI HARBOR
MILLER PL
MOUNT SINAI
11766
J.H.S.
E.S.
25A
F.H.
LONG
BEACH
J.H.S.
E.S.
8
11764
JERSEY AV
MILLER PLACE - YAPHANK

(c) Copyright 2006, Pictometry International

0200-26-2-34.1

1303

Gen 3

1303

COUNTY OF SUFFOLK

RECEIVED MAR 24 2009

2009 APR 15 P 4:58

CHRISTOPHER E. KENT
DIVISION DIRECTOR

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

March 18, 2009

Ben Zwirn
Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Bldg. 11th Flr.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0200-026.00-02.00-034.001

Dear Mr. Zwirn:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Christopher E. Kent
Director of the Division of Real Property
Acquisition and Management

CEK:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to: Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Thomas A. Isles, Director of Planning
CE Reso Review, via e-mail

LOCATION
H. LEE DENNISON BLDG. - 2ND FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
FAX (631) 853-5906
FAX (631) 853-5905

Introductory Resolution No. 1304-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife
0900-079.00-01.00-004.000
0900-098.00-03.00-062.000
0900-098.00-03.00-063.000
0900-098.00-03.00-064.000
0900-098.00-03.00-065.000
0900-098.00-03.00-068.000
0900-219.00-01.00-051.000
0900-250.00-04.00-007.000
0900-250.00-04.00-009.000

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900, Section 079.00, Block 01.00, Lot 004.000, **and** District 0900, Section 098.00, Block 03.00, Lots 062.000, 063.000, 064.000, 065.000, and 068.000, **and** District 0900, Section 219.00, Block 01.00, Lot 051.000, **and** District 0900, Section 250.00, Block 04.00, Lot 007.000, **and** District 0900, Section 250.00, Block 04.00, Lot 009.000, and acquired by tax deed on July 18, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 22, 2008, in Liber 12558, at Page 853, and otherwise known as and by Town of Southampton,

PARCEL I – 0900-079.00-01.00-004.000 - known and designated by the Town of Southampton as Lot Nos. 1A-2B/9A-10B, Block C on a certain map entitled "Map of Sea Breeze Estates", as Map 682; and

PARCEL II – 0900-098.00-03.00-062.000 - known and designated by the Town of Southampton as Lot Nos. 1A-2B/9A-10B, Block B on a certain map entitled "Map of Sea Breeze Estates", as Map 682; and

PARCEL III – 0900-098.00-03.00-063.000 - known and designated by the Town of Southampton as Lot Nos. 1-16, Block B on a certain map entitled "Developers Corp. of NY Part 2", as Map 602; and

PARCEL IV – 0900-098.00-03.00-064.000 - known and designated by the Town of Southampton as Lot Nos. 1-16, Block A on a certain map entitled "Developers Corp. of NY Part 2", as Map 602; and

PARCEL V – 0900-098.00-03.00-065.000 - known and designated by the Town of Southampton as Lot Nos. 2B/10B Block A on a certain map entitled "Map of Sea Breeze Estates", as Map 682; and

PARCEL VI – 0900-098.00-03.00-068.000 - known and designated by the Town of Southampton as Lot Nos. 1-16, Block L on a certain map entitled" Developers Corp. of NY Part 1", as Map 602; and

PARCEL VII – 0900-219.00-01.00-051.000 - known and designated by the Town of Southampton as Lot Nos. 35-55, on a certain map entitled "Quogue Park Terrace"; and

PARCEL VIII – 0900-250.00-04.00-007.000 - known and designated by the Town of Southampton as Lot No. 32, on a certain map entitled "Quogue Park Terrace" as Map 359; and

PARCEL IX – 0900-250.00-04.00-009.000 - known and designated by the Town of Southampton as Lot Nos. 1-30, on a certain map entitled "Quogue Park Terrace" as Map 359; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such properties as was acquired by the County of Suffolk by Tax Deed on July 18, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 22, 2008 in Liber 12558 at Page 853.

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

WHEREAS, FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife, by Noel Bordador, as Attorney in Fact, have made application of said above described parcels and FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife, by Noel Bordador, as Attorney in Fact, have paid the application fees and $3,093.69, 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, 2009; and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or his designee, be and he hereby is authorized to execute and acknowledge Quitclaim Deeds to FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife, 512 East 12th Street, New York, New York 10009, to transfer the interest of Suffolk County in the above described properties and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

50.I

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-079.00-01.00-004.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $179.57

Taxes.....2008/2009..... PAID

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $179.57

Monies Received..... $179.57

RESOLUTION AMOUNT..... $179.57

APPROVED:

Karen A Slater 3/18/09
Accounting
DB:sc

PREPARED BY:

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

COMPUTATION Y SUFFOLK COUNTY TREA URER

1304

DISTRICT	SECTION	BLOCK	LOT
0900	079.00	01.00	004.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $160.78

2008/09 TAXES ARE PAID IN FULL

TOTAL: $160.78

B. INTEREST DUE $10.24
C. TOTAL $171.02
D. 5% LINE C $8.55
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $179.57

5/18/09

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 Suffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

Interest and penalty computed to and including 08/09/09

3

1304

FOR ADJOIN AREA SEE MAP NO.30

40 41 42

0900-079.00-01.00-004.000

DEERFIELD

MACKAY RADIO

HAMPTON PARK

WESTERN UNION EXPM. LAB.

11976

Mill Pond

LONG ISLAND R.R.

WATER MILL

COBB

FLYING POINT

WICKAPOGUE

SOUTHAMPTON H.S.

TOWN HALL

SOUTHAMPTON HOSP

Little Fresh Pond

Old Town Pond

Wickapogue Pond

Phillips Pond

Jule Pd.

Channel Pond

Mill Cr.

(Montauk

ton Beach Club

N

1304

Revisions
07-03-96
08-02-96
01-28-97
04-30-97
06-26-97
07-31-98
10-02-98
02-23-99
02-25-00
02-23-01
04-25-01
07-16-02
04-07-03
04-22-03
06-19-03
11-21-03
02-13-04
02-19-04
07-09-04
02-09-05
02-24-05
07-26-05
09-15-06
11-30-06
02-06-07
05-14-07
01-30-08
02-15-08

0900-079.00-01.00-004.000

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-098.00-03.00-062.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $179.57

Taxes.....2008/2009..... PAID

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $179.57

Monies Received..... $179.57

RESOLUTION AMOUNT..... $179.57

APPROVED:

Karen A Slater 3/18/09
Accounting
DB:sc

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

COMPUTATION ' ' SUFFOLK COUNTY TREA' RER

DISTRICT	SECTION	BLOCK	LOT
0900	098.00	03.00	062.000

1304

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $160.78

2008/09 TAXES ARE PAID IN FULL

TOTAL: $160.78

B. INTEREST DUE $10.24
C. TOTAL $171.02
D. 5% LINE C $8.55
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $179.57

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby ertify that the above monies are now due and owing upon the real property sought to be redeemed and that ıch 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 Suffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

Interest and penalty computed to and including 08/09/09

3

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-098.00-03.00-063.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $202.92

Taxes.....2008/2009..... PAID

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $202.92

Monies Received..... $202.92

RESOLUTION AMOUNT..... $202.92

APPROVED:

Karen Abbate 3/18/09
Accounting
DB:sc

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

COMPUTATION ' SUFFOLK COUNTY TREA JRER

DISTRICT	SECTION	BLOCK	LOT
900	098.00	03.00	063.000

1304

.. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

005/06 $181.69

008/09 TAXES ARE PAID IN FULL

TOTAL: $181.69

INTEREST DUE	$11.57
TOTAL	$193.26
5% LINE C	$9.66
FEE	
MISC	
MISC	

TOTAL DUE $202.92

3/18/09

CERTIFICATION BY COUNTY TREASURER

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

N TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County ıffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

erest and penalty computed to
ıd including 08/09/09

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1304

March 17, 2009

Tax Map No.: 0900-098.00-03.00-064.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $202.92

Taxes.....2008/2009..... PAID

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $202.92

Monies Received..... $202.92

RESOLUTION AMOUNT..... $202.92

PREPARED BY:

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

APPROVED:

Karen A Slater 3/18/09
Accounting
DB:sc

COMPUTATION / SUFFOLK COUNTY TREA)RER

DISTRICT	SECTION	BLOCK	LOT
0900	098.00	03.00	064.000

1304

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $181.69

2008/09 TAXES ARE PAID IN FULL

TOTAL: $181.69

B. INTEREST DUE $11.57
C. TOTAL $193.26
D. 5% LINE C $9.66
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $202.92

KP 3/18/09

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby ertify that the above monies are now due and owing upon the real property sought to be redeemed and that ich 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 Suffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

'nterest and penalty computed to and including 08/09/09

;

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1304

March 17, 2009

Tax Map No.: 0900-098.00-03.00-065.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $179.57

Taxes.....2008/2009..... PAID

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $179.57

Monies Received..... $179.57

RESOLUTION AMOUNT..... $179.57

PREPARED BY:

Diane Bishop
Redemption Unit
(631) 853-5932

APPROVED:

Karen A Slater 3/18/09
Accounting
DB:sc

COMPUTATION ' ' SUFFOLK COUNTY TREA' 'RER

1304

DISTRICT	SECTION	BLOCK	LOT
0900	098.00	03.00	065.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $160.78

2008/09 TAXES ARE PAID IN FULL

TOTAL: $160.78

B. INTEREST DUE $10.24
C. TOTAL $171.02
D. 5% LINE C $8.55
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $179.57

3/18/09

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby ertify that the above monies are now due and owing upon the real property sought to be redeemed and that uch 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 Suffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

Interest and penalty computed to and including 08/09/09

S

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-098.00-03.00-068.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $226.27

Taxes.....2008/2009..... PAID

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $226.27

Monies Received..... $226.27

RESOLUTION AMOUNT..... $226.27

APPROVED:

Karen A Slater 3/18/09
Accounting
DB:sc

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

1304

DISTRICT	SECTION	BLOCK	LOT
0900	098.00	03.00	068.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $202.60

2008/09 TAXES ARE PAID IN FULL

TOTAL: $202.60

B. INTEREST DUE $12.90
C. TOTAL $215.50
D. 5% LINE C $10.77
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $226.27

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 Suffolk and State of New York. 10-Feb-09

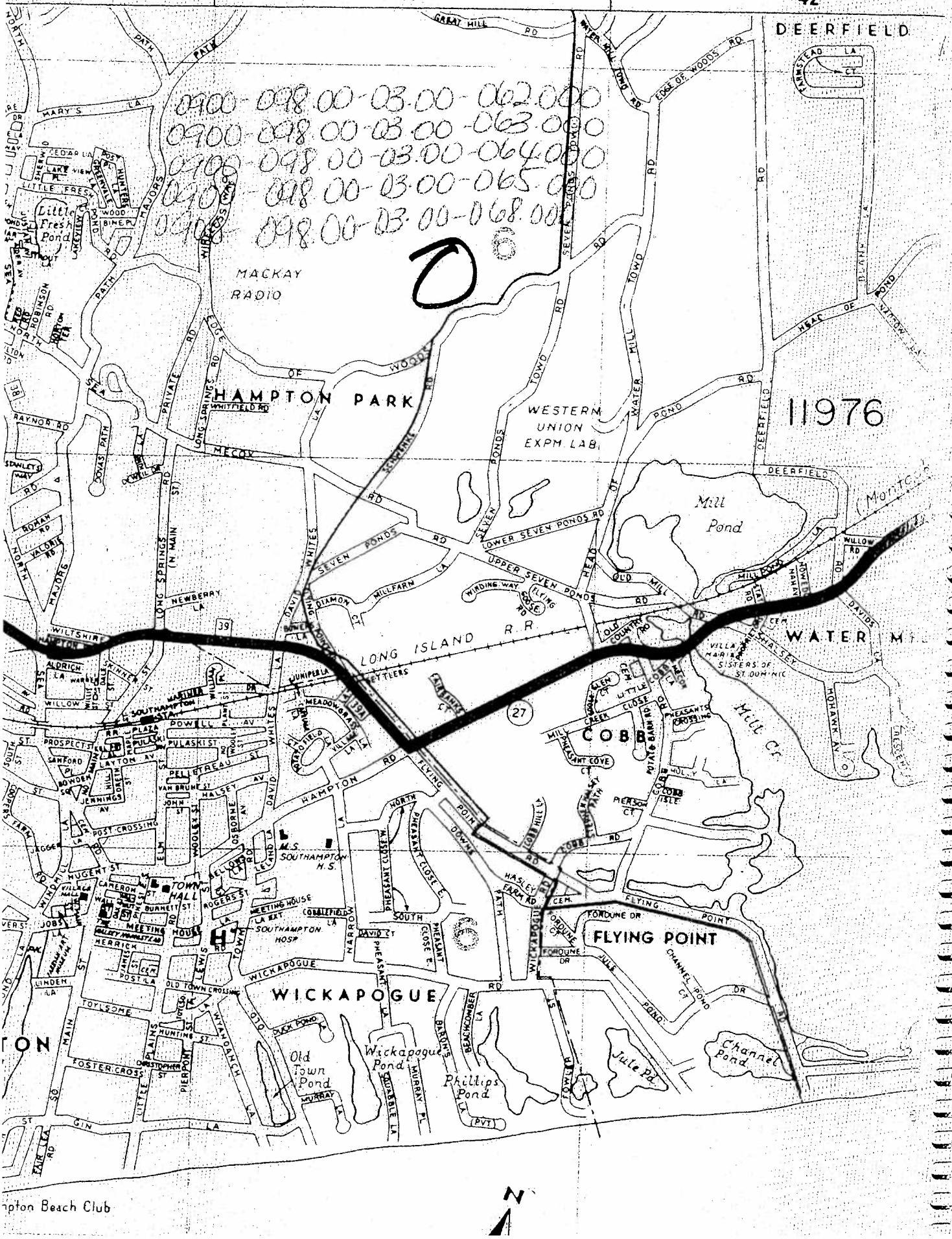
Diane M. Stuke
Deputy County Treasurer

Interest and penalty computed to and including 08/09/09

S

1304

FOR ADJOINING AREA SEE MAP NO. 30



...mpton Beach Club

1304

0900-098.00-03.00-062.000
0900-098.00-03.00-063.000
0900-098.00-03.00-064.000
0900-098.00-03.00-065.000
0900-098.00-03.00-068.000

NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N.Y. 11901
SCALE IN FEET

KEY MAP

TOWN OF SOUTHAMPTON
VILLAGE OF
DISTRICT NO. 0900

SECTION NO. 098
PROPERTY MAP

CONVERSION DATE

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-219.00-01.00-051.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $677.80

Taxes.....2008/2009..... $ 91.82

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $769.62

Monies Received..... $769.62

RESOLUTION AMOUNT..... $769.62

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

APPROVED:

Karen A Blatz 3/18/09
Accounting
DB:sc

COMPUTATION / SUFFOLK COUNTY TREA IRER

1304

DISTRICT	SECTION	BLOCK	LOT
0900	219.00	01.00	051.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $606.88

2008/09 TAXES IN THE AMOUNT OF $91.82 NOT INCLUDED IN COMPUTATION

TOTAL: $606.88

B. INTEREST DUE $38.64
C. TOTAL $645.52
D. 5% LINE C $32.28
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $677.80

8/18/09

CERTIFICATION BY COUNTY TREASURER

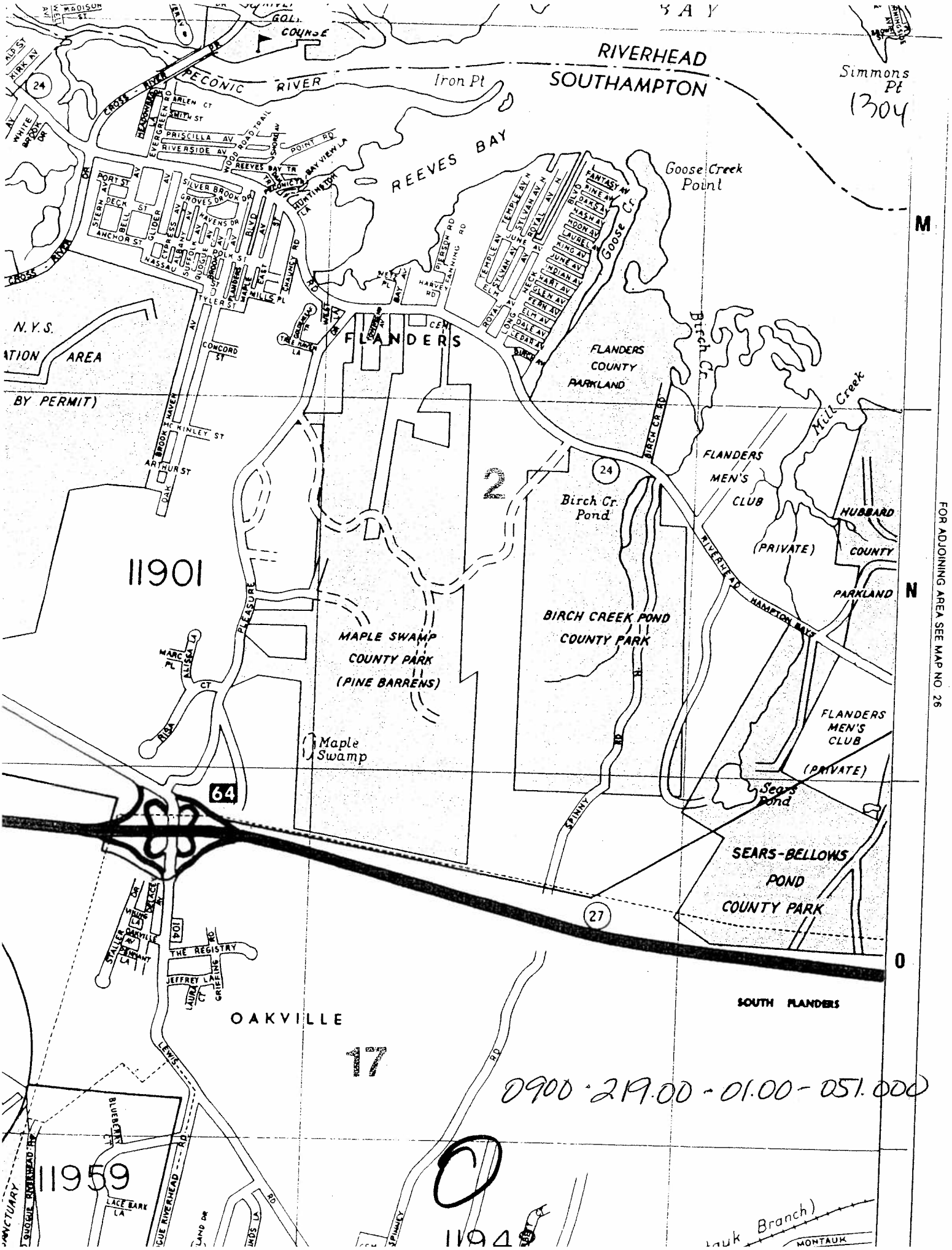
I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby ertify that the above monies are now due and owing upon the real property sought to be redeemed and that uch sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County f Suffolk and State of New York. 10-Feb-09

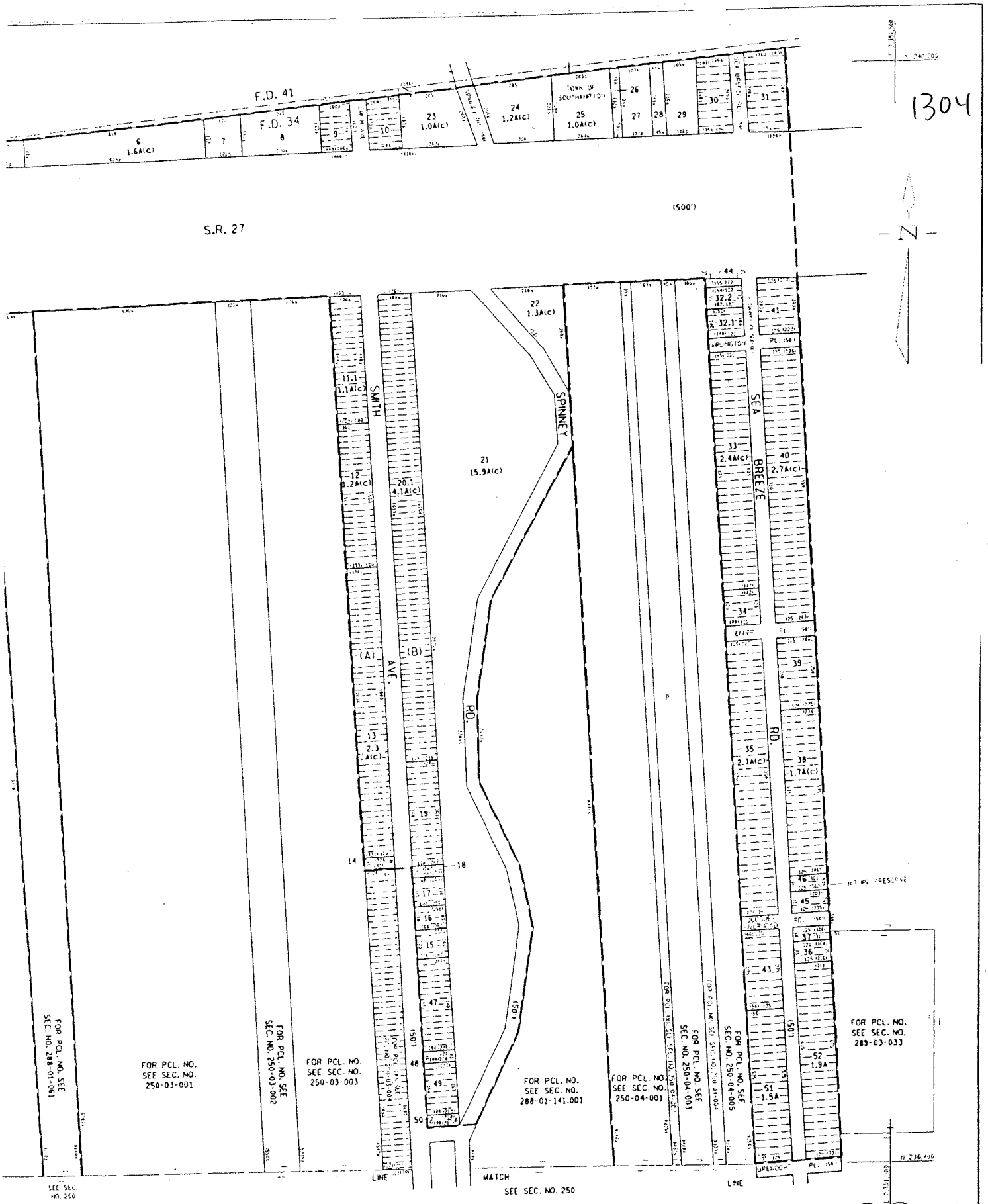
Diane M. Stuke
Deputy County Treasurer

Interest and penalty computed to and including 08/09/09

S



RIVERHEAD
SOUTHAMPTON
Iron Pt
Simmons Pt
1304
PECONIC RIVER
REEVES BAY
Goose Creek Point
Goose Cr.
Birch Cr.
Mill Creek
FLANDERS
FLANDERS COUNTY PARKLAND
FLANDERS MEN'S CLUB
(PRIVATE)
HUBBARD COUNTY PARKLAND
Birch Cr. Pond
BIRCH CREEK POND COUNTY PARK
MAPLE SWAMP COUNTY PARK (PINE BARRENS)
Maple Swamp
FLANDERS MEN'S CLUB
(PRIVATE)
Sears Pond
SEARS-BELLOWS POND COUNTY PARK
SOUTH FLANDERS
OAKVILLE
N.Y.S. ATION AREA
BY PERMIT)
11901
2
17
11959
11943
0900-219.00-01.00-051.000
FOR ADJOINING AREA SEE MAP NO. 26



0900-219.00-01.00-051.000

PROPERTIES DISTRICTS	NOTICE MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAPS IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.	COUNTY OF SUFFOLK © Real Property Tax Service Agency County Center Riverhead, N.Y. 11901 SCALE IN FEET	KEY MAP	TOWN OF SOUTHAMPTON VILLAGE OF DISTRICT NO 0900	SECTION NO 1 219 PROPERTY MAP

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-250.00-04.00-007.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $242.12

Taxes.....2008/2009..... $ 4.30

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $246.42

Monies Received..... $246.42

RESOLUTION AMOUNT..... $246.42

APPROVED:

Karen A Slater 3/18/09
Accounting
DB:sc

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

COMPUTATION I SUFFOLK COUNTY TREAS RER

DISTRICT	SECTION	BLOCK	LOT 1304
)900	250.00	04.00	007.000

\. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

:005/06 $216.79

:008/09 TAXES IN THE AMOUNT OF $4.30 NOT INCLUDED IN COMPUTATION

TOTAL: $216.79

. INTEREST DUE $13.80
. TOTAL $230.59
. 5% LINE C $11.53
. FEE
. MISC
. MISC

. TOTAL DUE $242.12

CERTIFICATION BY COUNTY TREASURER

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

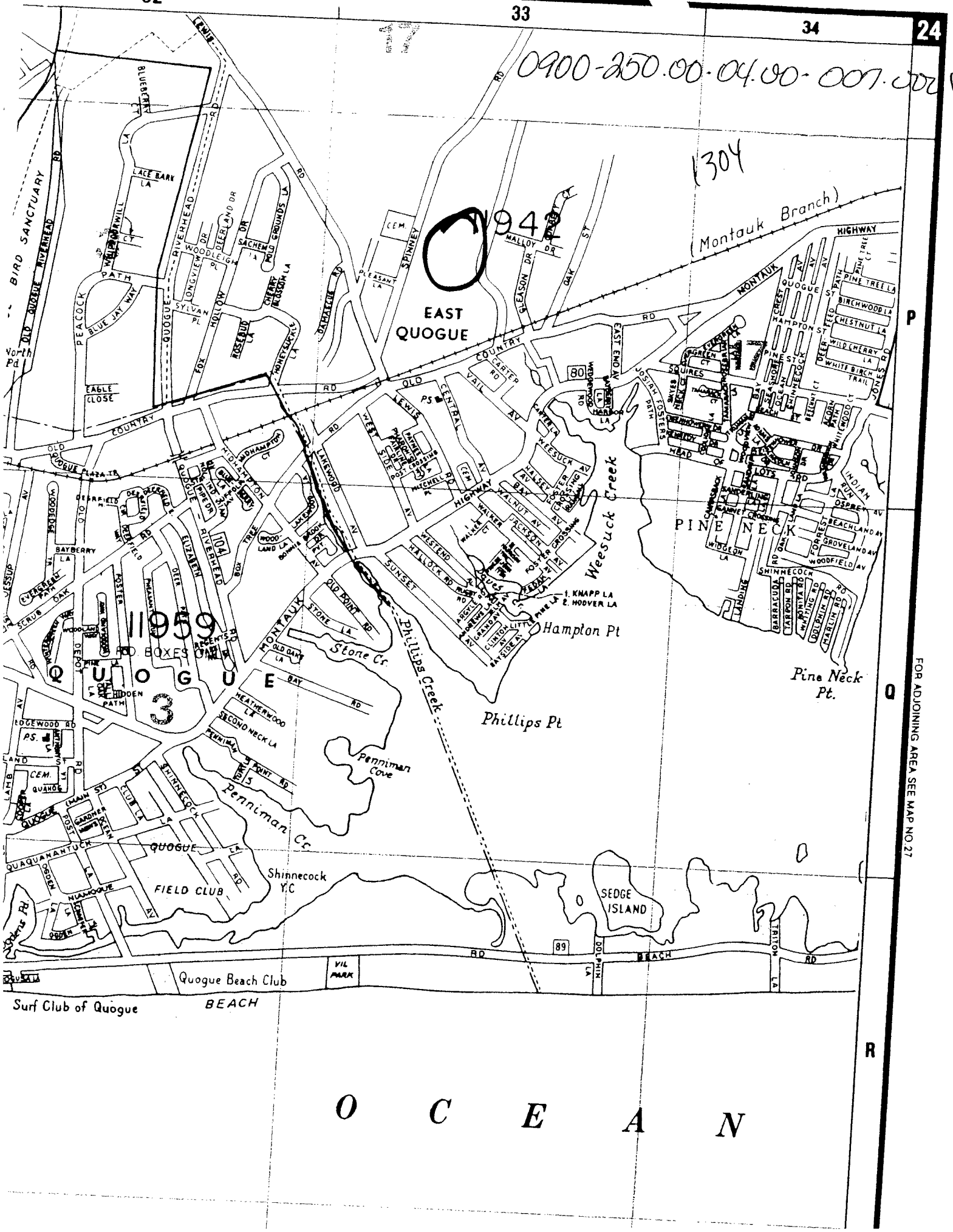
IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County Suffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

nterest and penalty computed to
and including 08/09/09

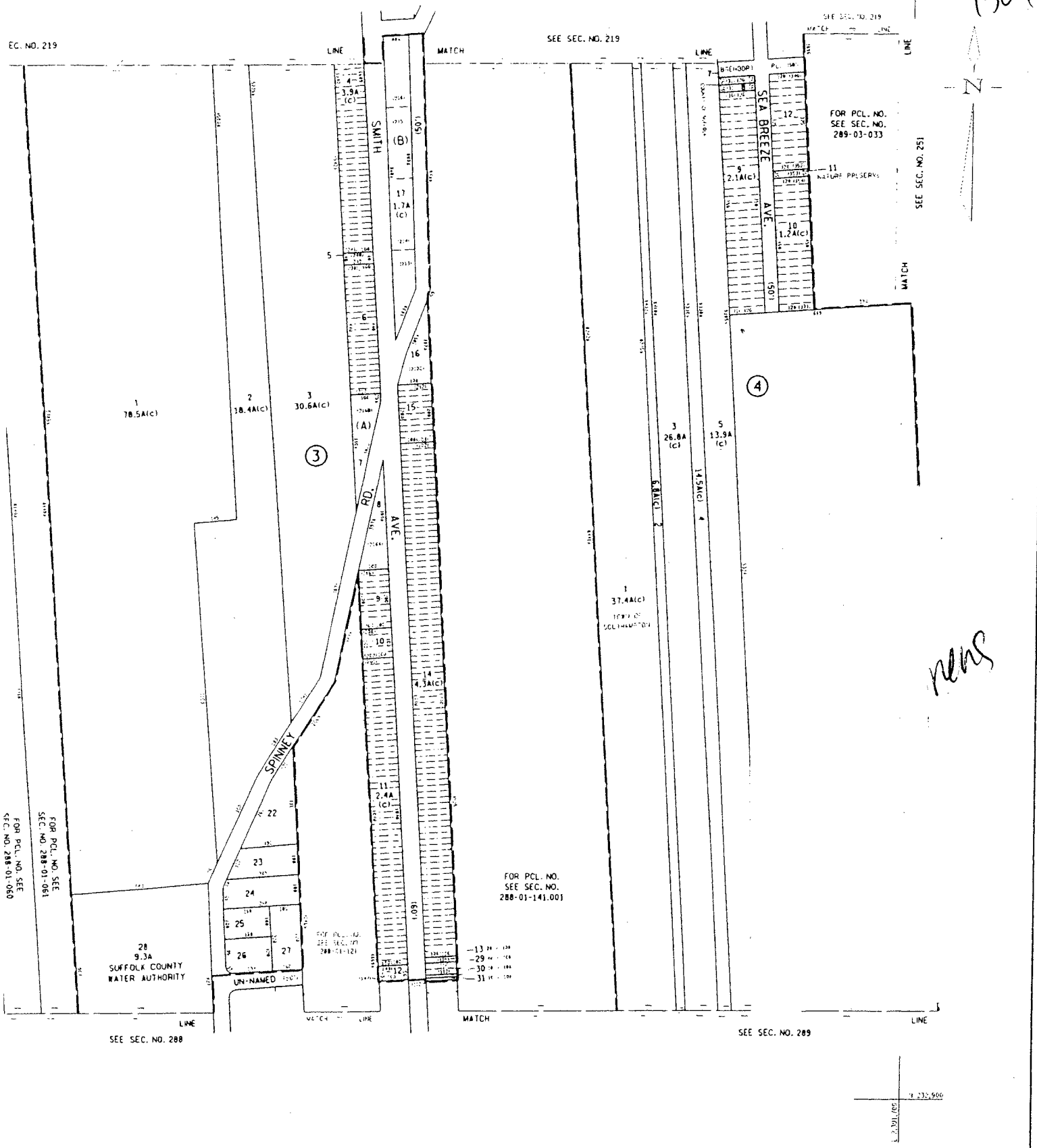
0900-250.00-04.00-007.002 13

1304



0900-250.-0-04.00-007.000

1304



PROPERTIES DISTRICTS:	NOTICE	COUNTY OF SUFFOLK © Real Property Tax Service Agency County Center Riverhead, N.Y. 11901 SCALE IN FEET	KEY MAP	TOWN OF SOUTHAMPTON	SECTION NO
	MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.			VILLAGE OF	250
				DISTRICT NO 0900	PROPERTY MAP

CONVERSION DATE: Sep. 05, 1997

1304

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 17, 2009

Tax Map No.: 0900-250.00-04.00-009.000
Name of Last Legal Fee Owner: FELIPE C. PAEZ and GENEROSA B. PAEZ, his wife

TREASURER'S COMPUTATION..... $772.95

Taxes.....2008/2009..... $133.88

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $906.83

Monies Received..... $906.83

RESOLUTION AMOUNT..... $906.83

APPROVED:

Karen A. Blain 3/18/09
Accounting
DB:sc

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

COMPUTATION I SUFFOLK COUNTY TREAS RER

1304

DISTRICT	SECTION	BLOCK	LOT
0900	250.00	04.00	009.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06 $692.08

2008/09 TAXES IN THE AMOUNT OF $133.88 NOT INCLUDED IN COMPUTATION

TOTAL: $692.08

B. INTEREST DUE $44.06
C. TOTAL $736.14
D. 5% LINE C $36.81
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $772.95

3/18/09

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.

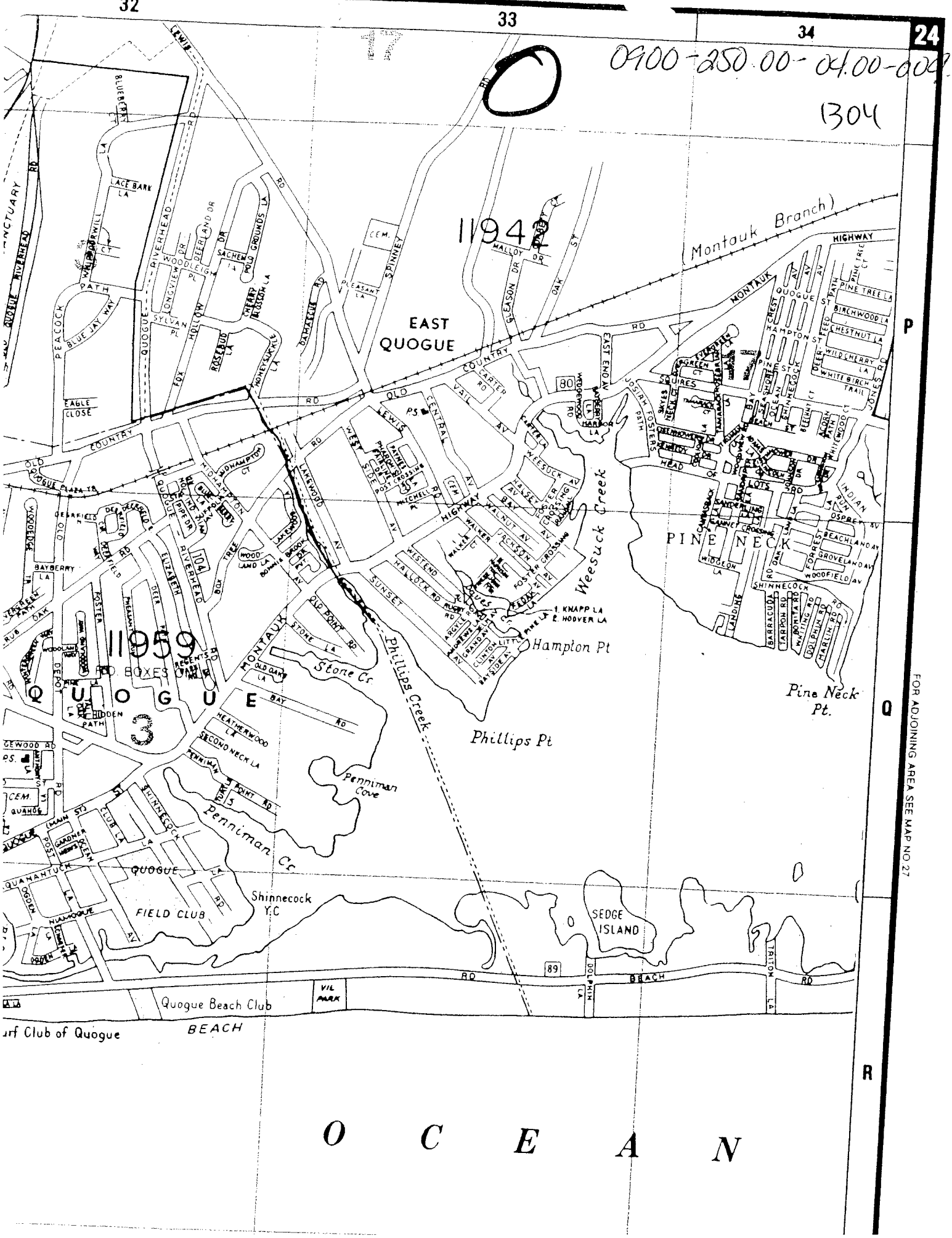
IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County Suffolk and State of New York. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

Interest and penalty computed to and including 08/09/09

0900-250.00-04.00-004.000

1304



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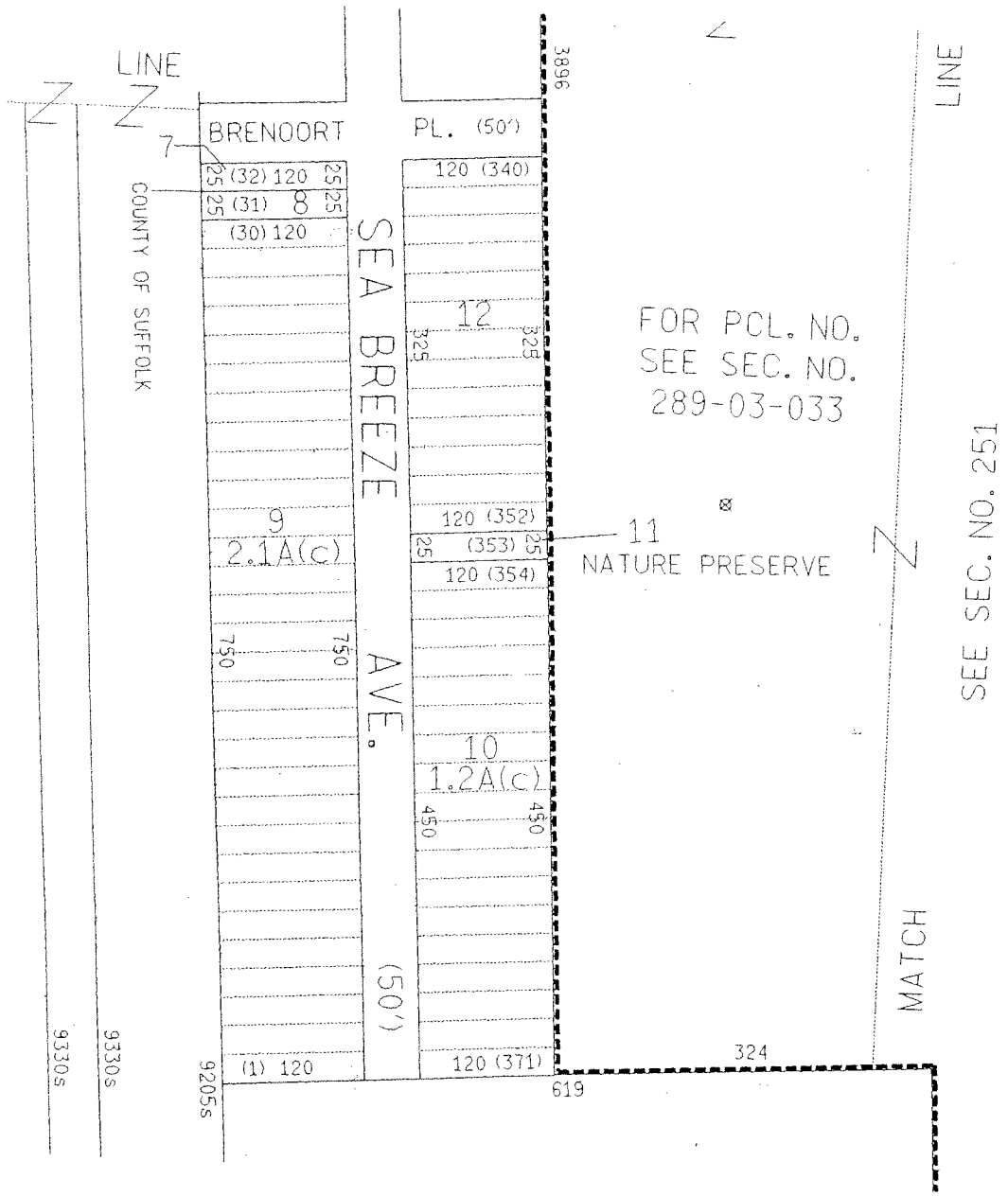


0900-250-04.009

Intro Res. No. 1305-09 Laid on Table 4/28/09

Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY TREASURER BY: COUNTY LEGISLATURE #318-09

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments and grant refunds of taxes, in the case of erroneous or improper assessments, pursuant to the provisions of the Real Property Tax Law and the Suffolk County Tax Act, and

WHEREAS, the properties represented by the item numbers or tax map numbers indicated below have been erroneously or improperly assessed as appears from the certificates of Assessors of the respective towns in which said properties are situated as described below and the procedures as provided in the Real Property Tax Law have been fully complied with, now, therefore, be it

RESOLVED, that the taxes for the properties represented by the item numbers or tax map numbers as shown for the year or years specified be readjusted or refunded in full or in part in the amount set opposite each such parcel as hereinafter indicated, and

BE IT FURTHER RESOLVED that the amount of such adjustment or refund be charged back to the respective town as provided by law.

Description	Year	Original Tax	Corrected Tax	Chargeback or Refund, if paid
0200-830.00-02.00-026.003 (Item No. 8535944)	2008/09	$44,461.24	0	$44,461.24

Dated:

Approved By:

Suffolk County Executive

Date of Approval:

1305

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   ResolutionXXX Local Law Charter Law

2. Title of Proposed Legislation
   To readjust, compromise and grant refunds and charge backs on Correction of Errors/County Treasurer By: County Treasurer

3. Purpose of Proposed Legislation
   To cancel or adjust taxes and make refunds and charge backs due to erroneous or improper assessments.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES XXX** NO

5. If the answer to item 5 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
   In the case of refunds, the County will initially refund the amount of the incorrect tax. Approximately 81% of the refunded amount will be charged back to the Town to be added to the subsequent year's tax warrant. The remainder will be a County charge. If the original tax is unpaid, the same procedure would apply, however, no County monies would be refunded and it will be charged back to the Town within twelve to eighteen months.

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

8. Proposed Source of Funding
   To be refunded from the County General Fund

9. Timing of Impact
   Variable

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

Angie M. Carpenter
County Treasurer

Angie M. Carpenter 3/24/09

Introductory Resolution No. 1306-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2009, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF SOUTHAMPTON FOR AFFORDABLE HOUSING PURPOSES

WHEREAS, the County of Suffolk is the fee owner of certain parcels which are particularly described in Exhibit "A" attached hereto:

WHEREAS, said parcels are surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Southampton, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it see annexed Resolution hereto marked as Exhibit "B"; and

WHEREAS, the transfer of these parcels are pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Workforce Housing has approved the use of these parcels for the purposes stated above; now, therefore, be it

1st **RESOLVED,** the subject parcels shall be conveyed to the Town of Southampton, Suffolk County, New York for affordable housing use, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee is not restricted in its use of the subject premises solely and exclusively for affordable housing purposes; with all right, title, and interest reverting to the grantor, at the sole option of the grantor, in the event that the housing purposes, in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Affordable Housing or any successor thereto. Such extension shall not exceed two two year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Affordable Housing prior to closing of the title with any affordable housing grantee

a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and

b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and

c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and

d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Affordable Housing with an annual written report, no later than December 31 of each year commencing December 31, 2009, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

2nd **RESOLVED,** the grantee will be restricted in its use of the subject parcels and will use said parcels solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcels for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcels with said parcels being used thereafter for other than affordable housing.

3rd **RESOLVED,** that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and /or contamination on said properties. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor.

4th **RESOLVED,** that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event , and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof.

5th **RESOLVED,** the conveyance of the parcel described to the Town of Southampton for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs.

6th **RESOLVED**, that the Director of Real Property Acquisition and Management, or his designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described properties upon the above-described terms and conditions.

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c)(20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Exhibit "A"

Tax Map No.	Location	Acres
0900-022.00-01.00-068.000	N/S/O Middle Road, 317' E/O Millstone Road Sag Harbor	3.0
0900-024.00-01.00-018.000	269' E/O Stony Hill Road 162' S/O Hillside Avenue Sag Harbor	4.6
0900-167.00-02.00-020.000	E/S/O Flanders Blvd 300' S/O McKinley Street Riverhead	0.32

Exhibit - "B"

Southampton Town Board
116 Hampton Road
Southampton, NY 11968

ADOPTED

RESOLUTION 2008-1755

Meeting: 12/09/08 01:00 PM
Department: Housing Office
Category: Real Estate & Easements
Prepared By: Mary Voisey
Initiator: John White
Sponsors: Supervisor Linda Kabot
DOC ID: 9143 A

Request to Acquire Properties from the County of Suffolk Pursuant to General Municipal Law 72-H for Affordable Housing Purposes

WHEREAS, the County of Suffolk has acquired three parcels within the Town of Southampton: 434 Flanders Blvd South, Flanders (900-167-2-20); 537 Middle Line Highway, Noyac, (900-22-1-68); and 114 Stoney Hill Road, Noyac, (900-24-1-18); and

WHEREAS, said real properties consist of .32 acres zoned CR40, 3 acres zoned CR200 and 7.35 acres zoned R40, respectively; and

WHEREAS, said parcels are eligible for transfer to the Town through General Municipal Law §72-h; and

WHEREAS, the Town Board wishes to promote affordable housing and finds the subject properties to be potentially suitable sites to provide same; and

WHEREAS, §72-h of the General Municipal Law permits the County of Suffolk to convey said property to the Town with or without consideration; and

WHEREAS, Suffolk County has offered to transfer the parcels to the Town of Southampton without consideration; and

NOW THEREFORE BE IT RESOLVED, that the Town of Southampton hereby requests that the Suffolk County Legislature authorize the conveyance of said properties to the Town of Southampton without consideration notwithstanding apportionment of the real property taxes pursuant to §72-h of the General Municipal Law; and

BE IT FURTHER RESOLVED, that the Department of Land Management is authorized to obtain title insurance and a survey of said properties; and

BE IT FURTHER RESOLVED, that the Town Attorney is authorized to enter into negotiations to acquire said properties; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to enter into a contract of sale and execute any instruments necessary to close title on these properties; and

BE IT FURTHER RESOLVED, that the cost of said acquisition and incidental closing expenses, title insurance and surveys, shall come from Account G/L # 80-51-8910-21-6241-1119 -- Affordable Housing Opportunity Bank not to exceed budget.

Financial Impact

Source of this funding is Account G/L # 80-51-8910-21-6241-1119 -- Affordable Housing Opportunity Bank, not to exceed budget.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Linda Kabot, Supervisor
SECONDER:	Anna Throne-Holst, Councilwoman
AYES:	Kabot, Russo, Graboski, Throne-Holst, Nuzzi

1306

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York II788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF SOUTHAMPTON

Tax Map No.: See attached Exhibit "A"

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$33,354.37

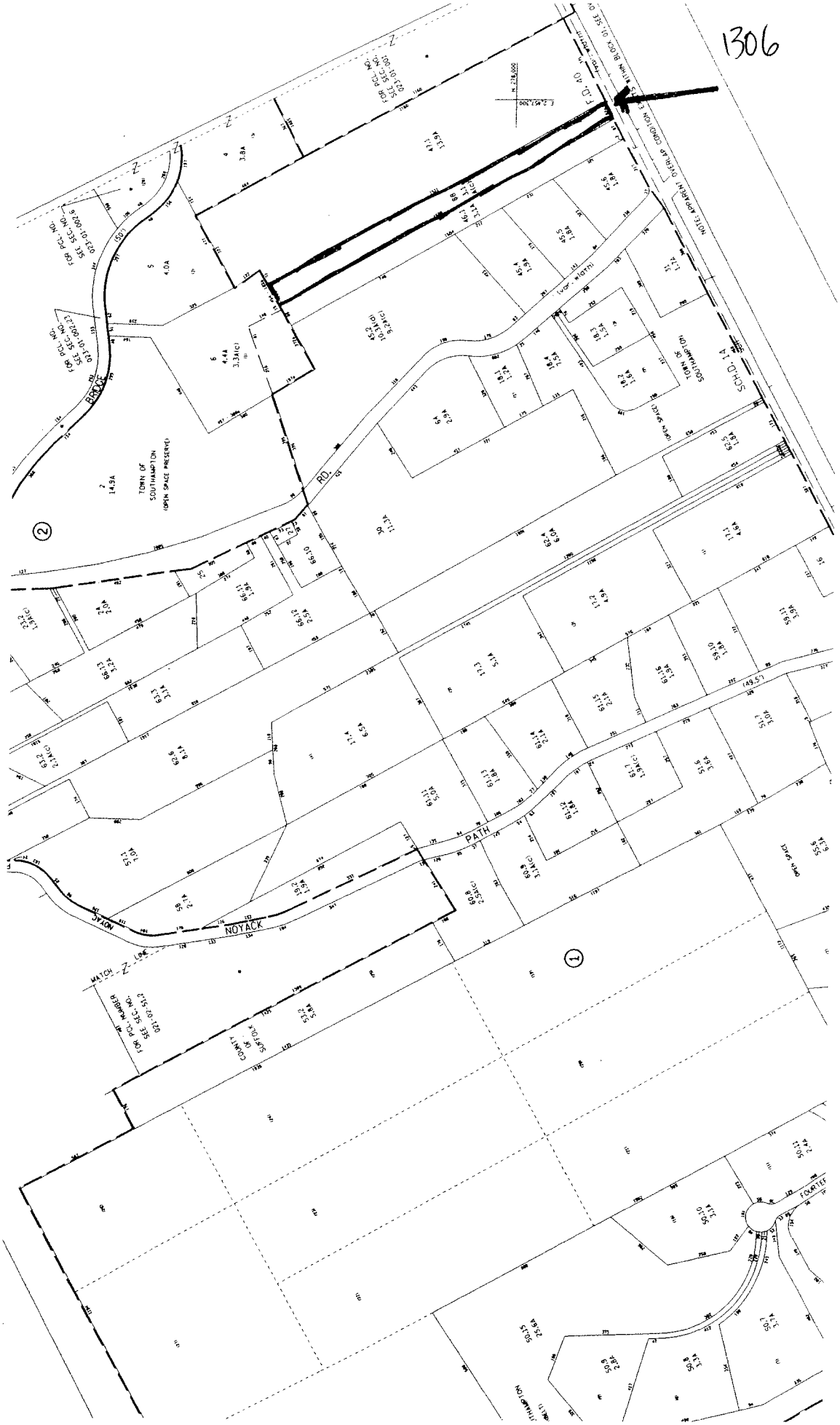
PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

1306



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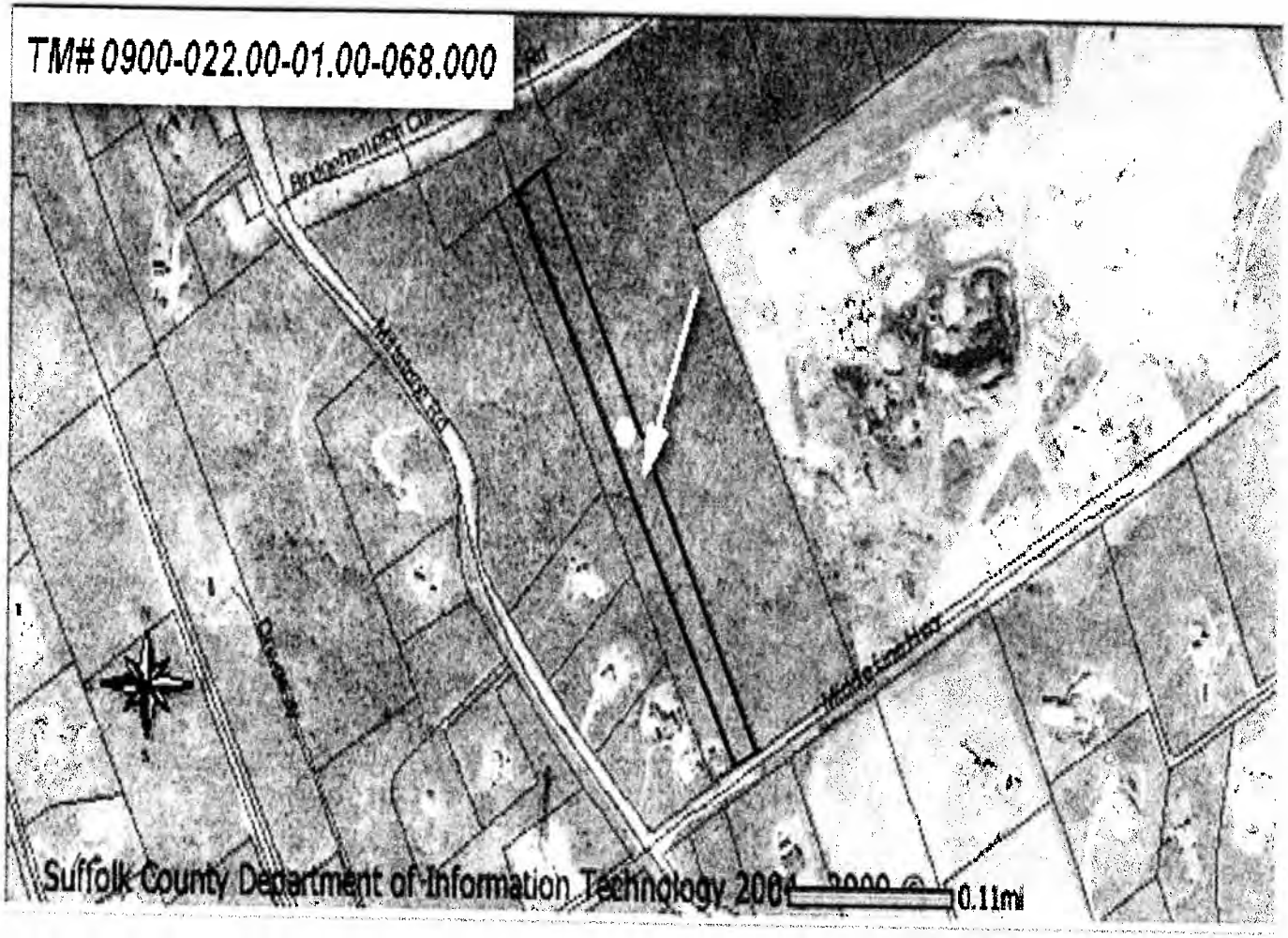
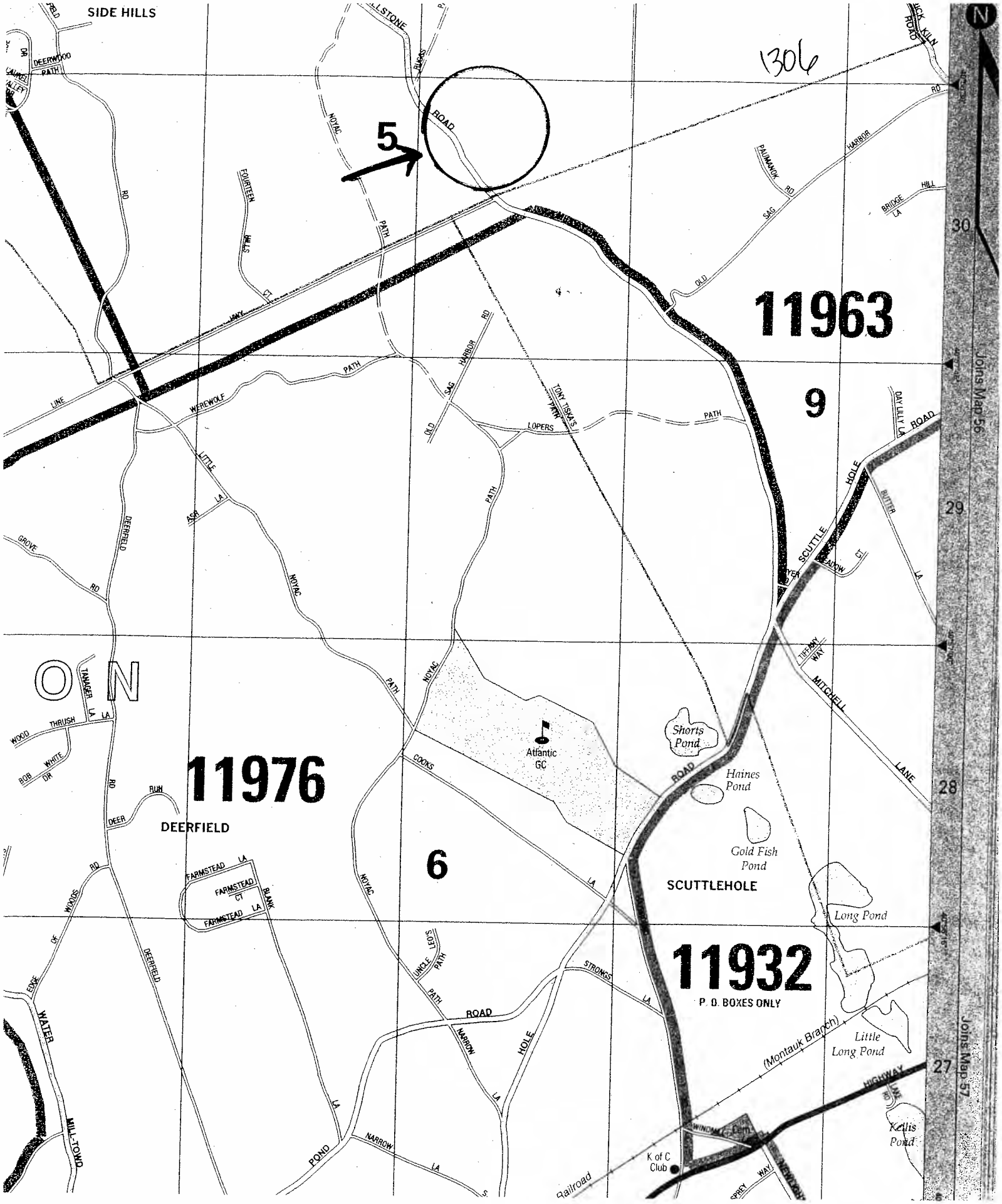

TM# 0900-022.00-01.00-068.000
Bridgehampton Cir
Middle Line Hwy
Suffolk County Department of Information Technology 200
0.11mi



Tm # 0900-022.00-01.00-068.000

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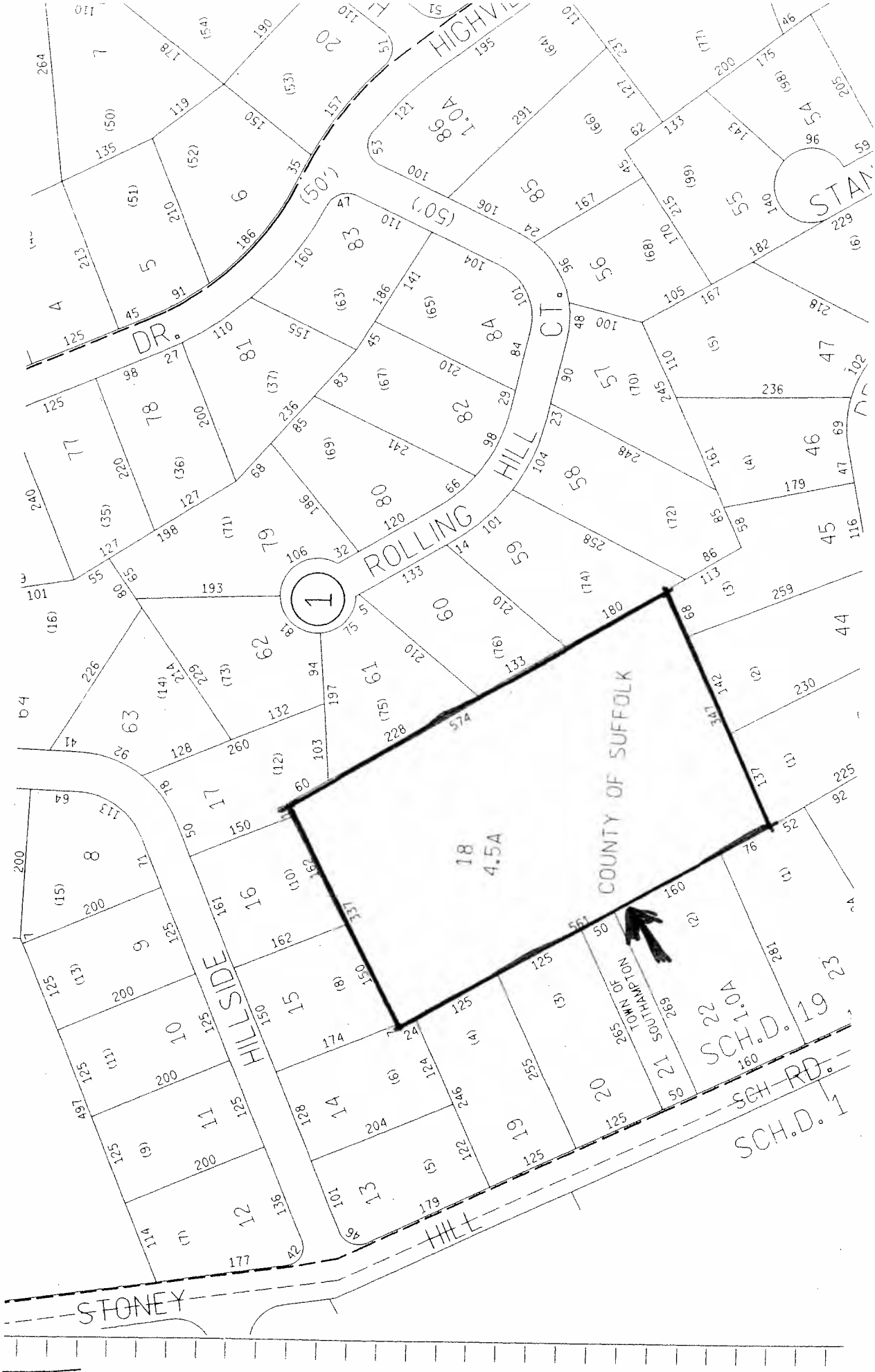

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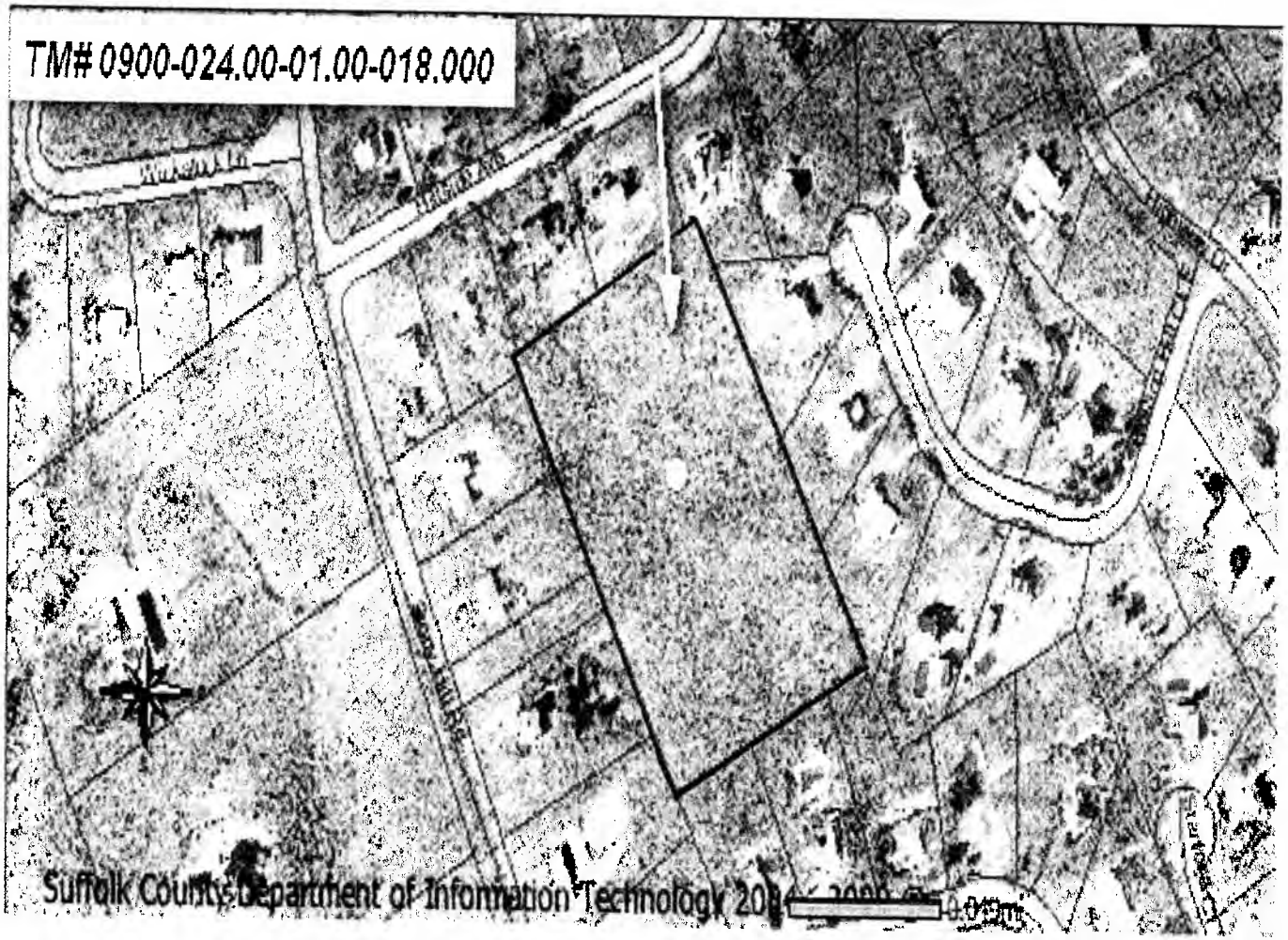
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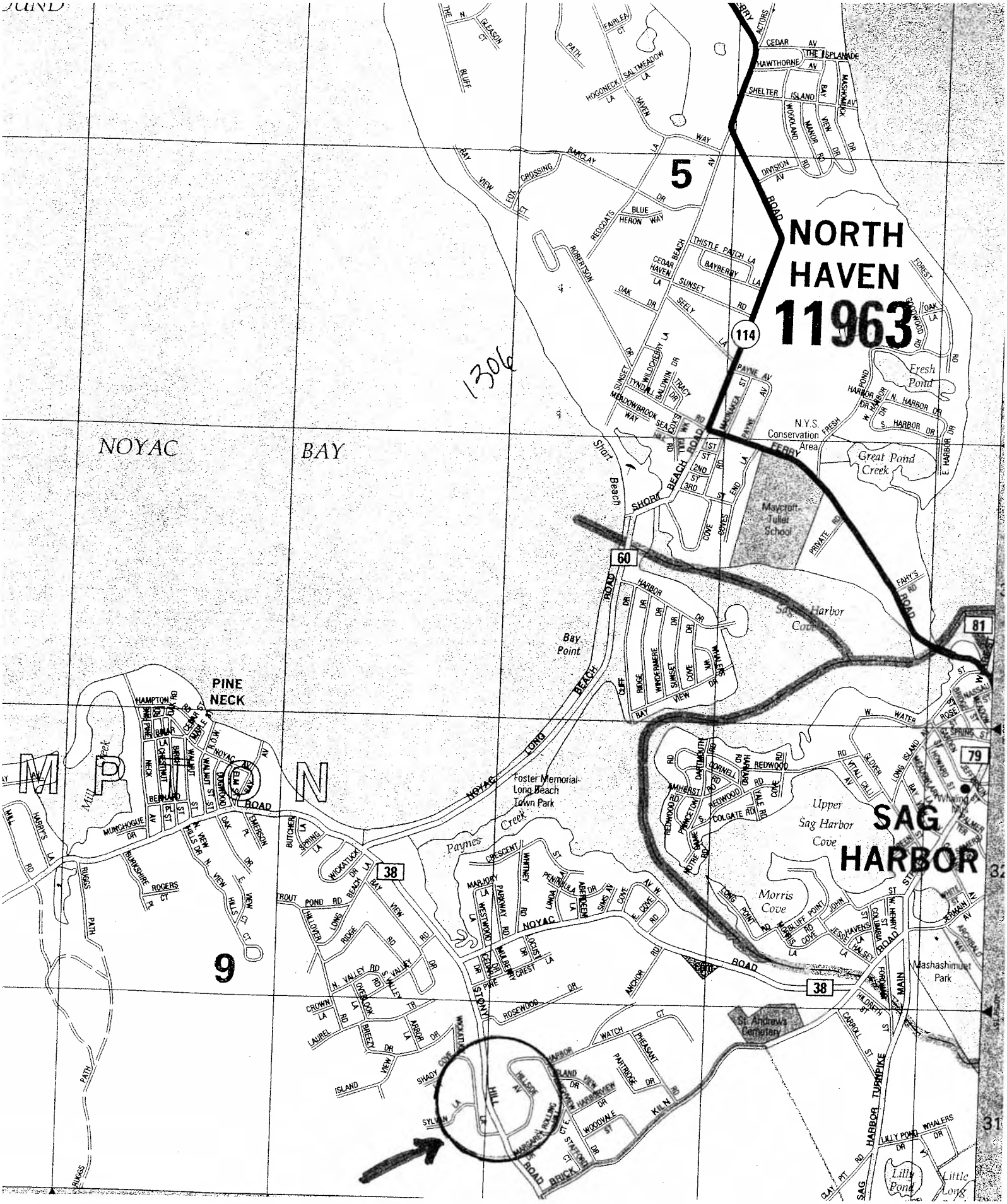
Suffolk County Department of Information Technology 20



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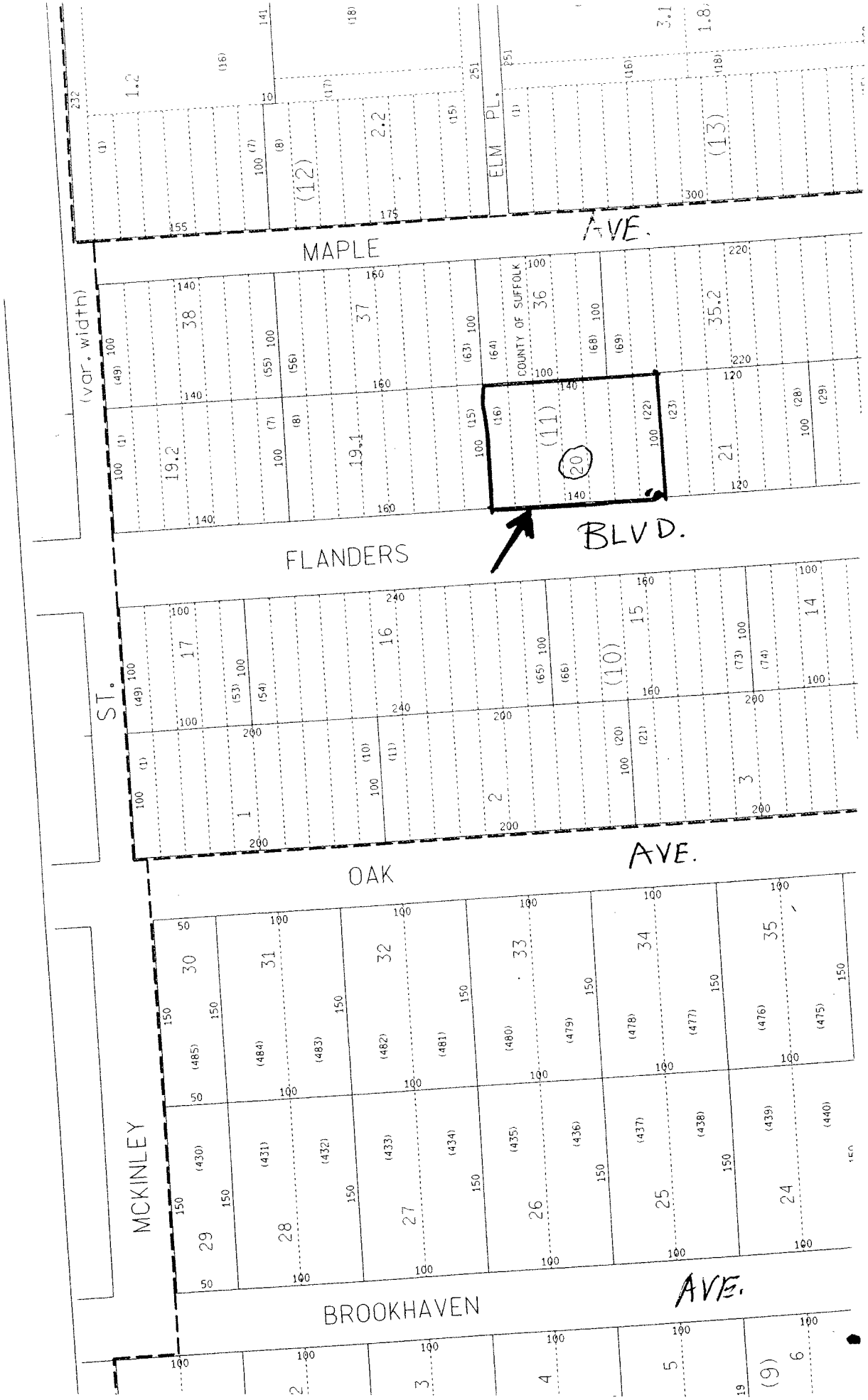

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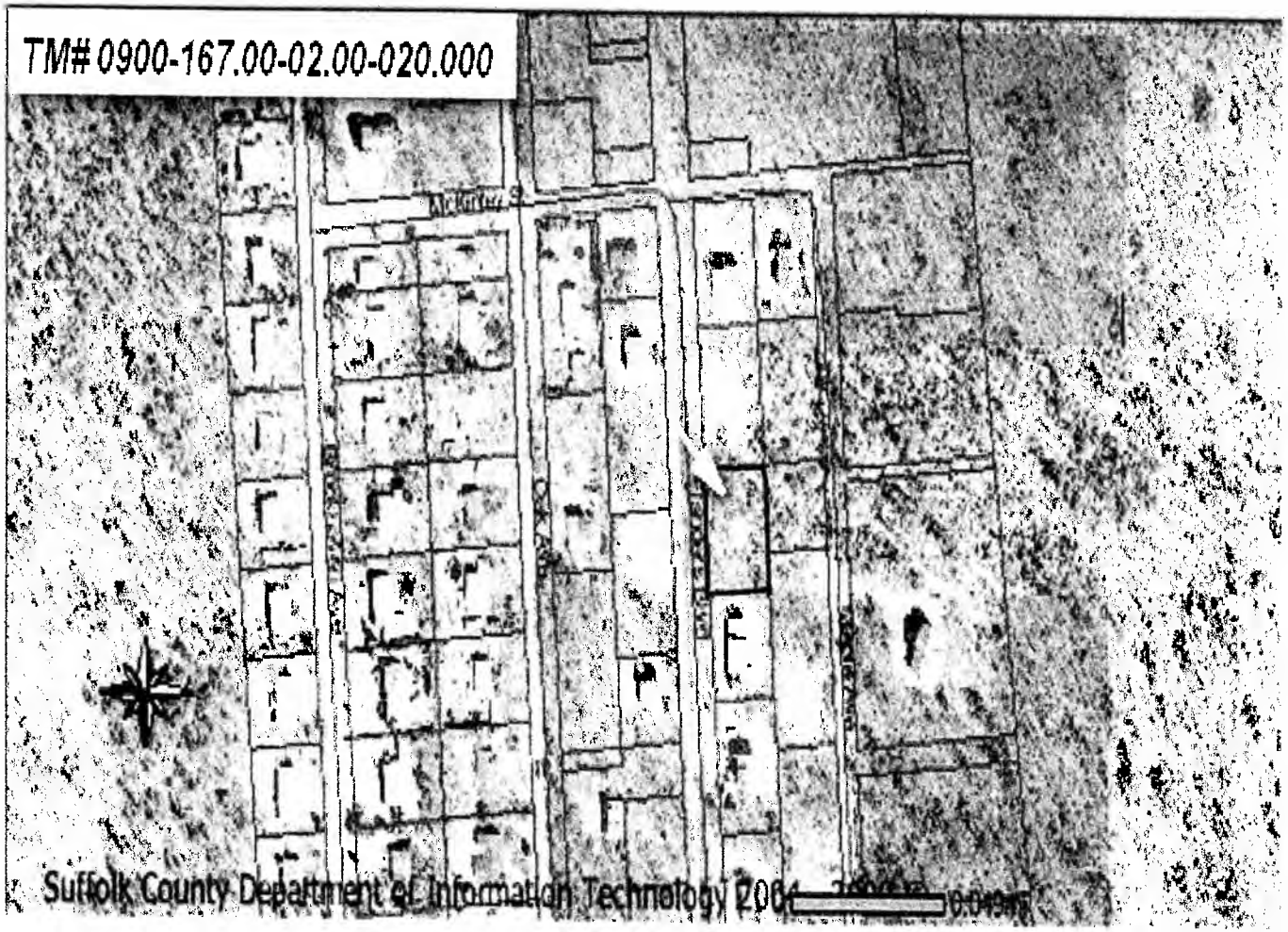
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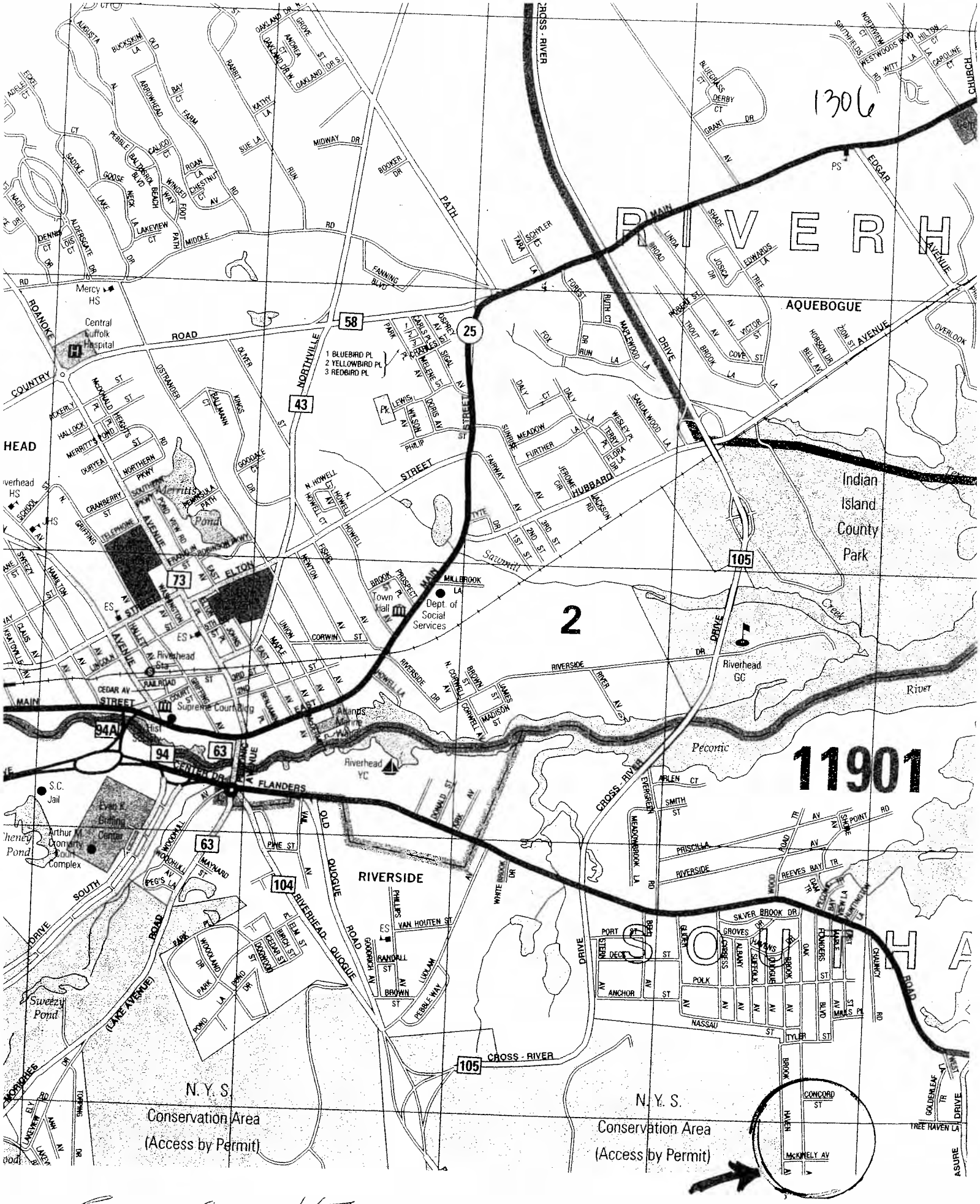
Suffolk County Department of Information Technology 2004

1306



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1306

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X_____ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Section 72-h , General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Southampton for affordable housing purposes

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)

__X__ 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

Loss of County investment
Loss of sale at public auction

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

Unknown

8. Proposed Source of Funding

Unknown

9. Timing of Impact

2009

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

R. J. Bhatt - LMS IV | RJBhatt | 3/24/09

COUNTY OF SUFFOLK

1306

MAR 3 1 2009

CHRISTOPHER E. KENT
DIVISION DIRECTOR

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

March 24, 2009

Ben Zwirn
Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Building - 11th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: see attached Exhibit "A"
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Southampton for Affordable Housing Purposes.

Dear Mr. Zwirn:

Enclosed herewith is the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Southampton for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Christopher E. Kent
Director of Division of Real Property Acquisition and Management

CEK:WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo
Copy w/ Resolution to:
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Connie Corso, Budget Director
Thomas A. Isles, Director of Planning
Jill Rosen-Nikoloff, Director of Affordable Housing
CE Reso Review, via e-mail

LOCATION
H. LEE DENNISON BLDG. - 2ND FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
FAX (631) 853-5906
FAX (631) 853-5905

Introductory Resolution No. 1307-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JEONG BOK KANG
0100-023.00-02.00-001.000

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 Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 023.00, Block 02.00, Lot 001.000, and acquired by tax deed on July 3, 2007, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 12, 2007, in Liber 12513, at Page 391, and otherwise known as and by Town of Babylon, Filed Map 1246 Sec 2 Lot S. PT 341; 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 July 3, 2007, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 12, 2007 in Liber 12513 at Page 391.

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, JEONG B. KANG has made application of said above described parcel and JEONG B. KANG has paid the application fee and $78.47, 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, 2009; and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or his designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to JEONG BOK KANG, 328 Marlin Street, Dix Hills, New York 11746, 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: _____

50.I

1307

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

March 19, 2009

Tax Map No.: 0100-023.00-02.00-001.000
Name of Last Legal Fee Owner: JEONG BOK KANG

TREASURER'S COMPUTATION..... $72.14

Taxes.....2008/2009..... $ 6.33

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $78.47

Monies Received..... $78.47

RESOLUTION AMOUNT..... $78.47

APPROVED:

Karen A Slater 3/20/09
Accounting
CO:sc

PREPARED BY:
Cathy O'Neal
Cathy O'Neal
Redemption Unit
(631) 853-5937

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

130

1. Type of Legislation

Resolution **X**
Tax Map Number 0100-023.00-02.00-001.000

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes__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

2009

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

Cathy O'Neal Cathy O'Neal 3/19/09

COMPUTATIO. BY SUFFOLK COUNTY TRE. URER

DISTRICT	SECTION	BLOCK	LOT
0100	023.00	02.00	001.000

1307

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2004/05	43.69
2006/07	8.51
2007/08	9.18

2005/06 PROPERTY TAXES PAID BY HSBC MORTGAGE
2008/09 PROPERTY TAXES $6.33 NOT INCLUDED IN COMPUTATION

TOTAL:	61.38
B. INTEREST DUE	7.32
C. TOTAL	68.70
D. 5% LINE C	3.44
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$72.14

6.33 2008/09
78.47

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.

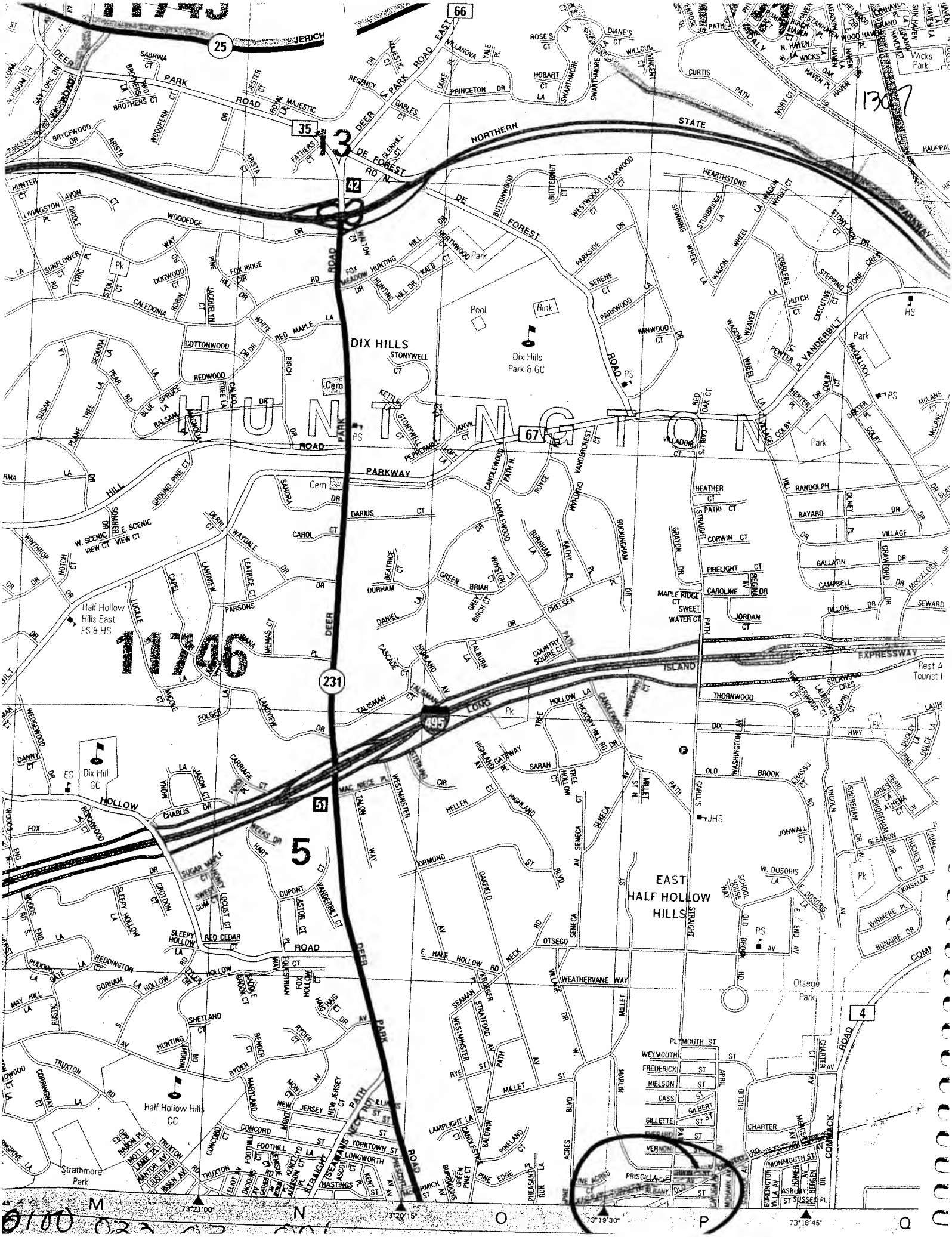
8/26/09

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 26-Feb-09

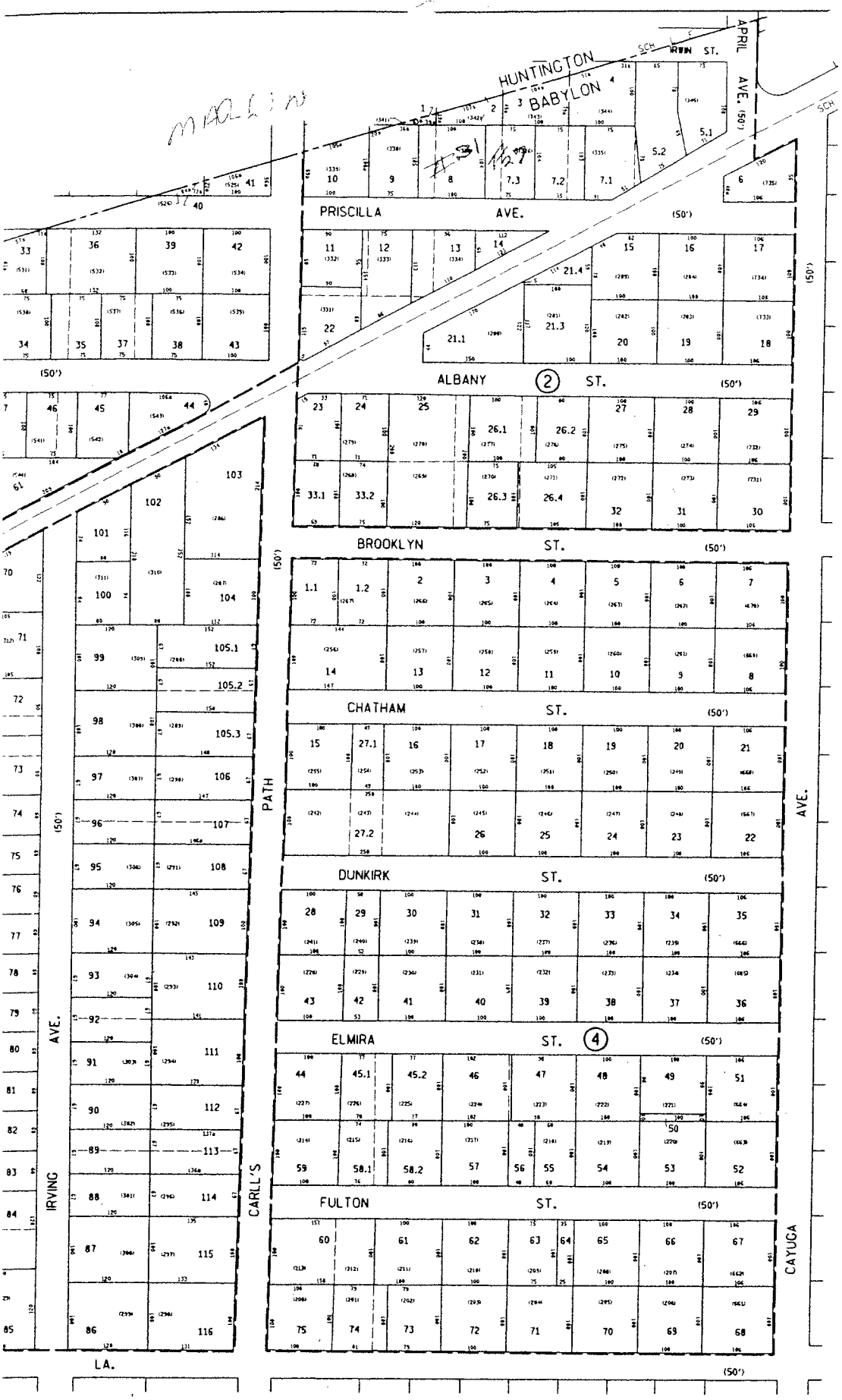
Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 08/25/09

dz



HUNTINGTON
DIX HILLS
Dix Hills Park & GC
Half Hollow Hills East PS & HS
Dix Hill GC
Half Hollow Hills CC
Strathmore Park
EAST HALF HOLLOW HILLS
Otsego Park
Wicks Park
NORTHERN STATE PARKWAY
DEER PARK ROAD
DE FOREST RD N.
LONG ISLAND EXPRESSWAY
HOLLOW ROAD
VANDERBILT
13
11746
5
1307
73°21'00"
73°20'15"
73°19'30"
73°18'45"



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP

TOWN OF	BABYLON
VILLAGE OF	
DISTRICT NO	0100
SECTION NO	023
	PROPERTY MAP

0100 023 02001

Intro Res. No. 1308-09 Laid on Table 4/28/09
Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY TREASURER BY: COUNTY LEGISLATURE #319

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments and grant refunds of taxes, in the case of erroneous or improper assessments, pursuant to the provisions of the Real Property Tax Law and the Suffolk County Tax Act, and

WHEREAS, the properties represented by the item numbers or tax map numbers indicated below have been erroneously or improperly assessed as appears from the certificates of Assessors of the respective towns in which said properties are situated as described below and the procedures as provided in the Real Property Tax Law have been fully complied with, now, therefore, be it

RESOLVED, that the taxes for the properties represented by the item numbers or tax map numbers as shown for the year or years specified be readjusted or refunded in full or in part in the amount set opposite each such parcel as hereinafter indicated, and

BE IT FURTHER RESOLVED that the amount of such adjustment or refund be charged back to the respective town as provided by law.

Description	Year	Original Tax	Corrected Tax	Chargeback or Refund, if paid
BABYLON				
0100-087.00-03.00-035.000	**2005/06**	**$30,762.78**	**0.00**	**$30,762.78**
0100-087.00-03.00-051.000	**2005/06**	**$ 5,213.88**	**0.00**	**$ 5,213.88**

Dated:

Approved By:

Suffolk County Executive

Date of Approval:

1308

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   ResolutionXXX Local Law Charter Law

2. Title of Proposed Legislation
   To readjust, compromise and grant refunds and charge backs on Correction of Errors/County Treasurer By: County Treasurer

3. Purpose of Proposed Legislation
   To cancel or adjust taxes and make refunds and charge backs due to erroneous or improper assessments.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES XXX** NO

5. If the answer to item 5 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
   In the case of refunds, the County will initially refund the amount of the incorrect tax. Approximately 81% of the refunded amount will be charged back to the Town to be added to the subsequent year's tax warrant. The remainder will be a County charge. If the original tax is unpaid, the same procedure would apply, however, no County monies would be refunded and it will be charged back to the Town within twelve to eighteen months.

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

8. Proposed Source of Funding
   To be refunded from the County General Fund

9. Timing of Impact
   Variable

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Angie M. Carpenter County Treasurer	Angie M. Carpenter	3/31/09

Additional back-up material regarding I.R.1308 is on file in the Legislative Clerk's Office, Hauppauge.

1309

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Browning

RESOLUTION NO. -2009, AUTHORIZING USE OF SMITH POINT COUNTY PARK PROPERTY BY MASTIC BEACH FIRE DEPARTMENT, INC., FOR PUBLIC-SAFETY SERVICES FUND DRIVE

WHEREAS, the Mastic Beach Fire Department responds to over one hundred calls at the Smith Point County Park each year; and

WHEREAS, the Mastic Beach Fire Department, Inc. (Department), would like to host a fund drive at Smith Point County Park in Shirley; and

WHEREAS, the fund drive for support of the public-safety services provided by the Department would be held from July 3, 2009 through July 5, 2009, and July 18, 2009 and July 19, 2009; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Two Hundred and Fifty and 00/100 Dollars ($250.00), plus public-safety services rendered by the Department to the Smith Point County Park, payment of which shall be guaranteed by the Department; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured will be provided by the Department; and

WHEREAS, the use of County property for such fund drive for support of the public-safety services provided by the Department would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e. the Smith Point County Park in Shirley, by the Mastic Beach Fire Department, Inc. (Department), in consideration of the payment of Two Hundred and Fifty and 00/100 Dollars ($250.00), and in consideration of public-safety services rendered by the Department to the Smith Point County Park, for the purpose of hosting a fund drive by standing at the tollbooths with a sign asking the public to "help us save you", for support of the public-safety services provided by the Department from July 3, 2009 through July 5, 2009, and July 18, 2009 and July 19, 2009 between the hours of 7:00 a.m. and 4:30 p.m. each day is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, the Department must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK

COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the public-safety services provided by the Department at Smith Point County Park in Shirley by the Department; and be it further

4th **RESOLVED**, that the Department shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-smith-point-mastic-beach-fire-dept

1310

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Beedenbender

RESOLUTION NO. –2009, ESTABLISHING MANDATORY ETHICS TRAINING FOR SUFFOLK COUNTY EMPLOYEES AND ELECTED OFFICIALS

WHEREAS, it is important for government to maintain integrity and the highest ethical standards when conducting its business; and

WHEREAS, prior to entering government service, many employees and elected officials have never received the training they need to avoid conflicts of interest and other ethics violations; and

WHEREAS, Suffolk County does not currently provide training which provides new employees with the information they need to perform their duties while maintaining the highest ethical standards; and

WHEREAS, Suffolk County employees and officials should be trained to recognize and address ethical issues as they arise during their public employment; and

WHEREAS, establishing an ethics training program for employees and elected officials will ensure that Suffolk County's public servants are aware of, and responsive to, ethical issues; now therefore be it

1st **RESOLVED**, that all current elected officials and their appointed employees hired prior to January 1, 2010 shall receive mandatory ethics training no later than December 31, 2010; and be it further

2nd **RESOLVED**, that all employees hired, and elected officials who begin their County service, on or after January 1, 2010 shall receive mandatory ethics training within sixty (60) days after the start of their service with Suffolk County; and be it further

3rd **RESOLVED**, that the Suffolk County Ethics Commission is hereby authorized, empowered and directed to develop an ethics training program for employees and elected officials; and be it further

4th **RESOLVED**, that, at a minimum, the training program developed by the Ethics Commission shall include a review of the Suffolk County Code of Ethics and all other provisions of County law that relate to ethics and prohibited conflicts of interest; and be it further

5th **RESOLVED**, that the attorneys from the Department of Law who are assigned to assist the Ethics Commission shall work with the Ethics Commission to develop the training program and shall be authorized to conduct the program on behalf of the Commission; and be it further

6th **RESOLVED**, that the ethics training program authorized by this resolution may be conducted at the same time new employees and elected officials attend their regular orientation session; 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-mandatory ethics training

1311

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2009, ADOPTING LOCAL LAW NO. -2009, A LOCAL LAW TO IMPLEMENT A RED LIGHT CAMERA PROGRAM

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2009, a proposed local law entitled, "**A LOCAL LAW TO IMPLEMENT A RED LIGHT CAMERA PROGRAM**" now, therefore, be it

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

LOCAL LAW NO. -2009, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO IMPLEMENT A 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 and determines that beginning in 2001, the County of Suffolk sought authorization from the State of New York to install red light cameras at various intersections in Suffolk County. The County sought this authority in order to reduce the incidence of red-light running and thereby enhance public safety.

This Legislature further finds that in anticipation of State authorization, the County of Suffolk enacted Local Law 18-2001, which established a red light camera program consistent with then-pending State legislation.

This Legislature also finds that despite the County's repeated efforts, the New York State Legislature did not authorize red light cameras in Suffolk County until April, 2009.

This Legislature further finds that the County's existing red light camera law is not entirely consistent with the recently enacted State legislation.

Therefore, the purpose of this local law is to implement a red light camera demonstration program in Suffolk County that is consistent with the authorizing State legislation.

Section 2. Repeal.

Local Law 18-2001 and Article I of Chapter 467 of the SUFFOLK COUNTY CODE are hereby repealed in their entirety.

Section 3. Definitions.

As used in this law, the following terms shall have the meanings indicated:

OWNER – as defined in Article 2-B of NEW YORK VEHICLE AND TRAFFIC LAW.

TRAFFIC-CONTROL SIGNAL PHOTO VIOLATION-MONITORING SYSTEM –a vehicle sensor installed to work in conjunction with a traffic-control signal which automatically produces two or more photographs, two or more micro-photographs, a videotape or other recorded images of each vehicle at the time it is used or operated in violation of Section 1111(d) of New York Vehicle and Traffic Law.

VEHICLE AND MOTOR VEHICLE – as defined in Section 125 of NEW YORK VEHICLE AND TRAFFIC LAW.

Section 4. Demonstration Program Established.

A. There is hereby established in the County of Suffolk a demonstration program which imposes liability on the owner of a vehicle for failure of an operator thereof to comply with traffic-control indications.

B. Under this demonstration program, traffic-control signal photo violation-monitoring systems shall be installed and operated at no more than fifty (50) intersections within and under the County's jurisdiction at any one time.

C. To the extent practicable, such demonstration program shall use necessary technologies to produce photographs that do not include images that identify the driver, passengers or contents of vehicles. However, no notice of liability issued pursuant to this law shall be dismissed solely because a photograph or photographs allowed for the identification of the contents of a vehicle.

Section 5. Owner Liability.

The owner of a vehicle shall be liable for a penalty imposed pursuant to this law if such vehicle is used or operated with the permission of the owner, express or implied, in violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW, and such violation is evidenced by information obtained from a traffic-control signal photo violation-monitoring system. However, no owner of a vehicle shall be liable for a penalty under this law if the operator of the vehicle has been convicted of the underlying violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW.

Section 6. Penalties.

A. An owner liable for a violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW, in accordance with Section 5 of this law, shall be liable for a monetary penalty of fifty dollars ($50) for each violation. An owner shall be liable for an additional penalty of twenty-five dollars ($25) for each violation for the failure to respond to a notice of liability within the time prescribed in the notice of violation.

B. An imposition of liability under this law shall not be deemed a conviction and shall not be made part of the operating record of the person upon whom such liability is imposed nor shall it be used for insurance purposes in the provision of the motor vehicle insurance coverage.

C. All fines and penalties collected pursuant to this law shall be deposited with the Suffolk County Treasurer.

Section 7. Notice of Liability.

A. A notice of liability shall be sent by first class mail to each person alleged to be liable as an owner of a vehicle for a violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW.

B. A notice of liability shall contain the name and address of the person alleged to be liable for the violation as an owner, the registration number of the vehicle involved in such violation, the location where the violation occurred, the date and time of such violation and the identification number of the traffic-control signal photo violation-monitoring system or other document locator number. Further, the notice of liability shall advise the person charged of the manner and the time in which he or she may contest the liability alleged in the notice and that a failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

C. The notice of liability shall be prepared and mailed by the County of Suffolk or by any other entity authorized to do so by the County.

Section 8. Adjudication.

Adjudication of the liability imposed upon owners by this law shall be by the court(s) having jurisdiction over traffic infractions.

Section 9. Certificate as Prima Facia Evidence.

A certificate, sworn to or affirmed by a technician employed by Suffolk County, or facsimile thereof, based upon inspection of photographs, microphotographs, videotape or any other recorded images used by traffic-control signal photo violation-monitoring system, shall be prima facia evidence of the facts contained therein. Any photographs, micro-photographs, videotape or any recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability of such violation.

Section 10. Defenses.

A. An owner shall have a valid defense to an allegation of liability under this law if the vehicle in question had been reported to a police department or agency as stolen prior to the time the violation occurred, and had not been recovered by the time the violation occurred. For the purposes of asserting this defense, it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail to the court having jurisdiction.

B. An owner who is a lessor of a vehicle to which a notice of liability is issued shall not be liable for the violation, provided that he or she sends to the court having jurisdiction a copy of the rental, lease or other such contract covering such vehicle on the day of the violation, with the name and address of the lessee clearly legible, within thirty-seven (37) days after receiving notice of such violation. Failure to send such information within the thirty-seven (37) day time period shall render the owner liable for the penalty prescribed in this law. When the lessor complies with the provisions of this paragraph, the lessee of such vehicle on the date of the violation shall be deemed to be the owner of such vehicle for the purposes of this law and shall be subject to liability for the

violation of Section 1111(d) of NEW YORK STATE VEHICLE AND TRAFFIC LAW and shall be sent a notice of liability.

C. No owner of a vehicle shall be subject to a monetary fine under this law, if the operator of such vehicle was operating the vehicle without the consent of the owner at the time of the violation. However, there shall be a presumption that the operator of such vehicle was operating the vehicle with the consent of the owner at the time the violation occurred.

D. It shall be a defense to an allegation of liability under this law that the traffic control indications were malfunctioning at the time of the alleged violation.

Section 11. Indemnification.

If the owner of a vehicle liable for a violation of Section 1111(d) of NEW YORK VEHICLE AND TRAFFIC LAW pursuant to this law was not the operator of the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

Section 12. Annual Report.

The County Executive is hereby authorized and empowered to designate the appropriate department or agency to prepare and submit an annual report of the results of the use of the traffic-control signal photo violation-monitoring system to the Governor, the temporary President of the New York State Senate and the Speaker of the Assembly.

Section 13. Applicability.

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

Section 14. 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 15. 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 16. Effective Date.

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

Section 17. Expiration Date.

This law shall expire on the December 1, 2014 unless it is extended by the enactment of another local law pursuant to State authorization

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-red light camera update

1311

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: **APRIL 20, 2009**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2009

TITLE: **I.R. NO. 1311 -2009; A LOCAL LAW TO IMPLEMENT A RED LIGHT CAMERA PROGRAM**

SPONSOR: **PRESIDING OFFICER LINDSAY**

DATE OF RECEIPT BY COUNSEL: 4/14/09 **PUBLIC HEARING:** 5/12/09

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

This proposed local law would establish a demonstration program for red light cameras in Suffolk County that is in accord with recent authorizing legislation enacted by the New York State Legislature.

The proposed law provides that red light cameras will be installed at no more than fifty (50) intersections within the County. The County will mail notices of liability to the owners of vehicles that are photographed entering an intersection against a red light. Owners will be subject to a penalty of fifty dollars ($50.00) for each violation, with an additional twenty five dollar ($25.00) penalty if the owner fails to respond to a notice of violation within the time prescribed in the notice. All fines and penalties collected will be deposited with the Suffolk County Treasurer. Violations will not be considered convictions and will not be made part of the operating record of the owner or used in relation to obtaining insurance coverage.

Owners who receive a notice of liability have the following defenses available to them:

1. Proof that the vehicle was stolen prior to the violation's occurrence.
2. The owner is leasing the vehicle to another individual. Once this is established, the lessee of the vehicle shall be deemed the owner of the vehicle for the purposes of this law and shall be subject to liability.
3. The vehicle was being operated without the consent of the owner. A presumption exists, however, that the operator of the vehicle had the consent of the owner at the time the violation occurred.
4. The traffic control signal was malfunctioning at the time of the alleged violation.

If an owner was not operating the vehicle at the time of the violation, the owner may maintain an action for indemnification against the operator.

Pursuant to this law, the County Executive will designate the appropriate department or agency to prepare and submit an annual report on the results of this demonstration program to the Governor, the temporary President of the New York State Senate and the Speaker of the Assembly.

This law will take effect immediately upon its filing in the Office of the Secretary of State and will expire on December 1, 2014 unless extended by a subsequent local law pursuant to State authorization.

GEORGE NOLAN
Counsel to the Legislature

s:\rule28\28-red light camera program

1312

Intro. Res. No. -2009 Laid on Table 4/28/2009
Introduced by Legislators Nowick and Kennedy

RESOLUTION NO. - 2009, AMENDING THE 2009 CAPITAL PROGRAM AND BUDGET AND APPROPRIATING FUNDS FOR THE PURCHASE OF FURNITURE AND EQUIPMENT FOR THE NEW FOURTH PRECINCT (CP 3184)

WHEREAS, construction of the new Fourth Police Precinct is nearing completion and funds have not been included in the 2009 Capital Program and Budget for the purchase of furniture and equipment for the facility; and

WHEREAS, the existing furniture and equipment now being used for the Fourth Precinct is dilapidated and in need of replacement; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $180,000 in Suffolk County Serial Bonds for the purchase of furniture and equipment for the new Fourth Police Precinct; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2009 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of 54 is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the 2009 Capital Program and Budget be and is hereby amended as follows:

Project No.: 1755
Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

Cost Elements	Total Estimated Cost	Current 2009 Capital Program & Budget	Revised 2009 Capital Program & Budget
3. Construction	$2,820,000	$3,000,000 B	$2,820,000 B
Total	$2,820,000	$3,000,000	$2,820,000

Project No.: 3184
Project Title: Renovations, Construction & Additions to Police Precinct Buildings

Cost Elements	Total Estimated Cost	Current 2009 Capital Program & Budget	Revised 2009 Capital Program & Budget
5. Furniture & Equipment	$330,000	$0	$180,000 B
Total	$28,100,000	$0	$180,000

and be it further

3rd RESOLVED, that the proceeds of $180,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project No.	Project Title	Amount
525-CAP-3184.511	Purchase of Furniture & Equipment for New Fourth Police Precinct	$180,000

and be it further

4th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\4th Precinct Equipment IR.doc

1313

Intro. Res. No. -2009 Laid on Table 4/28/08

Introduced by Legislator Browning

RESOLUTION NO. –2009, ESTABLISHING AN APPLICATION FEE WAIVER POLICY FOR CIVIL SERVICE EXAMINATIONS FOR VOLUNTEERS IN THE SUFFOLK COUNTY COMMUNITY EMERGENCY RESPONSE TEAM

WHEREAS, the County of Suffolk has historically made a special effort to recognize the contributions volunteers make to our community and nation; and

WHEREAS, volunteer members of the Community Emergency Response Team (CERT) educate the public about disaster preparedness and provide training in basic disaster response skills; and

WHEREAS, Section 50(5)(b) of NEW YORK STATE CIVIL SERVICE LAW authorizes counties to waive civil service application fees for specific classes of positions, types of examinations and/or candidates; and

WHEREAS, it is in the best interest of the County to waive civil service examination fees for volunteer members of CERT; now therefore be it

1st **RESOLVED**, that the County of Suffolk hereby establishes an application fee waiver policy for eligible candidates who are volunteer members of CERT and residents of Suffolk County; and be it further

2nd **RESOLVED**, that such fees shall be waived for candidates who submit a valid Suffolk County CERT Team Member Photo Identification Card, which will include an expiration date, along with proof that said applicant is a Suffolk County resident; and be it further

3rd **RESOLVED**, that every Suffolk County Civil Service Examination announcement with an application fee shall have information printed on the announcement informing potential applicants of the fee waiver policy; and be it further

4th **RESOLVED**, that pursuant to Section C6-2 of the SUFFOLK COUNTY CHARTER, the Personnel Officer, as Director of the Department of Human Resources, Personnel and Civil Service is hereby authorized, empowered and directed to issue such regulations as he or she deems necessary to implement this Resolution; and be it further

5th **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:

1314

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Gregory

RESOLUTION NO. -2009, ADOPTING LOCAL LAW NO. -2009, A LOCAL LAW TO AUTHORIZE A COUNTY REGISTRY FOR DOMESTIC VIOLENCE OFFENDERS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2009, a proposed local law entitled, "**A LOCAL LAW TO AUTHORIZE A COUNTY REGISTRY FOR DOMESTIC VIOLENCE OFFENDERS**" now, therefore, be it

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

LOCAL LAW NO. -2009, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO AUTHORIZE A COUNTY REGISTRY FOR DOMESTIC VIOLENCE OFFENDERS

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 domestic violence is a global issue that impacts the health, safety and well being of millions of people annually.

This Legislature also finds and determines that approximately 1.5 million people in the United States experience domestic violence at the hands of a spouse or significant other each year.

This Legislature further finds and determines that Suffolk County continually strives to find effective new ways to protect its residents from all forms of crime, including domestic violence.

This Legislature finds that while a person's criminal history is a matter of public record in Suffolk County, obtaining that information can be a difficult and time consuming process.

This Legislature determines that Suffolk County can aid its residents by providing them with easier access to certain information about persons convicted of domestic violence crimes residing in Suffolk County.

This Legislature also finds that other states and nations, including Nevada, California, the District of Columbia, and Great Britain, are considering the establishment of domestic violence registries that provide the public with vital information about persons convicted of committing domestic violence crimes, specifically the names, residential addresses, convictions and updated photographs of such persons.

This Legislature further finds that such registries would provide a critical service within their communities.

This Legislature also determines that Suffolk County residents should have similar access to information on individuals convicted of domestic violence crimes so that they can protect themselves and their loved ones from violence in their homes, one place where everyone should feel safe.

Therefore, the purpose of this law is to create a registry for individuals convicted of domestic violence crimes.

Section 2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

"DOMESTIC VIOLENCE CRIME" shall be defined as the commission or any attempts to commit the following enumerated crimes against a spouse, former spouse, intimate partner, domestic partner, parent, child, or members of the same family or household: assault, as defined in the New York State Penal Code Section 120.00, 120.05, and 120.10; manslaughter, as defined in the New York State Penal Code Sections 125.15, 125.20, 125.21, and 125.22; murder, as defined in the New York State Penal Code Sections 125.25, 125.26, and 125.27; kidnapping, as defined in the New York State Penal Code Sections 135.20 and 135.25; rape, as defined in the New York State Penal Code Sections 130.25, 130.30, and 130.35; sexual misconduct, as defined in the New York State Penal Code Section 130.20; stalking, as defined in the New York State Penal Code Sections 120.50, 120.55, and 120.60; reckless endangerment, as defined in the New York State Penal Code Sections 120.20 and 120.25; menacing, as defined in the New York State Penal Code Sections 120.13, 120.14 and 120.15; harassment, as defined in the New York State Penal Code Sections 240.25, 240.26, 240.30; and disorderly conducts, as defined in the New York State Penal Code Section 240.20

"PERSON" shall be defined as any individual, firm, partnership, corporation, company, society, association, or any organized group of persons whether incorporated or not.

"CONVICTED OF" shall be defined as an adjudication of guilt by any court of competent jurisdiction, whether upon a verdict or plea of guilty or nolo contendre.

Section 3. Requirements.

A) All persons who reside in Suffolk County and were convicted of a domestic violence crime on or after the effective date of this law, or within the five (5) years prior to the effective date of this law, must register with the Suffolk County Domestic Violence Registry ("Domestic Violence Registry") within five (5) days following the effective date of this law or their release from incarceration or, if not incarcerated, from the date of the rendering of judgment.

B) Each person required to register with the Domestic Violence Registry shall submit:

1. Their name,
2. Any aliases they are known under,
3. Their residential address, and
4. A photograph of their head and shoulders from the front

C) Each person registered with the Domestic Violence Registry shall update their registration information each time they move from one residential address to another or, if their residential address does not change, annually from the date of their first registration.

D) Each person required to register with Suffolk County shall remain on the Domestic Violence Registry for five (5) years following their date of release from incarceration or the date judgment was rendered, whichever is later. After five (5) years on the registry, the person's information will be removed.

E) If, during the five (5) year period of registration, a person is subsequently convicted of another domestic violence offense, that person shall be required to remain registered on the Domestic Violence Registry for an additional ten (10) years.

Section 4. Fees.

Every person required to register with the Domestic Violence Registry must pay an annual fee of twenty-five dollars ($25.00) to the County Department or Office they must register with. These funds will be used to pay the administrative costs of maintaining the Registry.

Section 5. Administration.

The Commissioner of the Suffolk County Police Department is hereby authorized, empowered and directed to establish a registry for individuals residing within the police district. The Suffolk County Sheriff is hereby authorized, empowered and directed to establish a registry for individuals residing in the five East End towns. The Police Department and Sheriff's Office will work cooperatively with the Department of Information Technology to make the information contained in these registries available to the public on one website designed for this purpose. All further administration of this law shall be conducted by the Suffolk County Police Department and the Suffolk County Sheriff, in conjunction with the Department of Information Technology.

Section 6. Promulgation of Rules and Regulations

The Commissioner of the Suffolk County Police Department and the Suffolk County Sheriff are hereby authorized and empowered to jointly promulgate such rules and regulations as they deem necessary to implement this law.

Section 7. Penalties.

Any person required to register for the Domestic Violence Registry who fails to do so shall be charged with a class A misdemeanor and shall be punished by incarceration in a correctional facility for not more than one (1) year and/or a fine of up to one thousand dollars ($1,000.00).

Section 8. Applicability.

This law shall apply to all persons convicted of domestic violence crimes released on or after the effective date of this law, as well as all persons convicted of domestic violence crimes up to five (5) years prior to the effective date of this law.

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 on the one hundred eightieth (180th) day immediately subsequent to filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-domestic violence registry

1314

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: APRIL 20, 2009

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2009

TITLE: I.R. NO. 1314-2009; A LOCAL LAW TO AUTHORIZE A COUNTY REGISTRY FOR DOMESTIC VIOLENCE OFFENDERS

SPONSOR: LEGISLATOR GREGORY

DATE OF RECEIPT BY COUNSEL: 4/17/09 **PUBLIC HEARING:** 5/12/09

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

This proposed local law would create a registry for individuals residing in Suffolk County who are convicted or plead guilty or nolo contendre to a domestic violence crime against a spouse, former spouse, intimate partner, domestic partner, parent, child, or other members of the same family or household.

Individuals required to register with the Domestic Violence Registry will provide their names, aliases, residential address and photograph, as well as an annual twenty five dollar ($25.00) administrative fee. Registrants will be required to update their information annually and shall remain on the registry for five (5) years following the date of release or the date of judgment. Individuals convicted during this five (5) year period of a subsequent domestic violence crime shall be required to remain on the registry for an additional ten (10) years. Failure to register shall be a class A misdemeanor punishable by incarceration for up to one (1) year and/or a fine of up to one thousand dollars ($1,000.00).

This registry shall be established and maintained by the Suffolk County Police Department for individuals residing within the police district and the Suffolk County Sheriff shall do the same for individuals residing in the five east end towns. Both entities shall work with the Department of Information Technology to make registry information available to the public on one website.

This law shall take effect 180 days subsequent to its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

s:\rule28\28-domestic violence registry

UPDATED VERSION AS OF 4/20/2009

Intro. Res. No. 1315 -2009 Laid on Table 4/28/09
Introduced by Legislator Romaine

RESOLUTION NO. –2009, AUTHORIZING PLANNING STEPS FOR THE ACQUISITION OF LAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW 24-2007 (SHAW PROPERTY, FORGE RIVER WATERSHED – TOWN OF BROOKHAVEN)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of open space in accordance with specific criteria set forth therein; and

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

WHEREAS, these parcels are located within the area of the Forge River watershed and the County has targeted these parcels for preservation; and

WHEREAS, a subdivision application has been submitted to the Town of Brookhaven Planning Board; and

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

1st **RESOLVED**, that the parcel(s) listed in Exhibit "A" of this resolution, consisting of approximately 32.4 acres, is hereby approved for preliminary planning steps and ultimate inclusion in the Suffolk County Drinking Water Protection Program pursuant to Article XII of the SUFFOLK COUNTY CHARTER; and be it further

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

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

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

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

for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

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

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

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-shaw-open-space-drinking-water-plan-steps

PARCEL	SUFFOLK COUNTY TAX MAP NUMBER		ACRES	REPUTED OWNER AND ADDRESS
1	District	0200		Arthur Shaw
	Section	675.00		c/o Eric Russo, Esq.
	Block	04.00		140 Main Street
	Lot	019.000		Sayville, NY 11782
2	District	0200		Arthur Shaw
	Section	675.00		c/o Eric Russo, Esq.
	Block	04.00		140 Main Street
	Lot	032.000		Sayville, NY 11782
3	District	0200		Arthur Shaw
	Section	675.00		c/o Eric Russo, Esq.
	Block	04.00		140 Main Street
	Lot	033.000		Sayville, NY 11782
4	District	0200		Arthur Shaw
	Section	675.00		c/o Eric Russo, Esq.
	Block	04.00		140 Main Street
	Lot	035.001		Sayville, NY 11782
5	District	0200		Arthur Shaw
	Section	675.00		c/o Eric Russo, Esq.
	Block	04.00		140 Main Street
	Lot	035.002		Sayville, NY 11782
TOTAL ACREAGE			±32.4	

EXHIBIT "A"

1316

Intro. Res. No. -2009 Laid on Table 4/28/09
Introduced by Legislator D'Amaro

RESOLUTION NO. -2009, ADOPTING LOCAL LAW NO. -2009, A LOCAL LAW TO CLARIFY SEVEN DAY RULE REQUIREMENTS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2009, a proposed local law entitled, "**A LOCAL LAW TO CLARIFY SEVEN DAY RULE REQUIREMENTS**" now, therefore, be it

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

LOCAL LAW NO. -2009, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO CLARIFY SEVEN DAY RULE REQUIREMENTS

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 pursuant to NEW YORK MUNICIPAL HOME RULE LAW, no proposed local law may be enacted unless it shall be in its final form for at least seven consecutive days prior to passage.

This Legislature also finds that the SUFFOLK COUNTY CHARTER extends this so-called "seven day rule" to resolutions; but expressly exempts operating and capital budget resolutions from this requirement.

This Legislature further finds that as a practical matter, other types of resolutions (i.e. adopting assessment rolls, levying taxes and assessments) cannot conform to the seven day rule and it has been the County's long-time practice to exempt these resolutions from the seven day aging requirement.

This Legislature also determines that the SUFFOLK COUNTY CHARTER should be amended to reflect current practices.

Therefore, the purpose of this law is to expressly exempt a small class of resolutions from the seven day aging requirement set forth in the SUFFOLK COUNTY CHARTER.

Section 2 Amendments.

Section C2-12(A) of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

§ C2-12. Legislative consideration of proposed local laws and resolutions.

A. Immediate consideration may be given to a home rule message or any resolution which relates to the following: the annual adoption of the capital budget and program; the annual adoption of the operating budget; approving a community college budget total; levying taxes, assessments, water rents, sewer rents and charges; approving assessment rolls and tax warrants; and approving the return of fund balances to taxpayers pursuant to Local Law 21-1983. Otherwise, no proposed local law or resolution may be enacted until it shall have been in its final form and laid on the table at a regular meeting of the County Legislature at least seven calendar days, exclusive of Sunday, prior to its final passage, unless the County Executive certifies in writing, which certificate shall state the specific reason(s) as to the necessity for its immediate passage, in which case such legislation may be passed only by the affirmative vote of 2/3 of the total membership of the County Legislature. The substance of the aforementioned stated specific reason(s) shall not constitute the basis for the Legislature to refuse to consider or entertain such certificate of necessity.

Section 3. Applicability.

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

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-clarify-7-day-rule-requirements

OFFICE OF THE COUNTY LEGISLATURE

1316

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: **APRIL 20, 2009**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2009

TITLE: **I.R. NO. 1316-2009; A LOCAL LAW TO CLARIFY THE SEVEN DAY RULE REQUIREMENTS**

SPONSOR: **LEGISLATOR D'AMARO**

DATE OF RECEIPT BY COUNSEL: 4/17/09 **PUBLIC HEARING:** 5/12/09

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

This proposed charter law would amend Section C2-12(A) of the SUFFOLK COUNTY CHARTER to allow for immediate legislative consideration of resolutions which:

1. Approve a Community College budget total;
2. Levy taxes, assessments, water rents, sewer rents and charges;
3. Approve assessment rolls and tax warrants; or
4. Approve the return of fund balances to taxpayers pursuant to Local Law 21-1983.

These additional exemptions to the "seven day rule" will bring the SUFFOLK COUNTY CHARTER into conformity with current County practices.

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

GEORGE NOLAN
Counsel to the Legislature

s:\rule28\28-clarify seven day rule

1317

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2009, TO IMPROVE AND STRENGTHEN THE CONSULTANT PROCUREMENT PROCESS IN SUFFOLK COUNTY

WHEREAS, Resolution No. 349-1994, codified in Chapter 708, Article III of the SUFFOLK COUNTY CODE, established policies governing the County's procurement of consultant services; and

WHEREAS, these policies and procedures were enacted to guard against favoritism, fraud and corruption in the award of public contracts; and

WHEREAS, transparency in competitive contracting procedures ensures that taxpayer dollars are spent in the most efficient and economical manner, securing the best goods and services at the lowest prices; and

WHEREAS, the current law needs to be updated and modified to achieve fairness, openness, and economy in the procurement process; and

WHEREAS, the dollar threshold that triggers the RFP process should be raised because small contracts do not justify an extensive RFP process; and

WHEREAS, the current process for waiving RFP requirements is not sufficiently transparent; and

WHEREAS, creating checks and balances in the waiver process will ensure that the County's competitive procurement laws are not compromised; and

WHEREAS, the legislative branch of government should be represented on RFP committees; and

WHEREAS, the Department of Public Works should adhere to the same procurement requirements as all other County departments; and

WHEREAS, the Suffolk County Comptroller should be empowered to formulate rules and regulations to ensure that the County adheres to the highest and best practices in procuring consultant services; now therefore be it

1st RESOLVED, that Chapter 708 of the SUFFOLK COUNTY CODE is hereby amended as follows:

CHAPTER 708, PURCHASING

* * * *

ARTICLE III, Consultant/<u>Personal</u> Services Procurement

§ 708-4. Procedures [involving cost] <u>for Procuring Consultant/Personal Services</u>.

(A) The following procurement procedures are adopted for purposes of governing the hiring and contracting of consultant services, subject to the requirements of Local Law No. 4-1993, a local law to promote local business for County consulting work:

Cost	Procedure
$0.01 to $1,000.00	Hiring at the discretion of the **[**County Executive**]** Department Head/Elected Official or his/her duly authorized representative
$1,000.01 to **[**$10,000.00**]** $25,000.00	Written quotes from at least 3 sources (if available) with award made at the discretion of the **[**County Executive**]** Department Head/Elected Official **[**or**]**
[$10,000.01 to $20,000.00**]**	**[**Advertised requests for proposals (RFP's) with award made by the County Executive or his/her duly authorized representative; however, in the case of consultant services for public works projects, RFP's may be solicited from at least 3 prequalified firms with the award made by the County Executive or his/her duly authorized representative**]**
[$20,000.01**]** $25,000.01 and up	Advertised RFP's with each separate award made by a separate committee appointed solely for the purpose of making that specific award and whose membership shall always include the County Executive or the County Executive's duly authorized representative or representatives, the Presiding Officer of the Suffolk County Legislature, or the Presiding Officer's duly authorized representative or representatives, and the Commissioner from the Department requesting the RFP or his/her representative or representatives; **[**however, in the case of consultant services for public works projects, RFP's may be solicited from at least 5 prequalified firms with the award made by a separate committee appointed solely for the purpose of making that specific award and whose membership shall always include the County Executive or the County Executive's duly authorized representative or representatives**]**

(B) Each member of any committee appointed to make an RFP contract award shall file a written statement that he/she does not have a conflict of interest that would preclude him/her from serving upon the designated committee.

* * * *

§ 708-6. Exceptions.

The following circumstances may warrant exceptions to the procedures set forth herein:

* * * *

B. Formal bid solicitations or RFP's for the hiring of certain consultant services requiring special or technical skill, training or expertise in the **[**$10,000.01**]** $25,000.00 and up range may be waived by the County Executive and the Presiding Officer of the Suffolk County Legislature or **[**his/her**]** their duly authorized representatives where it would be in the best interest of the County to do so.

(1) Such a waiver would be appropriate where the individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth; these qualifications are not necessarily found in the individual or company that submits the lowest bid or proposal, and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

(2) In determining whether a service fits into this category, the County Executive or his duly authorized representative and the Presiding Officer or his/her duly authorized representative shall take into consideration the following guidelines:

* * * *

§ 708-8. Rules and Regulations.

A. The Suffolk County Comptroller is hereby authorized and empowered to promulgate rules and regulations, consistent with the provisions of this Chapter, for the procurement of personal services/personal consultant services, which shall be applicable to all County departments, offices and agencies.

B. All Departments, Offices and Agencies that plan to award a contract for personal services/personal consultant services must file a Personal Services Procurement checklist developed by the County Comptroller, with the Comptroller's office prior to the execution of the contract. A contract for personal services/consultant services may be executed only after the Comptrollers' approval of the Checklist.

[§708-8.] § 708-9. Application.

This article shall apply to the awarding and execution of contracts occurring on or after the effective date of this article;

and be it further

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

Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-amend code sec-708

Introductory Resolution No. 1318-09 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay on request of County Executive Steve Levy

RESOLUTION NO. -2009, AUTHORIZING THE TRANSFER OF CERTAIN PROPERTY TO SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

WHEREAS, the COUNTY OF SUFFOLK is the owner of certain real property, surplus to its needs and described as follows:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 774.00 Block 04.00 Lot 012.000 and acquired by Tax Deed on October 15, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2008 in Liber 12569 at Page 171 and described as follows, being and intended to be that parcel of land carried on the tax rolls in the Town of Brookhaven, under SCTM # 0200-774.00-04.00-012.000; and

WHEREAS, this parcel has been requested by the Department of Public Works for sewer district purposes as parcel is associated with pumping station No. 3 which conveys sewage to the SD #7 Twelve Pines Wastewater Treatment Facility,

WHEREAS, as a result thereof the jurisdiction of said parcel should be transferred to the Suffolk County Department of Public Works; and

WHEREAS, Section 406, Real Property Law provides that municipal real property held on public use shall be free of taxation; now, therefore, be it

RESOLVED, that the Director of the Division of Real Property Acquisition and Management, Department of Environment and Energy be authorized to transfer to the Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York, the interest of Suffolk County in the above described property for the above stated reasons and purpose; and be it further

RESOLVED, that said parcel is held in public use and free of taxation under Section 406 (1) New York Real Property Tax Law and the assessor of the Town of Brookhaven, and all other assessors having jurisdiction thereof, be and they hereby are directed to mark the assessment rolls of their jurisdiction to show that said property is owned by the County of Suffolk and is exempt from taxation and exempt from special ad valorem levies and special assessments to the extent permitted by law, and further that the Clerk of the Legislature shall transmit a copy of this resolution to the aforestated assessors for this purpose; and be it further,

RESOLVED, that the designation of such property to the Suffolk County Department of Public Works is a Type II action under the provisions of Title 6 NYCRR Part 617.5 (c) (20), routine or continuing agency administration, with no further environmental review necessary.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1318

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

Authorizing the transfer of certain property.

3. Purpose of Proposed Legislation

Transfer tax deed acquired parcel to sewer district # 7.

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?

_X_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

Small tax relief.

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

Unknown

8. Proposed Source of Funding

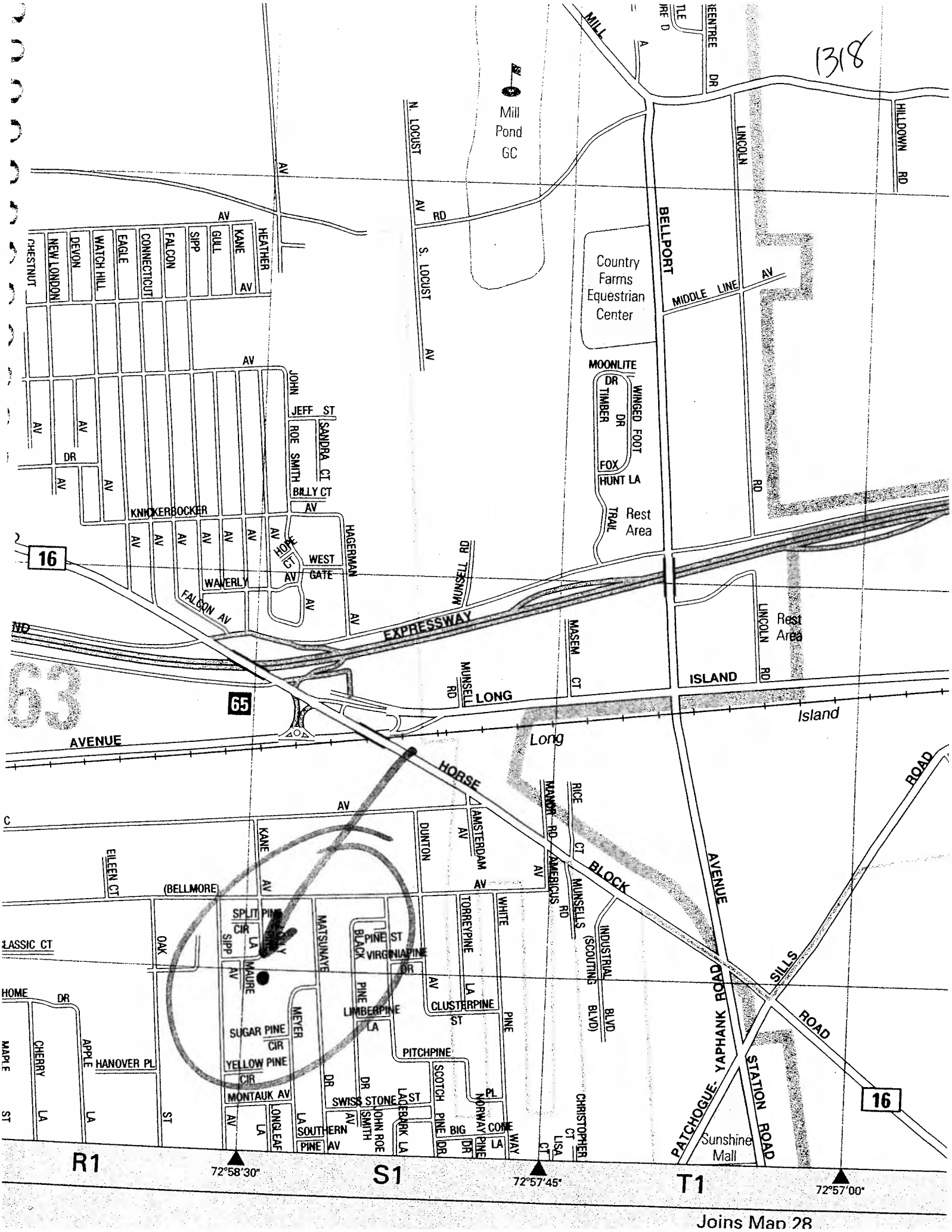
None

9. Timing of Impact

2010

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

Wayne R. Thompson _____ _____ _____
Property Manager


1318
Mill Pond GC
N. LOCUST AV
S. LOCUST AV
RD
MILL
BELLPORT
LINCOLN
HILLDOWN RD
Country Farms Equestrian Center
MIDDLE LINE AV
MOONLITE DR
TIMBER DR
WINGED FOOT
FOX HUNT LA
TRAIL
Rest Area
CHESTNUT
NEW LONDON
DEVON
WATCH HILL
EAGLE
CONNECTICUT
FALCON
SIPP
GULL
KANE AV
HEATHER
JOHN
JEFF ST
ROE SMITH
SANDRA CT
BILLY CT
KNICKERBOCKER
HOPE CT
WEST GATE
WAVERLY
FALCON AV
HAGERMAN
MUNSELL RD
16
EXPRESSWAY
MASEM CT
LONG ISLAND
65
AVENUE
Long Island
HORSE BLOCK
MANOR RD
RICE CT
AMSTERDAM AV
DUNTON
KANE AV
EILEEN CT
(BELLMORE)
AMERICUS RD
MUNSELLS RD
INDUSTRIAL (SCOUTING BLVD)
SILLS ROAD
AVENUE
ROAD
SPLIT PINE CIR
SIPP LA
MAURE AV
MATSUNAYE
BLACK PINE ST
VIRGINIAPINE DR
TORREYPINE LA
WHITE PINE
CLUSTERPINE ST
LIMBERPINE LA
MEYER
SUGAR PINE CIR
YELLOW PINE CIR
MONTAUK AV
PITCHPINE
SCOTCH PINE DR
NORWAY PINE DR
BIG CONE LA
WAY
SWISS STONE ST
LACEBARK LA
JOHN ROE SMITH
SOUTHERN PINE AV
LONGLEAF LA
CHRISTOPHER CT
LISA CT
PATCHOGUE-YAPHANK ROAD
STATION ROAD
Sunshine Mall
CLASSIC CT
HOME DR
MAPLE ST
CHERRY LA
APPLE LA
HANOVER PL
ST
R1
S1
T1
72°58'30"
72°57'45"
72°57'00"
Joins Map 28

1318
W.D. 19
S.D. 7
AVE.
LOLLYPINE
LA.
MEYER
LA.
DR.
MATCH
LINE
3
4
5
3.7A(c)
1.4A(c)
(60')
(50')

Gen C 1

COUNTY OF SUFFOLK

APR 1 5 2009

1318

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 7, 2009

Ben Zwirn
Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Bldg. 11th Flr.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0200-774.00-04.00-012.000

Dear Mr. Zwirn:

Enclosed herewith is the original and one copy of the proposed resolution with documentation pursuant to:

Transfer of tax deed acquired parcel to Department of Public Works

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene

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

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map
Hagstrom Map
Sponsor's Memo

Copy to: Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Thomas A. Isles, Director of Planning
CE Reso Review, via e-mail

LOCATION
H. LEE DENNISON BLDG. - 2ND FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
FAX (631) 853-5906
FAX (631) 853-5905

Introductory Resolution No. 1319-09 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay on request of County Executive Steve Levy

RESOLUTION NO. -2009
AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES TO SUFFOLK COUNTY DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

WHEREAS, the COUNTY OF SUFFOLK is the owner of certain real property, surplus to its needs, described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, these parcels, as shown on aforesaid Exhibit A have been identified by the Suffolk County Planning Department and Suffolk County Department of Environment and Energy, Division of Real Property Acquisition and Management as containing or are directly adjacent stream corridor systems and their associated tidal and/or freshwater wetlands as well as under water lands; or are adjacent or associated with presently existing Suffolk County Parkland/Nature Preserve; and

WHEREAS, as a result thereof the jurisdiction of said parcels should be transferred to the Suffolk County Department of Parks, Recreation and Conservation in order to become part of said Suffolk County Parkland; and

WHEREAS, if it is found that such properties shown on Exhibit A, once transferred or dedicated, have created a landlocked parcel or parcels, or denied access to such parcel or parcels, such portion of the dedication was inadvertent, and it is the intention of the Suffolk County Legislature not to dedicate such land to Suffolk County Parks system and/or Nature Preserve as may be required to maintain access and to prevent said properties from being either landlocked or having access denied thereto; and

WHEREAS, it is not the intention of the Suffolk County Legislature to grant rights to adjacent property owners that did not exist at the time of this dedication; and

WHEREAS, Section 406, Real Property Law provides that municipal real property held on public use shall be free of taxation; now, therefore, be it

1st **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, be authorized to transfer to the Suffolk County Department of Parks, Recreation and Conservation, No Number Montauk Highway, Sayville, New York, the interest of Suffolk County in the above described properties for the above stated reasons and purpose; and be it further

2nd **RESOLVED**, that in the event that it is determined that an abutting property becomes landlocked, or access is denied thereto, such occurrence was not the intention of this dedication, and the Suffolk County Legislature shall provide such easements and/or rights-of-way as it deems just and property to effectuate the intent of this resolution, without the necessity of a mandatory referendum, solely by a duly adopted resolution by a majority of its members; and be it further

3rd **RESOLVED**, that said parcel (s) are held in public use and free of taxation under Section 406 (1) New York Real Property Tax Law and the assessor of the Town of Brookhaven, Southampton and all other assessors having jurisdiction thereof, be and they hereby are directed to mark the assessment rolls of their jurisdiction to show that said property is owned by the County of Suffolk and is exempt from taxation and exempt from special ad valorem levies and special assessments to the extent permitted by law, and further that the Clerk of the Legislature shall transmit a copy of this resolution to the a fore stated assessors for this purpose; and be it further,

4th **RESOLVED,** that the designation of such property to the Suffolk County Department of Parks, Recreation and Conservation is a Type II action under the provisions of Title 6 NYCRR Part 617.5 (c) (20), routine or continuing agency administration, with no further environmental review necessary.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

	A	B	C	D
1	dsbl	acquired date	acreage	Rationale
5	0200 30000 0400 027000	7-Mar-03	0.36	Suffolk Hills County Park - Core
6	0200 35900 0100 040000	18-Aug-06	0.06	Suffolk Hills County Park - Core
8	0200 41100 0500 003005	18-Aug-06	0.53	Robert C. Murphy County Park - Core
9	0200 41100 0500 004005	18-Aug-06	0.53	Robert C. Murphy County Park - Core
10	0200 41100 0500 009005	18-Aug-06	0.53	Robert C. Murphy County Park - Core
11	0200 41100 0500 010005	18-Aug-06	0.49	Robert C. Murphy County Park - Core
12	0200 41100 0500 015001	18-Aug-06	0.49	Robert C. Murphy County Park - Core
13	0200 41100 0500 016001	18-Aug-06	0.29	Robert C. Murphy County Park - Core
14	0200 51100 0500 036000	18-Aug-06	0.45	Manorville Pine Barrens - Core
15	0200 51100 0500 038000	18-Aug-06	0.45	Manorville Pine Barrens - Core
16	0200 51100 0500 059000	12-Jul-01	0.36	Manorville Pine Barrens - Core
17	0200 51100 0600 030000	18-Aug-06	0.94	Manorville Pine Barrens - Core
18	0200 53100 0400 002000	18-Aug-06	0.05	Warbler Woods County Park - Core
54	0900 13500 0100 068000	21-Nov-00	0.69	Peconic River County Park - Core
55	0900 13500 0100 069000	21-Nov-00	0.69	Peconic River County Park - Core
56	0900 13500 0100 071000	21-Nov-00	0.05	Peconic River County Park - Core
57	0900 17100 0100 001000	21-Nov-00	0.2	Maple Swamp - Core
58	0900 21300 0100 054000	14-Aug-06	0.09	Hampton Hills County Nature Preserve - Core
59	0900 23900 0100 002000	26-May-65	1	Hampton Hills County Nature Preserve - Core
60	0900 24200 0200 001000	5-Feb-65	0.74	Dwarf Pine Plains - Core
61	0900 24200 0200 002000	25-Feb-65	1	Dwarf Pine Plains - Core

	A	B	C	D
1	dsbl	acquired date	acreage	Rationale
62	0900 24200 0300 014000	21-Nov-00	0.04	Dwarf Pine Plains - Core
63	0900 24300 0300 023000	14-Aug-06	0.09	Dwarf Pine Plains - Core
64	0900 27400 0100 009000	25-Sep-96	5.28	United Artists County Park - Core
65	0900 28000 0300 011000	14-Aug-06	0.09	Dwarf Pine Plains - Core
66	0900 30600 0200 029000	21-Nov-00	0.96	Dwarf Pine Plains - Core
67	0900 30600 0200 068000	21-Nov-00	0.14	Dwarf Pine Plains - Core
68	0900 30600 0200 071000	14-Aug-06	0.23	Dwarf Pine Plains - Core
69	0900 30600 0300 023000	14-Aug-06	0.14	Dwarf Pine Plains - Core
70	0900 30600 0400 017000	21-Nov-00	0.09	Dwarf Pine Plains - Core
71	0900 30700 0200 024000	21-Nov-00	0.23	Dwarf Pine Plains - Core
72	0900 30700 0200 048000	14-Aug-06	0.09	Dwarf Pine Plains - Core
74	0900 33400 0300 006000	21-Nov-00	0.09	Dwarf Pine Plains - Core
75	0900 33600 0100 021000	21-Nov-00	0.43	Dwarf Pine Plains - Core
76			17.89	

1319

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   Transfer of certain properties to Suffolk County Department of Parks, Recreation and Conservation

3. Purpose of Proposed Legislation

   Dedicating surplus lands to Suffolk County Parks

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?

   _X_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

   Yearly tax burden reduced

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

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2009

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

    Wayne R. Thompson, Property Manager _____ _____

Gen C2

1319

APR 17 2009

COUNTY OF SUFFOLK

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK-GALLAGHER
COMMISSIONER

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERY ACQUISTION AND MANAGEMENT

April 13, 2009

Ben Zwirn
Assistant Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Bldg. 11th Flr.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY II788

Re: RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES TO SUFFOLK COUNTY DEPARTMENT OF PARKS, RECREATION AND CONSERVATION

Dear Mr. Zwirn:

Enclosed herewith for your approval are the original and one (1) copy of a proposed resolution with documentation which would authorize the transfer of Suffolk County Properties to the Department of Parks, Recreation and Conservation for Parks purposes.

This authorization would transfer 17.89 acres of county owned property which would also save Suffolk County $3,487.96 in yearly tax payments.

I would appreciate your placing this on the legislative agenda as soon as possible so that it may be considered and adopted by the Legislature.

Very truly yours,

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

PJG:WRT:slb
Enc: Resolution + 1 copy
Legislative Memorandum

Copy w/Resolution to:
Brendan Chamberlain, County Executive Assistant (2 hard copies)
Thomas Isles, Director of Planning
Lauretta Fischer, Principal Environmental Analyst
CE Reso Review, via e-mail (Transfer of Property to Parks)

LOCATION
H. LEE DENNISON BUILDING
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
FAX (631) 853-5906

Intro. Res. # 1320-09

Laid on Table 4/28/09

INTRODUCED BY THE PRESIDING OFFICER

RESOLUTION NO. _____2009
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #809-2009)

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

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

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

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

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

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

RESOLUTION NO. CONTROL#809-2009

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

Key	Town	Year	Item No	S.C. Tax Map No	Original *-Tax	Corrected *-Tax	Chargeback Refund; if *-Tax Paid
A	BABYLON	08/09	N/A	0100 18600 0300 057000	12137.40	9385.89	2751.51
A	BABYLON	08/09	N/A	0100 04000 0100 055000	9241.38	5986.78	3254.60
A	BROOKHAVEN	08/09	N/A	0200 64100 0100 001000	6256.33	587.32	5669.01
A	EASTHAMPTON	08/09	N/A	0300 17500 0300 021000	8384.08	4478.92	3905.16
C	EASTHAMPTON	08/09	N/A	0301 01300 0500 007000	30052.18	16780.96	13271.22
A	HUNTINGTON	08/09	N/A	0400 19100 0400 017000	9011.82	3707.12	5304.70
A	ISLIP	07/08	N/A	0500 39600 0300 017000	6063.13	3254.39	2808.74
A	ISLIP	08/09	N/A	0500 12300 0100 011000	7575.21	3284.26	4290.95

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

APPROVED BY:

County Executive of Suffolk County Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1320

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation Yes ____ No____

SEE NO. 2 ABOVE

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

2009

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

11. Signature of Preparer

12. Date April 14, 2009

Additional back-up material regarding I.R. 1320 is on file in the Legislative Clerk's Office, Hauppauge.

1321

Intro Res. No. –09 Laid on the Table 4/28/

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2009, ACCEPTING AND APPROPRIATING RECAPTURED ADULT, DISLOCATED WORKER AND YOUTH FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

WHEREAS, the New York State Department of Labor has awarded additional funds for the Workforce Investment Act (WIA) Program to the Suffolk County Department of Labor in the amount of $10,782.57; and

WHEREAS, the additional funds were awarded to integrate employment and training services into a comprehensive workforce delivery system for impacted workers; and

WHEREAS, these additional funds have not been included in the 2009 Adopted Operating Budget; and

WHEREAS, it is in the best interest of the County to accept this 100% grant funding now, therefore be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the following funds:

REVENUES:

320-4790 Federal Aid	$10,782.57

ORGANIZATIONS: $10,782.57

Department of Labor (LAB)
Workforce Investment Act
320-6300

4000-CONTRACTUAL EXPENSES	**$10,782.57**
4980-Contracted Agencies	$10,782.57

and, be it further

2ND RESOLVED, that the Reporting Category for the Integrated Financial Management system (IFMS) is 6300.

APPROVED BY: _____

County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT 1321
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.	Type of Legislation Resolution _X___ Local Law __ Charter Law
2.	Title of Proposed Legislation: **ACCEPTING AND APPROPRIATING RECAPTURED ADULT, DISLOCATED WORKER YOUTH FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**
3.	Purpose of Proposed Legislation **To integrate Dislocated Worker related employment and training services into a comprehensive workforce delivery system for impacted workers.**
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? (check appropriate category) ___X_ **County** _____Town _____Economic Impact _____Village _____School District _____Other (Specify) _____Library District _____Fire District _____NOT APPLICABLE
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact **Revenue to County**
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. **Revenue to County**
8.	Proposed Source of Funding **New York State Department of Labor**
9.	Timing of Impact **Immediate**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James M. Andrews **Principal Management Analyst**	Theresa Lollo	**March 12, 2009**

SCIN FORM 175b (10/95) Theresa Lollo Theresa Lollo 4/16/09
Principal Financial Analyst

1321

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**	Date: March 12, 2009
Submitting Department/Agency **Suffolk County Department of Labor**	Location **Bldg. 17, No. County Complex** **Veterans Memorial Highway** **Hauppauge, NY 11788**

Contact Person in Dept/Agency	Telephone Number	Grant Application Due Date
James M. Andrews	**853-6610**	**N/A**

INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title:
ACCEPTING AND APPROPRIATING RECAPTURED ADULT, DISLOCATED WORKER AND YOUTH FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. ___ Renewal Application
c. x Supplemental (Specify) Recapture Funds.
d. ___ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
To integrate employment and training services into a comprehensive workforce delivery system for impacted workers.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program).
SUFFOLK COUNTY DEPARTMENT OF LABOR

II. BUDGET INFORMATION

1. Term of Contract
FROM: **7/01/07** TO: **6/30/08**

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$	%	$	%	$	%
State	**$10,782.57**	**100%**	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	**$10,782.57**	**100%**	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE			
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0-
b. In-kind Contribution:	$ -0-	$ -0-	$ –0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? __x__ Yes ____ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW			
Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

New York State Department of Labor
David A. Paterson, *Governor*
M. Patricia Smith, *Commissioner*

1321

August 29, 2008

Mr. Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Dear Mr. Levy:

In accordance with Workforce Development System Technical Advisory #07-10, local area expenditures of Workforce Investment Act (WIA) funds should be monitored and reviewed during the program year to ascertain if program spending levels are appropriate, and if the local area will achieve the seventy percent expenditure rate. Carryover of formula funds that exceed thirty percent are subject to recapture, and re-distribution to local areas that have achieved the seventy percent expenditure rate. The attached Notice of Obligational Authority (NOA) #PY07-14 provides your Local Area with its share of the recaptured funds.

These funds must be spent on allowable program activities as identified under WIA Title IB Legislation. These funds are not subject to the transfer authority between Adult and Dislocated Worker programs. The available funding period on these funds is July 1, 2008 through June 30, 2009. These funds must be reported on a monthly basis by the Local Workforce Investment Area on the following reports as previously transmitted to your Local Workforce Area's fiscal contact:

- Monthly Accrued Expenditure Report
- Monthly summary Cash Report
- Monthly Statement of Daily Cash Transactions

Any questions concerning this information should be directed to your State Representative.

Sincerely,

Karen A. Coleman

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment
cc: Mr. Robert W. Dow, Jr.
Mr. Henry Daisey - State Rep

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus, Building 12, Room 450, Albany, NY 12240
www.labor.state.ny.us Karen.Coleman@labor.state.ny.us

1321

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 78 NOA #PY07- 14

LWIA: Suffolk Co.
Grantee:
Steve Levy
County Executive, Suffolk County

GRANTOR: The Governor of New York through the New York State Department of Labor

This NOA authorizes Program Year 2007 funding for the period (07/01/07 through 6/30/09), except Youth (04/01/07 through 6/30/09.)
Work Incentive Grant Disability Program Navigator ($37,500; 07/01/07 through 06/30/08).
Work Incentive Grant Disability Program Navigator-($16,331.25; 07/01/08 through 06/30/09).
Statewide Activities Incentive Grant (01/01/08 through 12/31/08)
Dislocated Worker Rapid Response Supplemental Funds (05/01/08 through 12/31/08).
Statewide Activities Funds - E-Learning (6/19/08 through 12/31/08).

NYSDOL Contact: Henry Daisey TELEPHONE: (212) 621-0706

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
# 0 T-1B Youth	$1,728,958.50	$7,385.40	$1,736,343.90
# 0 T-1B Admin	$373,043.93	$1,078.25	$374,122.18
# 0 T-1B Adult	$1,628,436.91	$0.00	$1,628,436.91
# 0 T-1B Dislocated Worker	$2,640,404.01	$2,318.92	$2,642,722.93
# 0 T-1B Work Incentive Grant Disability Program Navigator	$53,831.25	$0.00	$53,831.25
# 0 T-1B Statewide Activities Incentive Grant	$57,811.00	$0.00	$57,811.00
# 0 T-1B Dislocated Worker Rapid Response Supplemental Funds	$420,948.00	$0.00	$420,948.00
# 0 T-1B Statewide Activities Funds - E-Learning	$50,000.00	$0.00	$50,000.00

Approved by: Karen A Coleman 08/29/08
Karen A. Coleman
Director
Division of Employment and Workforce Solutions

Gen C4

COUNTY OF SUFFOLK

1321

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive for Intergovernmental Relations
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: March 12, 2009

RE: **INTRODUCTORY RESOLUTION**

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -09, **ACCEPTING AND APPROPRIATING RECAPTURED ADULT, DISLOCATED WORKER AND YOUTH FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Jim Morgo, Chief Deputy County Executive

1322

Intro Res. No. –09

Laid on the Table 4/28/0

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2009, ACCEPTING AND APPROPRIATING ADULT INCENTIVE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

WHEREAS, the New York State Department of Labor has awarded additional funds for the Workforce Investment Act (WIA) Program to the Suffolk County Department of Labor in the amount of $67,488; and

WHEREAS, the additional funds were awarded in the "Incentive Grant" category to integrate employment and training services into a comprehensive workforce delivery system for impacted workers; and

WHEREAS, these additional funds have not been included in the 2009 Adopted Operating Budget; and

WHEREAS, it is in the best interest of the County to accept this 100% funded grant; now, therefore be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the following funds:

REVENUES:

320-4790 Federal Aid	$67,488

ORGANIZATIONS: $67,488

Department of Labor (LAB)
Workforce Investment Act
320-6300

4000-CONTRACTUAL EXPENSES	**67,488**
4980-Contracted Agencies	67,488

and, be it further

2ND RESOLVED, that the Reporting Category for the Integrated Financial Management system (IFMS) is 6300.

APPROVED BY: _____

County Executive of Suffolk County
Date of Approval:

1322

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.	Type of Legislation Resolution _X___ Local Law __ Charter Law
2.	Title of Proposed Legislation: **ACCEPTING AND APPROPRIATING ADULT INCENTIVE GRANT FUNDS FROM THE NEW YORK STATE DEPARMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**
3.	Purpose of Proposed Legislation **To integrate employment and training services into a comprehensive workforce delivery system for impacted workers.**
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? (check appropriate category) **___X_ County** _____Town _____Economic Impact _____Village _____School District _____Other (Specify) _____Library District _____Fire District _____NOT APPLICABLE
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact **Revenue to County**
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. **Revenue to County**
8.	Proposed Source of Funding **New York State Department of Labor**
9.	Timing of Impact **Immediate**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James M. Andrews **Principal Management Analyst**	Theresa Lollo Theresa Lollo 4/16/09	**March 12, 2009**

SCIN FORM 175b (10/95)
Principal Financial Analyst

1322

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**	Date: March 12, 2009
Submitting Department/Agency **Suffolk County Department of Labor**	Location **Bldg. 17, No. County Complex** **Veterans Memorial Highway** **Hauppauge, NY 11788**

Contact Person in Dept/Agency	Telephone Number	Grant Application Due Date
James M. Andrews	**853-6610**	**N/A**

INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title:
ACCEPTING AND APPROPRIATING ADULT INCENTIVE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. ___ Renewal Application
c. x Statewide Activities Incentive Award
d. ___ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
To integrate employment and training services into a comprehensive workforce delivery system for impacted workers.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program).
SUFFOLK COUNTY DEPARTMENT OF LABOR

II. BUDGET INFORMATION

1. Term of Contract
FROM: 12/**01/08** TO: 11/**30/09**

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$	%	$	%	$	%
State	**$ 67,488**	**100%**	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$ 67,488	**100%**	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE			
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0-
b. In-kind Contribution:	$ -0-	$ -0-	$ -0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? __x__ Yes ____ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW			
Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

New York State Department of Labor
David A. Paterson, *Governor*
M. Patricia Smith, *Commissioner*

1322

December 16, 2008

Mr. Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Re: WIA PY 2008 Incentive Award

Dear Mr. Levy:

The New York State Department of Labor (NYSDOL) has approved the Local Area's Workforce Investment Act Title 1-B Program PY 2008 Incentive Grant Plan, submitted in accordance with Workforce Development System Technical Advisory #08-7 dated October 24, 2008.

Accordingly, attached is a Notice of Obligational Authority (NOA) #PY08-5 in the amount of $67,487.73 to be expended on the activities as specified in the Incentive Grant Plan. These Incentive funds must be fully expended by November 30, 2009, or the funds will be subject to recapture. Please note that formula fund expenditures cannot be transferred to this Incentive Award. Furthermore, the sustainability of the approved incentive plan activities beyond this grant period cannot be assured by the State or the Department of Labor.

Additionally, if the Local Area's incentive plan includes items which require advance written approval, such approval must be granted prior to the expenditure being incurred. The Division of Employment and Workforce Solutions staff will be monitoring the activities, outcomes and expenditures reported against the approved incentive plan; simultaneously, we will be monitoring local expenditures for its formula funding to ensure reasonable compliance with USDOL ETA Fund Utilization Rate Report.

Once again, congratulations in reaching your performance milestones. I look forward to continuing to work with your local area in providing exemplary service to your region. Please feel free to contact me if you have any questions.

Sincerely,

Karen A Coleman

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment
Mr. Robert W. Dow, Jr.
Mr. Henry Daisey - State Rep

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus, Building 12, Room 450, Albany, NY 12240
Karen.Coleman@labor.state.ny.us

1322

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 78 NOA #PY08- 5

LWIA: Suffolk Co.
Grantee:
Steve Levy
County Executive, Suffolk County

GRANTOR: The Governor of New York through the New York State Department of Labor

This NOA authorizes Program Year 2008 funding for the period (07/01/08 through 6/30/10), except Youth (04/01/08 through 6/30/10.)
Supplemental Dislocated Worker ($391,482.00, 10/01/08 through 09/30/09).
Supplemental Adult (10/01/08 through 09/30/09).
Statewide Activities Incentive Grant ($67,487.73, 12/01/08 through 11/30/09).

NYSDOL Contact: Henry Daisey TELEPHONE: (212) 775-3346

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
# 0 T-IB Youth	$1,479,228.30	$0.00	$1,479,228.30
# 0 T-1B Admin	$583,803.20	$0.00	$583,803.20
# 0 T-1B Adult	$1,459,314.90	$0.00	$1,459,314.90
# 0 T-1B Dislocated Worker	$2,315,685.60	$0.00	$2,315,685.60
# 0 T-1B Statewide Supplemental Adult	$141,884.00	$0.00	$141,884.00
# 0 T-1B Statewide Activities Incentive Grant	$0.00	$67,487.73	$67,487.73

Approved by: Karen A Coleman 12/16/08
Karen A. Coleman
Director
Division of Employment and Workforce Solutions

Gen CS

COUNTY OF SUFFOLK

1322

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive for Intergovernmental Relations
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: March 12, 2009

RE: **INTRODUCTORY RESOLUTION**

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -08, **ACCEPTING AND APPROPRIATING ADULT INCENTIVE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Jim Morgo, Chief Deputy County Executive

ASSOCIATION OF MUNICIPAL EMPLOYEES, INC

1323

Intro Res. No. -09 LOT 4/28/09

Introduced by the Presiding Officer Lindsay on request of the County Executive

RESOLUTION NO. -09, ACCEPTING AND APPROPRIATING ADDITIONAL TAA TRAINING FUNDS.

WHEREAS, the New York State Department of Labor (NYSDOL) has awarded a grant in the amount of $33,879 to the Suffolk County Department of Labor to fund TAA Training; and

WHEREAS, this grant is funded by the Workforce Investment Act (WIA) program, for the express purpose of providing training services; and

WHEREAS, the additional funds were awarded for a training, to provide vocational skills assessment and skills training.

WHEREAS, these additional funds have not been included in the 2009 Adopted Operating Budget; and

WHEREAS, these funds are 100% State funded; now, therefore, be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the additional funds as follows:

REVENUES:

320- LAB - 3790 State Aid: Various Labor Programs	$33,879

ORGANIZATIONS:

Department of Labor (LAB)
Workforce Investment Act
320-6300

4000 CONTRACTUAL EXPENSES	**$33,879**
4980 – Contracted Agencies	$33,879

and be it further

2ND RESOLVED, that the Reporting Category for the County Integrated Financial Management System (IFMS) is 6300.

APPROVED BY:_____

County Executive of Suffolk County

Date of Approval:

1323

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution _X_ Local Law ___ Charter Law

2. Title of Proposed Legislation: **ACCEPTING AND APPROPRIATING ADDITIONAL TAA TRAINING FUNDS.**

3. Purpose of Proposed Legislation
ACCEPT AND APPROPRIATE ADDITIONAL TAA TRAINING FUNDS.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _X_ No
REVENUE TO COUNTY

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

__X__ County	_____Town	_____Economic Impact
_____Village	_____School District	_____Other (Specify
_____Library District	_____Fire District	_____NOT APPLICABLE

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

REVENUE TO THE COUNTY.

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

8. Proposed Source of Funding
NEW YORK STATE DEPARTMENT OF LABOR

9. Timing of Impact
IMMEDIATE

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
JAMES M. ANDREWS **PRINCIPAL MANAGEMENT ANALYST**	for Theresa Lolla 4/16/09	**March 19, 2009**

SCIN FORM 175b (10/95) Theresa Lolla
Principal Financial Analyst

1323

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**	Date March 19, 2009
Submitting Department/Agency **Suffolk County Department of Labor**	Location **Bldg. 17, No. County Complex** **Veterans Memorial Highway** **Hauppauge, NY 11788**

Contact Person in Dept/Agency	Telephone Number	Grant Application Due Date
James M. Andrews	**853-6610**	**N/A**

INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

Grant Title: **ACCEPTING AND APPROPRIATING ADDITIONAL TAA TRAINING FUNDS.**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. ___ Renewal Application
c. x Supplemental (Additional funding to provide training to trade adjustment act effected workers)
d. ___ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
TO PROVIDE FUNDS FOR TAA TRAINING.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program).
SUFFOLK COUNTY DEPARTMENT OF LABOR

II. BUDGET INFORMATION

1. Term of Contract
FROM: 10/1/07 TO: 9/30/10

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$		$	%	$	%
State	**$33,879**	**100%**	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$ 33,879	**100%**	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

1323

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE			
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0-
b. In-kind Contribution:	$ -0-	$ -0-	$ –0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? __x__ Yes ____ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW			
Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

1323

New York State Department of Labor
David A. Paterson, *Governor*
M. Patricia Smith, *Commissioner*

March 13, 2009

Mr. Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Dear Mr. Levy:

The Local Workforce Investment Board of Suffolk County has submitted requests for funds to support the individual training plans under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Department of Labor (NYSDOL) Technical Advisory (TA) #04-6 dated May 18, 2004.

The NYSDOL Workforce Development and Training Division has been reviewing the requests for funding submitted and as a result, is issuing a change to the LWIA's Notice of Obligational Authority (NOA) for the attached list of new individual training plan funds approved and any changes to previously approved awarded individual training plan funds.

The attached NOA #FY08-2 along with a complete list of approved individual funding requests by petition number supports these changes. As a reminder, the funds awarded to the LWIA under this training program may be expended only for the training costs identified in the approved training plans for the individuals listed and must be reported to NYSDOL by the LWIA on a monthly basis. In the event training does not occur or the final costs are less than requested, the funds remaining unexpended will be deobligated and are not available for the LWIA's use.

Questions concerning the TAA program can be e-mailed to the NYSDOL at WDTDTAA@labor.state.ny.us. Questions concerning the NOA or reporting of the expenditures should be directed to Sharie FitzGibbon via phone at (518) 457-9060 or via e-mail at Sharie.FitzGibbon@labor.state.ny.us.

Sincerely,

Karen A. Coleman

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment
cc: Mr. Robert W. Dow, Jr.
Mr. James Andrews
Mr. Henry Daisey - State Rep
Mr. Joe Lowenstein

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus, Building 12, Room 450, Albany, NY 12240
www.labor.state.ny.us
Karen.Coleman@labor.state.ny.us

1323

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 78 NOA #FY08- 2

LWIA: Suffolk Co.
Grantee:
Steve Levy
County Executive, Suffolk County

GRANTOR: The Governor of New York through the New York State Department of Labor

This NOA authorizes Program Year 2008 funding for the period (10/01/07 through 09/30/10).

NYSDOL Contact: Henry Daisey TELEPHONE: (518 775-3346

TAA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
Training	$14,550.00	$19,329.00	$33,879.00
Relocation	$0.00	$0.00	$0.00

Approved by: Karen A Coleman 03/13/09
Karen A. Coleman
Director
Division of Employment and Workforce Solutions

Gen Cb

COUNTY OF SUFFOLK

1323

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive for Intergovernmental Relations
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner RWD

DATE: March 19, 2009

RE: **INTRODUCTORY RESOLUTION**

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -09, ACCEPTING AND APPROPRIATING ADDITIONAL TAA TRAINING FUNDS.

Thank you for your assistance.

* * *

RWD:jma
Attachment

cc: Jim Morgo, Chief Deputy County Executive

1324

Intro Res. No. –09

Laid on the Table 4/28/10

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2009, ACCEPTING AND APPROPRIATING AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF LABOR UNDER THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

WHEREAS, the New York State Department of Labor has awarded American Recovery and Reinvestment Act funds for the Workforce Investment Act (WIA) Program to the Suffolk County Department of Labor in the amount of $3,327,341.00; and

WHEREAS, the additional funds were awarded to integrate employment and training services into a comprehensive workforce delivery system for impacted workers; and

WHEREAS, these additional funds have not been included in the 2009 Adopted Operating Budget; and

WHEREAS, it is in the best interest of the County to accept this 100% grant funding now, therefore be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the following funds:

REVENUES:	
320-4790 Federal Aid	$3,327,341
ORGANIZATIONS:	$3,327,341
Department of Labor (LAB) Workforce Investment Act 320-6300	
1000- PERSONAL SERVICES	**$765,289**
1100 Permanent Salaries	$765,289
4000-CONTRACTUAL EXPENSES	**$2,329,138**
4770- Special Services (Stipend)	$232,914
4980-Contracted Agencies	$2,096,224

and, be it further

2ND RESOLVED, that the Reporting Category for the Integrated Financial Management system (IFMS) is 6300.

APPROVED BY: _____

County Executive of Suffolk County

Date of Approval:

1324

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution _X___ Local Law ___ Charter Law

2. Title of Proposed Legislation:

ACCEPTING AND APPROPRIATING AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF LABOR UNDER THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

3. Purpose of Proposed Legislation

To integrate related employment and training services into a comprehensive workforce delivery system for impacted workers.

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? (check appropriate category)

___X_ **County**	_____Town	_____Economic Impact
_____Village	_____School District	_____Other (Specify)
_____Library District	_____Fire District	_____NOT APPLICABLE

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

Revenue to County

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

Revenue to County

8. Proposed Source of Funding

New York State Department of Labor

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James M. Andrews **Principal Management Analyst**	Theresa Lollo 4/16/09 Theresa Lollo Principal financial Analyst	**March 27, 2009**

SCIN FORM 175b (10/95)

1324

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**	Date: March 27, 2009

Submitting Department/Agency	Location
Suffolk County Department of Labor	**Bldg. 17, No. County Complex** **Veterans Memorial Highway** **Hauppauge, NY 11788**

Contact Person in Dept/Agency	Telephone Number	Grant Application Due Date
James M. Andrews	**853-6610**	**N/A**

INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title:

ACCEPTING AND APPROPRIATING AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF LABOR UNDER THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. ___ Renewal Application
c. x **Supplemental (Specify) ECONOMIC STIMULUS Funds.**
d. ___ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
To integrate employment and training services into a comprehensive workforce delivery system for impacted workers.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program).
SUFFOLK COUNTY DEPARTMENT OF LABOR

II. BUDGET INFORMATION

1. Term of Contract
FROM: **2/17/09** TO: **6/30/11**

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$	%	$	%	$	%
State	**$3,327,341**	**100%**	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	**$3,327,341**	**100%**	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE

CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0-
b. In-kind Contribution:	$ -0-	$ -0-	$ -0-

4. Total Number of Positions Requested
   -0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? __x__ Yes ____ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
   -0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

   Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

   N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

1324

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 78 Stimulus NOA #PY08- 1

LWIA: Suffolk Co.
Grantee:
Steve Levy
County Executive, Suffolk County

GRANTOR: The Governor of New York through the New York State Department of Labor

This NOA authorizes Program Year 2008 under the American Recovery and Reinvestment Act of 2009 for the period (02/17/09 through 6/30/11).

NYSDOL Contact: Henry Daisey TELEPHONE: (212) 775-3346

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-IB Youth	$0.00	$1,187,127.00	$1,187,127.00
CFDA# 17.258,17.259,17.260 T-1B Admin	$0.00	$332,734.10	$332,734.10
CFDA# 17.258 T-1B Adult	$0.00	$525,919.50	$525,919.50
CFDA# 17.260 T-1B Dislocated Worker	$0.00	$1,281,560.40	$1,281,560.40

Approved by: Karen A Coleman 03/23/09
Karen A. Coleman
Director
Division of Employment and Workforce Solutions

New York State Department of Labor
David A. Paterson, *Governor*
M. Patricia Smith, *Commissioner*

1324

March 23, 2009

Mr. Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Dear Mr. Levy:

Attached is Notice of Obligational Authority (NOA) Stimulus #PY08-1 for LWIA – Suffolk County.

NOA Stimulus #PY08-1 identifies the initial funding allotments made under the American Recovery and Reinvestment Act of 2009 (ARRA) to supplement Program Year (PY) 2008 allotments for WIA Title I Adult, Dislocated Worker and Youth Activities Programs. This initial allotment represents ½ of the total allotment you will receive under the ARRA. The balance of these funds will be issued as soon as New York State funding authority is available.

The intent of the Recovery Act is that funds be spent quickly and effectively in meeting the employment and training needs of the Nation's workforce. To ensure that these funds are expended in the manner intended a Technical Advisory regarding the recapture of unexpended funds will be issued shortly. To maximize the accrued expenditures, and to avoid a potential recapture of funds, it is imperative that current accruals be appropriately reported in your monthly expenditure reports.

A new accrued expenditure reporting package will be sent to you under separate cover. Please note these funds must be accounted for separate from regular WIA funds. In addition to reporting expenditures separately you must also request cash draw downs separately.

Questions concerning this information should be directed to your State Representative.

Sincerely,

Karen A. Coleman

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment
cc: Mr. Robert W. Dow, Jr.
Mr. James Andrews
Mr. Henry Daisey - State Rep
Mr. Joe Lowenstein

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus, Building 12, Room 450, Albany, NY 12240
www.labor.state.ny.us
Karen.Coleman@labor.state.ny.us

Dup # 230 Gen C7

COUNTY OF SUFFOLK

APR 0 2 2009

1324

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive for Intergovernmental Relations
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner RWD

DATE: March 27, 2009

RE: **INTRODUCTORY RESOLUTION**

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -09, **ACCEPTING AND APPROPRIATING AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF LABOR UNDER THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Jim Morgo, Chief Deputy County Executive

Introductory Resolution No. 1325-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 GEMERON, LLC (SCTM NO. 0200-853.00-01.00-068.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 853.00 Block 01.00 Lot 068.000 and acquired by Tax Deed on February 21, 2003 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on March 7, 2003 in Liber 12239 at Page 108 and described as follows, Town of Brookhaven, known and designated as Lots 2903 & 2904 on a certain map entitled "Map of Mastic Park, Section 3 B", and filed in the Office of the Clerk of the County of Suffolk on March 21, 1921 as Map No. 275; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Gemeron, LLC, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $4,500.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at $4,000.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or his designee, has received and deposited the sum of $4,500.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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 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. 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 deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, and/or his designee, be and he hereby is authorized to execute and acknowledge a Bargain and Sale Deed, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Gemeron, LLC, 237 Exeter Street, Brooklyn, New York 11235.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1325

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0200-853.00-01.00-068.000

ADJOINING OWNER	BID	BID	BID
Gemeron, LLC 237 Exeter Street Brooklyn, New York 11235 0200-853.00-01.00-067.000	$4,500.00		
Sylvia Scaro 106 Clinton Avenue Mastic, New York 11950 0200-853.00-01.00-066.000	$0		
Norma F. Corbett C/O Patricia F. Corbett P.O. Box 425 Pleasanton, CA 94566 0200-853.00-01.00-069.000	$0		

SIZE OF PARCEL: 40' x 100'
APPRAISED VALUE: $4,000.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971

Gen C8

COUNTY OF SUFFOLK

APR 15 2009

1325

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 1, 2009

Ben Zwirn
Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Bldg. 11th Flr.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0200-853.00-01.00-068.000

Dear Mr. Zwirn:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

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

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to: Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Thomas A. Isles, Director of Planning
CE Reso Review, via e-mail

LOCATION
H. LEE DENNISON BLDG. - 2ND FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
FAX (631) 853-5906
FAX (631) 853-5905

COUNTY OF SUFFOLK

1325

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

INTER-OFFICE COMMUNICATION
COUNTY OF SUFFOLK

TO: Pamela J. Greene
Assistant Director of Real Property Acquisition and Management

FROM: Auction/Sales Unit

DATE: April 1, 2009

SUBJECT: SALE BY DIRECT SALE OF TAX ACQUIRED REAL PROPERTY PURSUANT TO LOCAL LAW No. 13-1976
Tax Map No.: 0200-853.00-01.00-068.000

Attached are the following documents for your review and approval:

Transmittal Letter
Resolution Pursuant to Local Law No. 13-1976
Summary Statement For Direct Sale
Sponsor's Memo For County Legislation

REVIEWED AND APPROVED BY:

Lori Bertone
Agent

Date: 4/1/09

APPROVED AND RECOMMENDED BY:

Wayne R. Thompson
Property Manager

Date: 4/1/09

Note: Resolution package and file to be returned to agent.

LOCATION
H. LEE DENNISON BLDG. - 2ND FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
FAX (631) 853-5906
FAX (631) 853-5905

1326

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2009, APPROVING THE APPOINTMENT OF A RELATIVE OF AN ACTING SUPREME COURT JUDGE IN THE SUFFOLK COUNTY TREASURER'S OFFICE (EMILY E. HUDSON)

WHEREAS, §A6-3(E) of the SUFFOLK COUNTY ADMINISTRATIVE CODE requires Legislative approval for the hiring or promotion of any relative of a Suffolk County District Court Judge, Suffolk County Family Court Judge, Suffolk County Court Judge, Suffolk County Surrogate, Suffolk County Supreme Court Justice, or Judge of any court, when the position will not be filled pursuant to a Civil Service Law competitive examination; and

WHEREAS, Emily E. Hudson, daughter of Acting Supreme Court Justice James C. Hudson, has been offered employment in the Treasurer's Office as a Student Intern II; now, therefore be it

1st **RESOLVED**, that the appointment of Emily E. Hudson as a Student Intern II for the Suffolk County Treasurer's Office is hereby approved pursuant to §A6-3(E) of the SUFFOLK COUNTY ADMINISTRATIVE CODE; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

S:\res\r-nepotism-hudson

1327

Intro. Res. No. -2009 Laid on Table 4/28/09
Introduced by Legislator Horsley

RESOLUTION NO. –2009, ADOPTING LOCAL LAW NO. -2009, A CHARTER LAW TO ESTABLISH A NEW PROCESS FOR ADOPTING THE SUFFOLK COUNTY COMMUNITY COLLEGE OPERATING BUDGET

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2009 a proposed local law entitled, "**A CHARTER LAW TO ESTABLISH A NEW PROCESS FOR ADOPTING THE SUFFOLK COUNTY COMMUNITY COLLEGE OPERATING BUDGET**"; now, therefore, be it

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

LOCAL LAW NO. -2009, SUFFOLK COUNTY, NEW YORK

A CHARTER LAW TO ESTABLISH A NEW PROCESS FOR ADOPTING THE SUFFOLK COUNTY COMMUNITY COLLEGE OPERATING BUDGET

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 changes in NEW YORK EDUCATION LAW and amendments to State University of New York ("SUNY") regulations granted greater fiscal autonomy to the state's community colleges.

This Legislature further determines that the new SUNY regulations eliminated a local sponsor's authority to veto line item appropriations in a community college budget proposed by a college's board of trustees and authorized a board of trustees to transfer appropriations within an adopted budget without the approval of the local sponsor.

This Legislature finds that as a result of these changes in state law, rule and regulations, the County of Suffolk terminated the agreement which had governed the relationship between the County and Suffolk County Community College (the Plan "C" agreement) by the adoption of Resolution No. 109-2009 and ratified a new Memorandum of Understanding of Procedures and a Sponsor Service Agreement with the Community College by the adoption of Resolution No. 188-2009.

This Legislature also finds that the Memorandum of Understanding of Procedures sets forth a new process for the adoption of the Community College's operating budget which is consistent with state law and SUNY regulations.

This Legislature also determines that it is necessary to update the SUFFOLK COUNTY CHARTER and ADMINISTRATIVE CODE in order to codify the new process for adopting the Community College's annual operating budget and to eliminate provisions that are now inoperable or inapplicable.

Therefore, the purpose of this local is to codify a new process for the adoption of Suffolk Community College' operating budget that is consistent with state law, SUNY regulations and the new operating agreements entered into by the County of Suffolk and Suffolk County Community College.

Section 2. Amendment.

I. Section C4-6 of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

* * * *

§ C4-6. Submission of proposed county budget by County Executive.

* * * *

B. The proposed expense budget for any fiscal year shall not exceed the adopted and approved expense budget for the prior fiscal year by more than 4% or the amount of the increase in the gross national product price deflator, whichever is greater, measured by the Bureau of Labor Statistics for the period of the fiscal year preceding the year in which the initial public hearings on the proposed county budget are held, as calculated against the adopted and approved expense budget for the prior fiscal year. For the purposes of this subsection, "expense budget" shall include all expenditures and all revenues except outlays of federal and state grants or aid, receipts of federal or state grants or aid, outlays by the County of Suffolk for goods or services statutorily required by the state or federal government and outlays used for repayment of all debt principal. **[**The expense budget for the community college shall be treated as a separate budget for the purposes of compliance with the provisions of this subsection. The amount of real property tax revenues and non-real-property-tax revenues attributable to the community college budget shall continue to be the ratio between the two sources of revenue as shall have applied to the expense budget adopted and approved for the prior fiscal year.**]** The proposed expense budget for any fiscal year shall also be submitted by the Executive to the County Legislature in such a form as to require the Suffolk County General Fund and Police District Fund or any captive service fund (nursing, self-insurance and interdepartment operation and service), or net tax levy, calculated together, exclusive of the amount necessary to be raised by tax on real estate to provide for the interest on and principal of all indebtedness in the Suffolk County General Fund and Police District Fund or any captive service fund (nursing, self-insurance and interdepartment operation and service), not to exceed the combined Suffolk County General Fund and Police District Fund or any captive service fund (nursing, self-insurance and interdepartment operation and service) or net tax levy for the prior fiscal year, exclusive of the amount necessary to be raised by tax on real estate to provide for the interest on and principal of all indebtedness in the Suffolk County General Fund and Police District Fund or any captive service fund (nursing, self-insurance and interdepartment operation and service) by more than 4% or the amount of the increase in the gross national product (GNP) price deflator, whichever is greater, measured by the Bureau of Labor Statistics for the period of the fiscal year immediately preceding the year in which the initial public hearings on the proposed county expense budget are held.

* * * *

II. Paragraph (H) of Section C4-10 of the SUFFOLK COUNTY CHARTER is hereby repealed and paragraphs (I) and (J) of that section shall be relettered as paragraphs (H) and (I).

III. Section A4-3 of the SUFFOLK COUNTY ADMINSTRATIVE CODE is hereby amended as follows:

* * * *

§ A4-3. Form and content of proposed budget.

* * * *

G. Community College budget.

[(1) The Suffolk County Community College recommended operating budget, budget amendment resolution(s) and budget amendment veto(s) shall contain a county contribution line for illustrative purposes only, which county contribution shall be comprised of the general fund transfer to the Community College, together with the Community College tax levy as defined in Section 3(d) of the Plan C Agreement between the Community College and the County of Suffolk.]

1. The Board of Trustees of the Community College will submit an operating budget request with line item detail to the County Executive and the County Legislature, in both printed and electronic form, no later than the third Friday in April each year unless a later date is mutually agreed upon.

2. The County Executive will submit a recommended budget total to the County Legislature no later than May 31 each year.

3. The County Legislature shall, by resolution, approve an operating budget total for the Community College no later than August 15th each year. If the Legislature does not adopt an operating budget total by August 15th, the budget total recommended by the County Executive shall be deemed adopted as submitted.

4. The County Executive may approve the Community College operating budget total as adopted by the County Legislature or he or she may disapprove the budget total. If the County Executive approves the operating budget total as submitted it shall become effective immediately upon his or her approval. If the County Executive disapproves the operating budget total, he or she shall return the disapproved resolution to the County Legislature no later than 10 days after such resolution was submitted to the office of the County Executive.

5. The County Legislature may reconsider the resolution that the County Executive has returned with his or her disapproval. If, on such reconsideration, the Legislature approves the budget total resolution by an affirmative vote of two-thirds of the total membership within 15 days after it was returned to it, but in no event later than August 31, the resolution shall become effective immediately. If the Legislature does not timely reconsider the resolution or, if on reconsideration, the Legislature does not approve the resolution by an affirmative two-thirds vote of the entire membership, the resolution shall not take effect and the operating

budget total initially recommended by the County Executive shall become effective immediately.

[(2)]6. At the conclusion of the Community College operating budget process but in no event no later than August 31 of the pertinent calendar year, the county contribution shall be calculated and certified jointly by the Director of the Executive's Budget Office and the Director of the County Legislature's Office of Budget Review for inclusion in the Recommended County Operating Budget submitted by the County Executive.

* * * *

Section 3. Applicability.

This law shall apply to all Suffolk County Community College Operating Budgets adopted on or after January 1, 2010.

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.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\cl-new-process-adopt-college-operating-budget

1328

Intro. Res. No. -2009
Introduced by the Presiding Officer

Laid on Table 4/28/08

RESOLUTION NO. -2009, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED CONSTRUCTION OF HIGHWAY MAINTENANCE FACILITIES, SALT STORAGE BUILDING, CP 5048, HAMPTON BAYS, TOWN OF SOUTHAMPTON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Construction of Highway Maintenance Facilities, Salt Storage Building, CP 5048, Hampton Bays, Town of Southampton", pursuant to Section 6 of Local Law No. 22-1985 which project involves construction of a timber salt storage building within an existing highway maintenance facility; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its April 15, 2009 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated April 15, 2009 of said recommendations; and

WHEREAS, Section 279-5(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 this Legislature hereby determines that the Proposed Construction of Highway Maintenance Facilities, Salt Storage Building, CP 5048, Hampton Bays, Town of Southampton constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 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 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 proposal 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;

3) The parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties, no high groundwater and no unmanageable slopes);

4) The proposed project is in compliance with the N.Y.S.D.E.C. Best Management Practice Guidelines; and

5) The structure will shield currently open salt/sand piles from the elements and prevent the leaching of salt into the groundwater aquifer;

and be it further

2nd **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

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(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-salt-storage-building

1329

Intro Res. No. – 09

Laid on the Table 4/28/

Introduced by the Presiding Officer on request of County Executive Steve Levy

RESOLUTION NO. –2009, TO APPROVE THE LEASE OF TWO (2) ADDITIONAL FIFTEEN (15) PASSENGER VANS IN THE SUFFOLK COUNTY DEPARTMENT OF LABOR, IN COMPLIANCE WITH LOCAL LAW 20-2003.

WHEREAS, Local Law 20-2003, "A Local Law to Restrict Purchase of Sports Utility Vehicles (SUV) by Suffolk County" was filed in the Office of the Secretary of State on July 10, 2003; and

WHEREAS, Local Law 20-2003 stipulates that "6. No vehicle of any nature whatsoever shall be purchased or leased by the County of Suffolk unless: … (b) the purchase or lease of the vehicle is based on the County Vehicle Standard…; and (c) explicit approval for the acquisition of such vehicle, via lease or purchase, has been granted via duly enacted Resolution of the County of Suffolk."; and

WHEREAS, the Suffolk County Department of Labor is receiving funding for program vehicles from the American Recovery and Reinvestment Act of 2009. Funds will be available in the 2009 Operating Budget; and

WHEREAS, the Code of Federal Regulations, Title 48, Part 31 categorizes vehicle lease costs for federal grant programs as an "allowable cost" to the extent that the rates are reasonable; and

WHEREAS, leased vehicles are program vehicles used for transporting participants for the Workforce Investment Act Youth Employment Program and the cost is allocated to this program in compliance with the approved New York State Cost Allocation Plan for the Suffolk County Department of Labor; and

WHEREAS, the leases for two (2) full-size fifteen (15) passenger vans would begin in June 2009; now, therefore be it

1st RESOLVED, that the Suffolk County Department of Labor is authorized to initiate the process for the replacement of leased vehicle through the Purchase Requisition process; and be it further

2nd RESOLVED, that the Department of Public Works, Purchasing Division, in adherence with New York State General Municipal Law, is hereby authorized to conduct a formal sealed bid process, in which the specifications for these vehicles will comply with the 'County Vehicle Standard'; and be it further

3rd RESOLVED, that the Suffolk County Department of Labor is duly authorized to enter into a contractual agreement to lease the following vehicles:

2 – Full-size 15 passenger vans;

and be it further

4th RESOLVED, that there will be no net increase in the number of vehicles in the Department's fleet as a result of this Resolution.

DATED:

APPROVED BY: _____

County Executive of Suffolk County

Date of Approval:

1329

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law __ Charter Law

Title of Proposed Legislation: **TO APPROVE THE LEASE OF TWO (2) ADDITIONAL FIFTEEN (15) PASSENGER VANS IN THE SUFFOLK COUNTY DEPARTMENT OF LABOR, IN COMPLIANCE WITH LOCAL LAW 20-2003.**

3. Purpose of Proposed Legislation
TO APPROVE THE LEASE TWO (2) ADDITIONAL FIFTEEN (15) PASSENGER VANS.

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? (check appropriate category)

__ _ County	_____Town	_____Economic Impact
_____Village	_____School District	__X__ Other (Specify)
_____Library District	_____Fire District	_____NOT APPLICABLE

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact
Fiscal Impact: additional funding not required. Fully Federally Funded.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision.
To be determined by bid process.
Annual estimated cost for 2 vans is $16,850

8. Proposed Source of Funding
New York State Department of Labor

9. Timing of Impact
CURRENT LEASE EXPIRES MARCH, 2009

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James M. Andrews **Principal Management Analyst** Theresa Lollo Principal Financial Analyst	Theresa Lollo 4/16/09	March 27, 2009

SCIN FORM 175b (10/95)

Dep 337

COUNTY OF SUFFOLK

APR 0 2 2009

1329

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: March 27, 2009

RE: **INTRODUCTORY RESOLUTION**

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -09, TO APPROVE THE LEASE OF TWO (2) ADDITIONAL FIFTEEN (15) PASSENGER VANS IN THE SUFFOLK COUNTY DEPARTMENT OF LABOR, IN COMPLIANCE WITH LOCAL LAW 20-2003.

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Jim Morgo, Chief Deputy County Executive

Intro. Reso. No. 1330-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2009, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $26,000 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF THE SUFFOLK COUNTY POLICE DEPARTMENT'S SECOND PRECINCT COMMUNITY SUPPORT 2009 GRANT PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Criminal Justice Services has made $26,000 in Federal pass-through monies from the Byrne Justice Assistance Grant Program available to Suffolk County to continue to address community concerns regarding gang-related criminal activity through targeted enforcement efforts and educational presentations to school, community and business groups in the area served by the Suffolk County Police Department's Second Precinct; and

WHEREAS, said project will utilize a multi-agency approach of investigation, enforcement and prevention; and

WHEREAS, the operational period of the Program will be from October 1, 2009, through September 30, 2010; and

WHEREAS, said grant funds have not been included in the 2009 Suffolk County Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

REVENUES:	**AMOUNT**
115-4356-Federal Aid: 2nd Precinct Community Support 2009	$26,000

ORGANIZATIONS:

Police Department (POL)
2nd Precinct Community Support 2009
115-POL-3609

1000 – Personal Services	**$22,137**
1120 – Overtime Salaries	22,137

Employee Benefits
Retirement
115-EMP-9010

8000-Employee Benefits	**$3,542**
8280 – Employee Retirement System	3,542

Employee Benefits
Social Security
115-EMP-9030

8000 – Employee Benefits	**$321**
8330 – Social Security	321

and be it further

2nd RESOLVED, County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1330

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $26,000 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF THE SUFFOLK COUNTY POLICE DEPARTMENT'S SECOND PRECINCT COMMUNITY SUPPORT 2009 GRANT PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

No match required. The resolution provides $26,000 for the second precinct community support program.

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

The funds provided in this grant must be expended between October 1, 2009 and September 30, 2010.

8. Proposed Source of Funding

New York State Department of Criminal Justice Services

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst	TSaunders	4-20-09

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1330

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1330

STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: **Ben Zwirn, Deputy County Executive**
Suffolk County Executive's Office

FROM: **Edward Webber, Chief of Support Services**
Suffolk County Police Department

DATE: **April 1, 2009**

SUBJECT: **Resolution Packet & SCIN Forms for**
The Second Precinct Community Support 2009 Grant Program
DCJS # BJ08632019

Attached please find two copies of the following for the Division of Criminal Justice Services pass-through grant funded 2nd Precinct Community Support 2009 Program:

1. Grant Resolution
2. Grant SCIN Forms
3. Request for Introduction of Legislation
4. Financial Impact Statement
5. Copy of the Award Letter from the New York State Division of Criminal Justice Services
6. Copy of the Grant Contract between the New York State Division of Criminal Justice Services and Suffolk County.

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted for signature upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Technician, at 852-6601.

Thank you for your assistance with this project.

EW/sck
cc: Don Fahey, Federal & State Aid Claims Coordinator
The Office of the Chief Deputy County Executive

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 - (631) 852-6000

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE March 30, 2009

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank 1330	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title **2nd Precinct Community Support 2009**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Consolidated Appropriations Act, 2008, Public Law 110-161, Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program federal pass-through funding administered by the New York State Division of Criminal Justice Services.

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X_ Renewal Application
C. _ __Supplemental (Specify) ____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).
The project will allow the Suffolk County Police Department to continue to address community concerns regarding gang related criminal activity in the area of the Second Precinct through targeted enforcement efforts and educational presentations to school, community and business groups.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract From: 10/1/2009 To: 9/30/2010

2. Financial Assistance Requested

SOURCE	*THIRD FUNDING CYCLE*		*SUPPLEMENTAL TO THE THIRD FUNDING CYCLE*		*FOURTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$25,000	90 %	$20,000	100%	$26,000	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$2,778	10%	$	%	$	%
Total	$27,778	100%	$20,000	100%	$26,000	100%

SCIN FORM 164

3. Explanation of Requested County Financial Assistance 1330

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ 0	$0	$0
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

SCIN FORM 164

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2009

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:	**22,137**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	22,137			
2000 EQUIPMENT:				
2010 Furniture & Fixtures				
2020 Office Machines				
2070 Cameras & Photographic				
2090 Radio and Communication				
2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS:				
3010 Office Supplies				
3020 Postage				
3030 Photostat, Photograph, Blueprint				
3040 Printing				
3160 Computer Software				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 UTILITIES:				
4010 Telephone & Telegraph				
4210 Computer Services				
4300 TRAVEL:				
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2009			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings 1330				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund Contribution	**3,863** 3,542 321			
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Various Police Officers on Overtime	6	79.17/hr OT	To be determined	100%		
Sergeant		93.39/hr OT	To be determined	100%		
Lieutenant		103.97/hr OT	To be determined	100%		

SCIN Form 164D (10-80)

1330

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution

   Accepting and appropriating a grant in the amount of $26,000 in federal pass-through funds from the New York State Division of Criminal Justice Services for the support of the Suffolk County Police Department's Second Precinct Community Support 2009 Grant Program with 100% support.

3. Purpose of Proposed Legislation
   To accept $26,000 from the New York State Division of Criminal Justice Services to continue to fund an integrated approach to prevent, deter and reduce gang-related crime in the area served by the Suffolk County Police Department's Second Precinct.

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 answer to Item 5 is "Yes," provide detailed explanation of impact:
   The County will have $26,000 available to continue to fund the integrated approach to prevent, deter and reduce gang-related crime in the area served by the Suffolk County Police Department's Second Precinct.

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision: None

8. Proposed Source of Funding

   New York State Division of Criminal Justice Services Federal Pass-through Byrne/JAG program funding.

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Technician		April 1, 2009

SCIN FORM NO. 175b (10/95)

1330

MEMORANDUM

To: Byrne Justice Assistance Grant (JAG) Recipients

From: Anne Marie Strano
Director, Office of Program Development and Funding (OPDF)

Date: August 6, 2008

Subject: Grant Award

I am pleased to notify you on behalf of Denise E. O'Donnell, the Commissioner of the Division of Criminal Justice Services (DCJS) that a grant award is being offered to your agency pursuant to the 2008-2009 State Budget which appropriated Byrne Justice Assistance Grant (JAG) funds. For details about your grant, please see the enclosed ***Grant Award Information Sheet***.

Applications should be completed and submitted via the internet by using the Division's Grants Management System (GMS). In order to complete an application using GMS, your agency must first register with OPDF. For information about how to register for GMS, a tutorial and users manual, please visit:

http://criminaljustice.state.ny.us/ofpa/gms.htm

It is important to remember that Byrne JAG funding may not be used to supplant existing agency funds and must target one of the allowable purpose areas. **You should not start your program or make grant-related expenditures without obtaining approval from this agency.** Unapproved expenditures or those that fall outside of the contract period will not be reimbursed.

We request you forward the completed application to DCJS by . Please call the Byrne JAG Unit at (518) 457-9787 or the Program Representative listed on the ***Grant Award Information Sheet*** with any questions you may have regarding completion and submission of the application.

Enclosures

Additional back-up material regarding IR 1330 is on file in the Legislative Clerk's Office, Hauppauge.

Intro Res. No. 1331-09 Laid on Table 4/28/09

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

RESOLUTION NO. -2009, AUTHORIZING THE FILING OF A GRANT APPLICATION ON BEHALF OF THE DISABLED AMERICAN VETERANS (DAV) FOR FEDERAL CAPITAL ASSISTANCE FOR THE PURCHASE OF VANS FOR IT'S TRANSPORTATION PROGRAMS

WHEREAS, the Federal Transit Administration (FTA), an operating administration of the United States Department of Transportation awards grants for federal capital assistance for mass transportation projects as authorized by 49 U.S.C Chapter 53, Title 23, United States Code and other federal statutes administered by the Federal Transit Administration; and

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal capital assistance for transportation projects; and

WHEREAS, in Federal Fiscal Years 2007 and 2008 the Disabled American Veterans organization (DAV) was allocated $56,179 and $60,831, respectively, in federal capital assistance funds to acquire vans for its transportation programs under Section 5309 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and

WHEREAS, the County of Suffolk is a Designated Recipient as defined by 49 U.S.C. Section 5307(a) (2); and

WHEREAS, in order to expedite the grant making process, Suffolk County will file for and accept the FTA grant on behalf of the DAV, and

WHEREAS, the grant contracts for Federal and State financial assistance will impose certain obligations upon the County, and will require the County to commit resources necessary to cover the entire grant with the understanding that reimbursement at the ratio of 80% Federal funds and 20% non-federal funds will be made and that the State share will be used to fund up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded total projects costs and that the County will provide the remaining10% local share of total project costs; and

WHEREAS, the DAV has agreed to reimburse the County for its ten percent 10% share of the actual cost of the vans, including related equipment, and

WHEREAS, there is therefore no cost to the County for this project; and

WHEREAS, the County will provide all annual certifications and assurances required for the project to the FTA; and

WHEREAS, upon approval of the grant, Suffolk County will acquire the vehicles and subsequently, transfer right, title and interest in the vehicles to the DAV, and

WHEREAS, the County will execute a Transfer of Title Agreement with the DAV to assign all responsibility for the use and maintenance of the vehicles, together with any reporting requirements thereof, and

WHEREAS, it is required by the U.S. Department of Transportation, in accord with the provision of Title VI of the Civil Rights Act of 1964, as amended, that the County give an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; now, therefore, be it

1st RESOLVED, that the Designee of the County Executive of Suffolk County is hereby authorized to execute and file a grant application on behalf of the DAV with the FTA for federal capital financial assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the FTA; and be it further

2nd RESOLVED, that the DAV proposes to utilize allocated Federal Fiscal Year 2007 and 2008 funds to aid in the financing of a capital assistance project pursuant to Section 5309 of the Federal Transit Act, a Program of Projects and Budget being described as follows:

Related Capital Program Number	Program of Projects	Estimated Cost
5658	Purchase of Paratransit Vans (including related equipment) for the Disabled American Veterans	$146,263
	Total Estimated Project Cost	$146,263
	Estimated Federal Share: 80%	$117,010
	Estimated State Share: 10%	$ 14,626
	Disabled American Veterans Share: 10%	$ 14,627

and be it further

3rd RESOLVED, that the Designee of the County Executive of Suffolk County is hereby authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964; and to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the Program of Projects and Budget; and be it further

4th RESOLVED, that the Designee of the County Executive of Suffolk County is hereby authorized to execute grant agreements on behalf of the County of Suffolk with the U.S. Department of Transportation and the New York State Department of Transportation for aid in the financing of the capital Program of Projects and Budget herein described; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

6th RESOLVED, that the Designee of the County Executive of Suffolk County is hereby authorized to execute a Transfer of Title Agreement with the DAV to assign all responsibility for the use and maintenance of the vehicles, together with any reporting requirements thereof in connection with said grant and which will also enable the County to receive funds from the DAV in an amount not to exceed $14,627 for its share of the Project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1331

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Authorizing the filing of a grant application on behalf of the Disabled American Veterans (DAV) for federal capital assistance for the purchase of vans for it's transportation programs

3. Purpose of Proposed Legislation

Same as 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 the appropriate category)

County	Town	Economic Impact
Village	School District	Other (specify): Disabled American Veterans
Library District	Fire District	

6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.

Total cost is estimated to be $146,263.
Disabled American Veterans will provide 10% share of the project which is estimated to be $14,627.

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

8. Proposed Source of Funding

80% Federal Transit Administration - $117,010: 10% NYS Department of Transportation Funds - $14,626 and 10% Disabled American Veterans- $14,627.

9. Timing of Impact

2010

10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Robert W. Shinnick Director of Transportation Operations	Robert W. Shinnick	3/26/09

Carmine Chiusano 4/20/09
Assistant Budget Director

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1331

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1332

Intro. Res. No. - 2009 **Laid on Table** 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AMENDING RESOLUTION NO. 186-2009 AUTHORIZING FUNDING FOR SUFFOLK COUNTY CULTURAL PROGRAMMING FOR 2009

WHEREAS, Resolution 186-2009 authorized the County Executive or his Deputy, as the case may be, to enter into an agreement with the Fire Island Golden Wagon Film Festival in the amount of $7,235 for the funding of a media arts program; and

WHEREAS, the County Executive has been notified that the Fire Island Golden Wagon Film Festival has been cancelled for 2009, eliminating the need for funding of the program; and

WHEREAS, the Suffolk County Motion Picture/TV Film Commission, pursuant to Section 58-12(e) of the Suffolk County Code, has recommended that funding be available for the development of marketing materials in order to solicit the use of Suffolk County as location sites for prospective film/television producers; now, therefore, be it

1st RESOLVED, that the 2009 County Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to transfer the following funds and authorizations:

APPROPRIATIONS:

FROM:

FD	AGY	UNIT	OBJ	UNIT/ACTIVITY & OBJECT NAME	AMOUNT
001	ECD	6410	4770	Special Services – Fire Island Golden Wagon Film Festival	-$7,235

TO:

FD	AGY	UNIT	OBJ	UNIT/ACTIVITY & OBJECT NAME	AMOUNT
001	ECD	6410	4560	Fees for Services – Non-Employees	+$7,235

and be it further

2nd RESOLVED, that the monies appropriated pursuant to this resolution shall be used for the sole purpose of developing marketing materials in order to solicit the use of Suffolk County as location sites for prospective film/television producers; and be it further

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

APPROVED BY:

_____

County Executive of Suffolk County

Date:

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1332

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1332

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AMENDING RESOLUTION NO. 186-2009 AUTHORIZING FUNDING FOR SUFFOLK COUNTY CULTURAL PROGRAMMING FOR 2009

3. Purpose of Proposed Legislation

See No. 2 above.

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

5. If the Answer to Item 4 is "yes", on what will it impact? (Circle the 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.

NO FISCAL IMPACT – FUNDING ALREADY APPROPRIATED IN THE 2009 ADOPTED OPERATING BUDGET

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

N/A

8. Proposed Source of Funding

2009 County Operating Budget – Transferring from the Fire Island Golden Wagon Film Festival which has been cancelled in 2009 and making these funds available for the development of marketing materials to solicit the use of Suffolk County as location sites for prospective film/television producers.

9. Timing of Impact
Upon Adoption

10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Carmine Chiusano, Assistant Budget Director	Carmine Chiusano	April 20, 2009

1332

APR 15 2009

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive
Office of the County Executive

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

DATE: April 7, 2009

SUBJECT: **AMENDING RESOLUTION NO. 186-2009 AUTHORIZING FUNDING FOR SUFFOLK COUNTY CULTURAL PROGRAMMING FOR 2009**

****

The County has been notified that the Fire Island Golden Wagon Film Festival will not take place this year. The attached resolution requests that the funding awarded through Resolution 186-2009 be reallocated to assist the Department in preparing marketing materials to promote the use of Suffolk County as location sites for prospective film/television producers. The Department will utilize its contracted marketing firm of Sanna Mattson McLeod Group to prepare these materials. This marketing contract was awarded through the RFP process and Sanna Mattson McLeod is well versed in the department's mission and focus.

Attached please find the draft resolution and the required back up. Electronic copies have been filed in accordance with ADH 04-09.

Thank you.

CEF/kmb
Attachment

cc: Christopher Kent, Chief Deputy County Executive
Patrick Heaney, Commissioner
Brendan Chamberlain, County Executive Assistant
Michelle Stark, Program Coordinator of Cultural Affairs

Steve Levy
Suffolk County Executive

Patrick Heaney
Commissioner

Intro. Reso. No. 1333-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2009, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $100,000.00 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF THE SUFFOLK COUNTY POLICE DEPARTMENT'S NORTH BELLPORT-EAST PATCHOGUE-PATCHOGUE TASK FORCE GRANT PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Criminal Justice Services has made $100,000.00 in Federal pass-through monies from the Byrne Justice Assistance Grant Program available to Suffolk County to continue a project to reduce crime in the area served by the Suffolk County Police Department's Fifth Precinct; and

WHEREAS, said project will utilize a multi-agency approach of investigation, enforcement and prevention; and

WHEREAS, the operational period of the Program will be from October 1, 2009, through September 30, 2010; and

WHEREAS, said grant funds have not been included in the 2009 Suffolk County Operating Budget; now, therefore, be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

REVENUES:	**AMOUNT**
115-4357-Federal Aid: North Bellport-East Patchogue-Patchogue T.F.	$100,000

ORGANIZATIONS:

Police Department (POL)
North Bellport-East Patchogue-Patchogue Task Force
115-POL-3610

1000 – Personal Services	**$85,143**
1120 – Overtime Salaries	85,143

Employee Benefits
Retirement
115-EMP-9010

8000-Employee Benefits	**$13,623**
8280 – Employee Retirement System	13,623

Employee Benefits
Social Security
115-EMP-9030

8000 – Employee Benefits	**$1,234**
8330 – Social Security	1,234

and be it further

2nd **RESOLVED**, County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1333

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $100,000 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF THE SUFFOLK COUNTY POLICE DEPARTMENT'S NORTH BELLPORT-EAST PATCHOGUE-PATCHOGUE TASK FORCE GRANT PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

No match required. The resolution provides $100,000 to fund the North Bellport-East Patchogue-Patchogue Task Force.

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

The funds provided in this grant must be expended between October 1, 2009 and September 30, 2010.

8. Proposed Source of Funding

New York State Department of Criminal Justice Services

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst	P Saunders	4-20-09

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1333

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1333

STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: **Ben Zwirn, Deputy County Executive**
Suffolk County Executive's Office

FROM: **Edward Webber, Chief of Support Services**
Suffolk County Police Department

DATE: **April 1, 2009**

SUBJECT: **Resolution Packet & SCIN Forms for**
The North Bellport-East Patchogue-Patchogue Task Force Grant Program
DCJS # BJ08632018

Attached please find two copies of the following for the Division of Criminal Justice Services pass-through grant funded North Bellport-East Patchogue-Patchogue Task Force program:

1. Grant Resolution
2. Grant SCIN Forms
3. Request for Introduction of Legislation
4. Financial Impact Statement
5. Copy of the Award Letter from the New York State Division of Criminal Justice Services
6. Copy of the Grant Contract between the New York State Division of Criminal Justice Services and Suffolk County.

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted for signature upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Technician, at 852-6601.

Thank you for your assistance with this project.

EW/sck
cc: Don Fahey, Federal & State Aid Claims Coordinator
Office of the Chief Deputy County Executive

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE April 1, 2009
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	1333
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title **North Bellport-East Patchogue-Patchogue (NBEPP) Task Force**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Consolidated Appropriations Act, 2008, Public Law 110-161,Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program federal pass-through funding administered by the New York State Division of Criminal Justice Services.

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X_ Renewal Application
C. ___Supplemental (Specify) ____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).
The project will allow the Suffolk County Police Department to continue to address community concerns regarding criminal activity, including gang related crimes, in the area of the Fifth Precinct (North Bellport, East Patchogue, and Patchogue) through a multi-agency approach. Involved agencies include the District Attorney's Office, Probation, Parole, Corrections, as well as various community agencies.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Probation, District Attorney, Corrections

II. BUDGET INFORMATION

1. Term of Contract From: 10/1/2009 To: 9/30/2010

2. Financial Assistance Requested

SOURCE	*FOUTH FUNDING CYCLE*		*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$100,000	90 %	$100,000	100%	$100,000	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$11,111	10%	$	%	$	%
Total	$111,111	100%	$100,000	100%	$100,000	100%

1333

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ 0	$0	$0
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

SCIN FORM 164

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2009			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	**85,143** 85,143			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2070 Cameras & Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				1333

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2009			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund Contribution	**14,857** 13,623 1,234			
OTHER (List Source & Brief Explanation)				1333

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Various Police Officers on Overtime	6	79.17/hr OT	To be determined	100%		
Sergeant		93.39/hr OT	To be determined	100%		
Lieutenant		103.97/hr OT	To be determined	100%		

1333

SCIN Form 164D (10-80)

Additional back-up material regarding IR 1333 is on file in the Legislative Clerk's Office, Hauppauge.

1334

Intro. Res. No. -2009 Laid on Table 4/28/09

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

RESOLUTION NO. –2009, AUTHORIZING THE CREATION OF A BLANKET UTILITY EASEMENT FOR USE BY SELECTED UTILITY SERVICE PURVEYORS AT FRANCIS S. GABRESKI AIRPORT

WHEREAS, the Francis S. Gabreski Airport represents a valuable asset for the residents of the County of Suffolk; and

WHEREAS, it is essential to the economic development of this region of the County of Suffolk that growth at Gabreski Airport take place in a orderly fashion designed to promote the interest of the County and of the region in which the Airport is located; and

WHEREAS, this legislature has previously authorized an Airport Utility Infrastructure Study under Capital Project 5734, with the intent of identifying needs, recommending improvements and developing costs and designs of electrical, telephone, television cable service, data, water and sewer improvements to serve various Airport uses (Airport Utility Infrastructure); and

WHEREAS, this legislature as lead agency has previously made a SEQRA determination, under Resolutions 1456-2006 and 17-2007, that installation of Airport Utility infrastructure constitutes an unlisted action and will not have significant adverse effects on the environment, which completes SEQRA; and

WHEREAS, this legislature has authorized funds for design and construction of said Airport Utility infrastructure under the following resolutions:

Resolution 1314 - 2006, Amending the 2006 Capital Budget and Program and appropriating funds for aviation utility infrastructure at Francis S. Gabreski Airport (CP 5734);

Resolution 1313 - 2006, Authorizing the issuance of $50,000 bonds to finance a part of the cost of the planning for Aviation Utility Infrastructure at Francis S. Gabreski Airport (CP 5734.110);

Resolution 1456 - 2006, Accepting a grant award from the New York State Department of Transportation-Aviation Bureau, amending the 2006 Capital Budget and Program and appropriating funds in connection with aviation utility infrastructure at Gabreski Airport (CP 5734) and adopting the SEQRA determination;

Resolution 1457 - 2006, Authorizing the issuance of $880,500 bonds to finance a part of the cost of the construction of Aviation Utility Infrastructure at Francis S. Gabreski Airport (CP 5734.410); and

WHEREAS, in addition to the utility requirements of the Airport's aviation operations, fifty-eight (58) acres of the Airport have been designated for non-aviation use and identified for the development of business and industrial uses as the Gabreski Airport Planned Development District; and

WHEREAS, both the aviation operations at the Airport and the development of the business and industrial area require access to utility infrastructure; and

WHEREAS, there exists a need to define those areas where utility construction will be permitted; now, therefore be it

1st **RESOLVED,** that the grant of a non-exclusive easement be and is hereby authorized to be granted to the following public utility companies as noted above and as described in "Exhibit A" and "Exhibit B" appended hereto, to lay, re-lay, operate, maintain and remove such infrastructure items as water mains, water supply and distribution appurtenances, fire hydrants, services, electrical mains, switchgear, transformers, vaults, services, conduit, copper communications cable, fiber optic communications cable, cross-connect cabinets, gas mains and valves and services and other such unscheduled equipment that may be necessary for distribution and provision of service to :

Suffolk County Water Authority, a public benefit corporation, having its principal place of business at 4060 Sunrise Highway, Oakdale, New York, and its successors and assigns;

Long Island Power Authority, having its principal place of business at 333 Earle Ovington Boulevard, Uniondale, New York, and its successors and assigns;

National Grid, having its principal place of business at 333 Earle Ovington Boulevard, Uniondale, New York, and its successors and assigns;

Verizon, having its principal place of business at 1095 Avenue of the Americas, New York, New York, and its successors and assigns;

Cablevision, having its principal place of business at 111 Stewart Avenue, Bethpage, New York, and its successors and assigns; and

Such other providers of services as the County may judge necessary or desirable;

and be it further

2nd **RESOLVED**, that the Director of the Division of Real Estate of the Department of Environment and Energy is hereby authorized to execute easement agreements in a form in substantial compliance with the model Utility Easement "Exhibit C" annexed hereto; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act, New York Environmental Conservation Law Article 8 ("S.E.Q.R.A."), and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(c)(20) since it is mainly administrative in nature and implements a project for which SEQRA has been completed; and, be it further

4th **RESOLVED**, that, in accordance with Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate SEQRA notices of determination in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Attachments:

Exhibit A – Map of Proposed Easement

Exhibit B – Written Description of Proposed Easement

Exhibit C – Model Easement Agreement

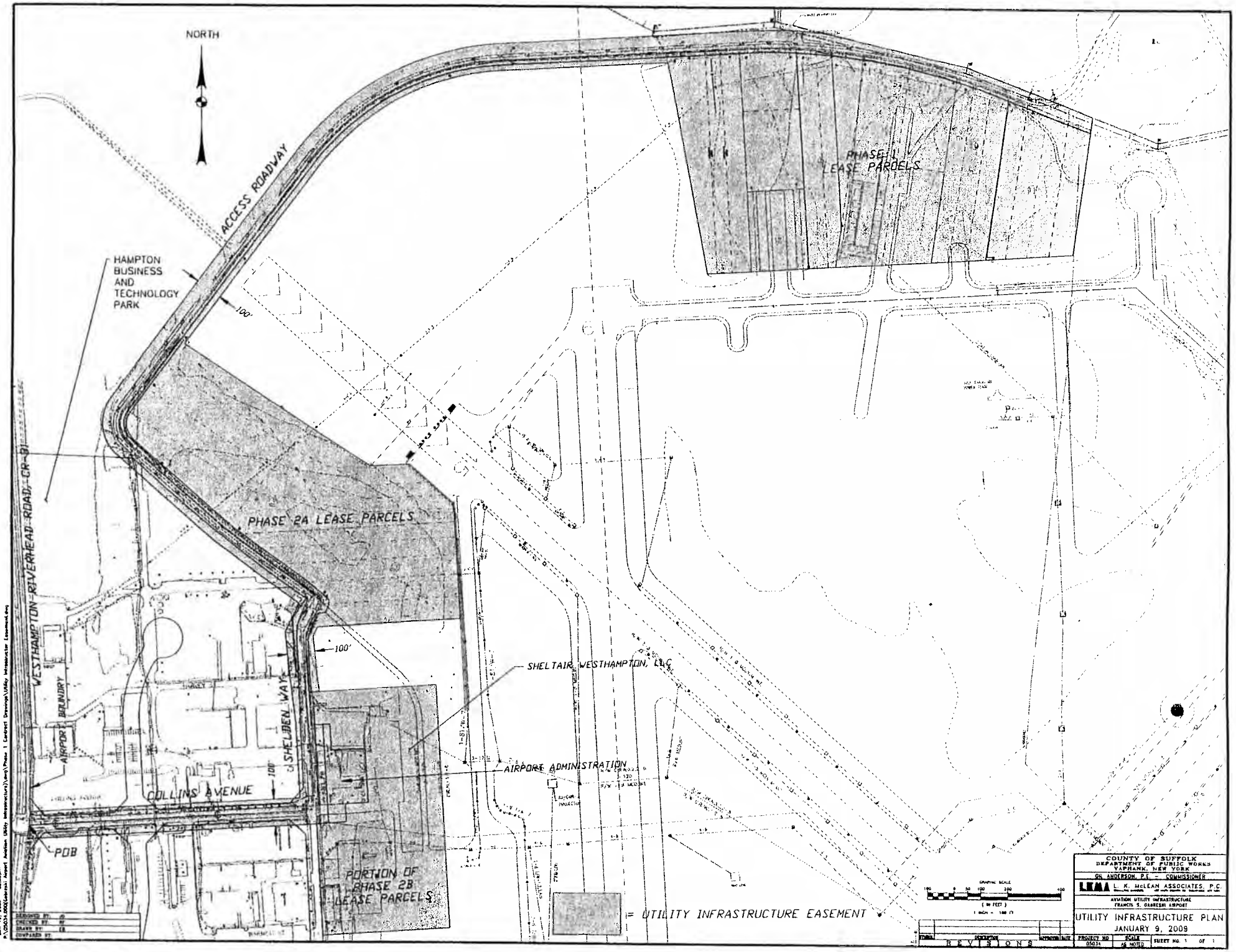

NORTH
ACCESS ROADWAY
HAMPTON BUSINESS AND TECHNOLOGY PARK
100'
PHASE 1 LEASE PARCELS
PHASE 2A LEASE PARCELS
WESTHAMPTON-RIVERHEAD ROAD, CR-31
AIRPORT BOUNDRY
COLLINS AVENUE
SHELBEN WAY
SHELTAIR WESTHAMPTON, LLC
AIRPORT ADMINISTRATION
POB
PORTION OF PHASE 2B LEASE PARCELS
= UTILITY INFRASTRUCTURE EASEMENT
COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK
GH. ANDERSON, P.E. - COMMISSIONER
LKMA L. K. McLEAN ASSOCIATES, P.C.
AVIATION UTILITY INFRASTRUCTURE
FRANCIS S. GABRESKI AIRPORT
UTILITY INFRASTRUCTURE PLAN
JANUARY 9, 2009
PROJECT NO 05034
SCALE AS NOTED
SHEET NO. 1 OF 1
REVISIONS

EXHIBIT A

EXHIBIT B

AVIATION UTILITY INFRASTRUCTURE
FRANCIS S. GABRESKI AIRPORT

DESCRIPTION OF UTILITY INFRASTRUCTURE EASEMENT

Non-exclusive utility infrastructure easement for the installation and maintenance of all utilities required to service all of Phases 1, 2a and a portion of Phase 2b as defined in the Final Design Report for Aviation Infrastructure, Francis S. Gabreski Airport, CP 5734 prepared by L.K. McLean Associates, P.C. and dated April 2006.

Said easement being as shown on a map prepared by L.K. McLean Associates, P.C. and dated January 9, 2009. Said easement also being described as follows:

Beginning at the easterly highway boundary of Westhampton - Riverhead Road, CR 31 where the same is intersected by Collins Avenue; thence easterly along a strip of land 100 feet wide and centered around the centerline of Collins Avenue, to the westerly side of Sheldon Way;

Thence northerly along a strip of land 100 feet wide and centered around the centerline of Sheldon Way to the southerly point of the existing roadway providing access to the Phase 2a and Phase 1 lease areas as defined in the above mentioned Final Design Report for Aviation Infrastructure;

Thence westerly, northerly and easterly along a strip of land 100 feet wide and centered around the centerline of said access roadway to the easterly boundary of Lot 20 as shown on a map entitled "Phase I Lease Parcels" prepared by Louis K. McLean Associates, P.C. and dated May 11, 2005.

Said utility infrastructure easement is also inclusive of the entire area indicated on said map entitled "Phase I Lease Parcels" prepared by Louis K. McLean Associates, P.C. and dated May 11, 2005.

Said utility infrastructure easement is also inclusive of the entire area indicated on a map entitled "Phase IIA Lease Parcels" prepared by Louis K. McLean Associates, P.C. and dated July 26, 2005.

Said utility infrastructure easement is also inclusive of the entire area leased by Sheltair Westhampton, LLC as shown on a survey of said lease parcel prepared by Louis K. McLean Associates, P.C. and dated August 18, 2008.

Said utility infrastructure easement is also inclusive of the entire area occupied by Airport Administration and bounded by Sheldon Way on the west and on the north, east and south by said parcel leased by Sheltair Westhampton, LLC.

Said easement as described above is not intended to be exclusive to any one utility but is intended for the inclusive use of all utility companies providing services to the said parcels of land within the boundaries of Francis S. Gabreski Airport.

UTILITY EASEMENT

1334

THIS INDENTURE, made this ____ day of _____ , _____ , 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

_____, a _____ of the State of New York having its principal place of business at _____ (hereinafter referred to as "Grantee"):

RECITALS

1. The Grantor covenants that it is the owner of approximately 1,486 acres known as Gabreski Airport (the "Airport") and further the Grantor also covenants that it has good right and title to the Airport.

2. Grantee proposes to have constructed and installed an improvement known as _____, identified as Project Number _____ (the "Project").

3. Grantor has agreed to grant to Grantee a non-exclusive easement for utility purposes, subject to the terms and conditions hereinafter set forth.

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 on, over, across and in Premises 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".

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, over, upon, across and through the Easement Area for utility purposes including, but not limited to, constructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water, sewer, drainage, gas, electric, cable, phone or other utilities 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(s) or other areas of the Airport disturbed by the Grantee to a condition reasonably similar to that which existed prior to the disturbance.

4. **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.

5. **Perpetual Duration**. This Easement shall be perpetual in duration.

6. **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..

7. **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.

8. **No Gratuities**. The 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.

9. **Execution**. Grantee warrants and represents that its execution of this Easement has been properly authorized.

10. **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.

11. **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.

1334

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

Name of Grantor

By: _____
Name:
Title:

Date: _____

County of Suffolk

By: _____
Name:
Deputy County Executive

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney

Date: _____

Approved:
Division of Real Estate

By: _____
Name:
Title:

Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

1334

On the _____day of _____ in the year 2009 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)

1334

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the _____day of _____ in the year 2009 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)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1334

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION AUTHORIZING THE CREATION OF A BLANKET UTILITY EASEMENT FOR USE BY SELECTED UTILITY SERVICE PURVEYORS AT FRANCIS S. GABRESKI AIRPORT

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 the appropriate category)

County XX	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.

Propose resolution will enable construction for which funds have previously been appropriated and bonded. No direct funding is required for this resolution.

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

8. Proposed Source of Funding

9. Timing of Impact
2009

10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Tedd Godek, R.A. County Architect	Tedd Godek	3.16.09

Carmine Chiusano 4/20/09
Assistant Budget Director

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1334

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1334

MAR 23 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive (3 copies)

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: March 16, 2009

RE: CP 5734 - Aviation Utility Infrastructure at Francis S. Gabreski Airport

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Attached for your review is a draft resolution proposing the grant of a utility easement on portions of Francis S. Gabreski Airport property. Please note this is a no cost resolution which will allow utility companies to install underground utilities on County property.

This action is considered an unlisted action under SEQRA in accordance with Title 6 NYCRR Part 617. Attached are SEQRA Resolutions 1456-2006 and 17-2007.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 5734 Utility Easement.doc.

TL/WH/dk
Attachments
cc: Jim Morgo, Chief Deputy County Executive
Gilbert Anderson, P.E., Commissioner
Louis Calderone, Deputy Commissioner
Tedd Godek, R.A., County Architect, Buildings Design & Construction
Michael J. Monaghan, P.E., Acting Chief Engineer
Kathy LaGuardia, Chief Auditor
Laura Conway, CPA, Chief Accountant
CE RESO Review (e-mail)

Intro Res. No. 1335-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. – 2009, AUTHORIZING PUBLIC HEARINGS PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW OF THE STATE OF NEW YORK IN CONNECTION WITH THE ACQUISITION OF PROPERTIES TO BE ACQUIRED FOR INTERSECTION IMPROVEMENTS ON C.R. 3, PINELAWN ROAD/WELLWOOD AVENUE, TOWNS OF BABYLON AND HUNTINGTON, SUFFOLK COUNTY, NEW YORK. (CP 5510)

WHEREAS, the Commissioner of the Department of Public Works, was directed to prepare maps showing the properties to be acquired for intersection improvements on C.R. 3, Pinelawn Road/Wellwood Avenue, Towns of Babylon and Huntington, Suffolk County, New York, indicating the properties to be acquired, the names of the reputed owners, the boundaries and dimensions of the parcels to be acquired; and

WHEREAS, said maps were prepared on or about December 29, 2008, and are entitled "ABSTRACT REQUEST MAP"; and

WHEREAS, the project has been adopted in the 2009 Capital Budget as and by Capital Project No. 5510; and

WHEREAS, pursuant to Article 2 of the Eminent Domain Procedure law, it is required that a public hearing be held prior to acquisition in order to inform the public and to review the public use to be served by this project and to review the impact on the environment for residents of the locality in which the project is situated; and

WHEREAS, Section 204 of the Eminent Domain Procedure Law requires the making of Findings and Determinations concerning the proposed project and requires the publication thereafter of a brief synopsis; now therefore, be it

1st **RESOLVED**, that the Commissioner of the Suffolk County Department of Public Works, or his Designee, be deemed Hearing Officer with authority to make Findings and Determinations pursuant to Section 204 of the Eminent Domain Procedure Law; and the said Director, or designee, is hereby authorized to exercise the full authority of the Legislature to conduct public hearings and make determinations and findings as provided in Article 2 of the Eminent Domain Procedure Law; and be it further

2nd **RESOLVED** that upon conclusion of the aforesaid hearings, pursuant to Eminent Domain Procedure Law, the Hearing Officer file written Findings and Determinations with the Clerk of the Legislature within 90 days of the conclusion of the Public Hearing provided for in Article 2 of the Eminent Domain Procedure Law; and be it further

3rd **RESOLVED**, that a brief synopsis of the filed Findings and Determinations shall be published pursuant to the requirements of Section 204 of the Eminent Domain Procedure Law; and be it further

4th **RESOLVED**, that copies of the Findings and Determinations will be forwarded upon written request, to applicants without cost to said applicant by the Clerk of the Legislature; and be it further

5th **RESOLVED**, that upon completion of hearings required by Article 2 of the Eminent Domain Procedure Law, the map aforesaid, be filed in the Office of the Clerk of the County Legislature of the County of Suffolk; and be it further

6th **RESOLVED**, that upon the filing of the Determinations and Findings with the Clerk of the Legislature, the Legislature of Suffolk County shall consider whether to adopt or reject said Findings and Determinations; and be it further

7th **RESOLVED**, that all costs pertaining to notices, public hearings, publications, stenographic fees, mailings, postings, and direct service of process and/or notices be deemed an appropriate charge to this project as provided in the capital program for the acquisition of said real property.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1335

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. – 2009, AUTHORIZING PUBLIC HEARINGS PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW OF THE STATE OF NEW YORK IN CONNECTION WITH THE ACQUISITION OF PROPERTIES TO BE ACQUIRED FOR INTERSECTION IMPROVEMENTS ON C.R. 3, PINELAWN ROAD/WELLWOOD AVENUE, TOWNS OF BABYLON AND HUNTINGTON, SUFFOLK COUNTY, NEW YORK. (CP 5510)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

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

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Gina H. Kommer Assistant Executive Analyst		April 20th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1335

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1335

COUNTY OF SUFFOLK

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Assistant Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: April 17, 2009

RE: **AUTHORIZING PUBLIC HEARINGS PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW OF THE STATE OF NEW YORK IN CONNECTION WITH THE ACQUISITION OF PROPERTIES TO BE ACQUIRED FOR INTERSECTION IMPROVEMENTS ON C.R. 3, PINELAWN ROAD/WELLWOOD AVENUE, TOWNS OF BABYLON AND HUNTINGTON, SUFFOLK COUNTY, NEW YORK. (CP 5510)**

Attached is a draft resolution and one duplicate copy authorizing the Department of Public Works to hold a Public Hearing to condemn properties situated in the Towns of Babylon and Huntington, Suffolk County, New York. The purpose of this acquisition is to reconstruct intersections on C.R. 3, Pinelawn Road/Wellwood Avenue, Towns of Babylon and Huntington.

This hearing is required by the New York State Eminent Domain Procedure Law.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "RESO-DPW-CP 5510.doc".

Should you have any questions or require further information, please feel free to contact Geoff Mascaro, Property Management Administrator at (631) 852-5321.

TL:WH:gim
attach.
cc Jim Morgo, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Frank Messina, Federal & State Aid Claims Technician
Laura Conway, CPA, Director of DPW Administrative Services
Linda Brandolf, CPA, Capital Accounting
Theresa D'Angelo, Principal Clerk (Cover memo only)
James Bagg, Chief Environmental Analyst

1336

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2009, AUTHORIZING USE OF THE LONG ISLAND MARITIME MUSEUM BY THE SAYVILLE ROTARY CLUB FOR THE ANNUAL BEEFSTEAK FUNDRAISER

WHEREAS, the Sayville Rotary Club is a not-for-profit organization; and

WHEREAS, the Sayville Rotary Club would like to use the Long Island Maritime Museum in the County Park in West Sayville for the purpose of hosting their Annual Beefsteak Fundraiser, the proceeds of which go to annual scholarships, hosts international student exchanges and contributes to the Rotary Foundation internationally and generally donates its yearly operating budget for those in need; and

WHEREAS, the fundraiser will be held on the grounds of the Long Island Maritime Museum on Thursday, August 13, 2009; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Five Hundred Dollars ($500.00), payment of which shall be guaranteed by the Sayville Rotary Club;

WHEREAS, a Certificate of Insurance with accompanying declaration page naming Suffolk County as an additional insured has been provided by Rotary International; now, therefore be it

1st **RESOLVED**, that the use of Long Island Maritime Museum by the Sayville Rotary Club for the purpose of hosting a fundraiser on Thursday, August 13, 2009, is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance with accompanying declaration page by the County of Suffolk from Rotary International and the payment of the Five Hundred Dollar ($500.00) event fee to the Long Island Maritime Museum, and the issuance of a permit by the Commissioner of Parks, Recreation and Conservation pursuant to section 378-7B(c) of the Suffolk County Code, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, the Sayville Rotary Club must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for the support of local not-for-profit organizations throughout the County of Suffolk by the Sayville Rotary Club at the Long Island Maritime Museum in the County Park in West Sayville; and be it further

4th **RESOLVED**, that the Sayville Rotary Club shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-beefsteak-fundraiser

RECEIVED
2009 APR 21 P 2:41
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

1337

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2009, AUTHORIZING USE OF LONG ISLAND MARITIME MUSEUM PROPERTY BY FRIENDS OF BRADSTOCK FOR A MUSIC AND ARTS FESTIVAL FUNDRAISER

WHEREAS, the Friends of Bradstock is a not-for-profit organization; and

WHEREAS, the Friends of Bradstock would like to use the Long Island Maritime Museum in the County Park in West Sayville for the purpose of hosting their annual Music and Arts Festival Fundraiser, the proceeds of which go to local not-for-profits organizations throughout the County of Suffolk based on need and amount of funds raised; and

WHEREAS, the festival will be held on the grounds of the Long Island Maritime Museum on Sunday, September 6, 2009 between the hours of 10:00 a.m. to 10:00 p.m.; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Five Hundred Dollars ($500.00), payment of which shall be guaranteed by Friends of Bradstock; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured will be provided by the Friends of Bradstock; and

WHEREAS, the use of County property for such a fundraiser to support local not-for-profit organizations promotes the general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e. the Long Island Maritime Museum in the County Park in West Sayville, in consideration of the payment of Five Hundred Dollars ($500.00), for the purpose of hosting a Music and Arts Festival Fundraiser on September 6, 2009 between the hours of 10:00 a.m. and 10:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured by the County of Suffolk from the entity Friends of Bradstock, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, the Friends of Bradstock must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as

shall be necessary and appropriate to facilitate the hosting of the fund drive for the support of local not-for-profit organizations throughout the County of Suffolk by the Friends of Bradstock at the Long Island Maritime Museum in the County Park in West Sayville; and be it further

4th **RESOLVED**, that the Friends of Bradstock shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-friends-bradstock-fundraiser

1338

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislators Romaine and Schneiderman

RESOLUTION NO. -2009, AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT – FOR THE VILLAGE OF GREENPORT PROPERTY (CLARK'S BEACH, TOWN OF SOUTHOLD) (SCTM NO. 1000-040.00-01.00-023.000 p/o)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

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

WHEREAS, Resolution No. 515-2005, authorized planning steps for the acquisition of said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of the Division of Real Property Acquisition and Management to negotiate the acquisition; and

WHEREAS, funding for this acquisition has been identified by the Department of Environment and Energy for inclusion in the Comptroller's list of Capital Projects to be borrowed on May 13, 2009; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; now, therefore, be it

1st **RESOLVED**, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space Component, for a total purchase price of One Million Seven Hundred Thousand Dollars ($1,700,000.00±), for 6.1± acres, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	1000	6.1±	Village of Greenport
	Section	040.00		236 Third Street
	Block	01.00		Greenport, NY 11944
	Lot	023.000 p/o		

and be it further

2nd **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1)(g) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of One Million Seven Hundred Thousand Dollars ($1,700,000.00±), for 6.1± acres, subject to a final survey; and be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay One Million Seven Hundred Thousand Dollars ($1,700,000.00±), for 6.1± acres, subject to a final survey, from previously appropriated funds in capital project 525-8712.210 for the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1)(g) of the SUFFOLK COUNTY CHARTER, for this acquisition; and be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and be it further

5th **RESOLVED**, pursuant to Section C12-2(A)(2)(c), that this property is not to be developed and Zero (0) Workforce Housing Development Rights shall be removed and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

6th **RESOLVED**, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:

g) open space preservation;

and be it further

7th **RESOLVED**, that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; and be it further

8th **RESOLVED**, that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617; and be it further

9th **RESOLVED**, that the project will not have a significant effect on the environment for the following reasons:

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

2.) the proposed use of the subject parcel(s) is passive recreation; and

3.) if not acquired the property will most likely be developed for residential purposes; incurring far greater environmental impact than the proposed acquisition and preservation of the site would have;

and be it further

10th **RESOLVED**, that in accordance with Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-acquisition-clark's-beach-open-space

Introductory Resolution No. 1339-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
MICHAEL MATASSA, JR. and CARYN MATASSA, his wife
0500-223.00-02.00-022.001 n/k/a 022.005

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 Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 223.00, Block 02.00, Lot 022.001 n/k/a 022..005, and acquired by tax deed on July 23, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 25, 2008, in Liber 12559, at Page 463, and otherwise known as and by Town of Islip, known and designated as Suffolk County Tax Map Number: District 0500, Section 223.00, Block 02.00, Lot 022.001 n/k/a 022.005; 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 July 23, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 25, 2008 in Liber 12559 at Page 463.

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, MICHAEL MATASSA, JR. and CARYN MATASSA, his wife, have made application of said above described parcel and MICHAEL MATASSA, JR. and CARYN MATASSA, his wife, have paid the application fee and $1,796.29, 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, 2009; and

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

2nd - RESOLVED, that the Assistant Director of the Division of Real Property Acquisition and Management, and/or her designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to MICHAEL MATASSA, JR. and CARYN MATASSA, his wife, 195 West Islip Road, West Islip, New York 11795, 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: _____

50.I

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1339

April 6, 2009

Tax Map No.: 0500-223.00-02.00-022.001 n/k/a 022.005
Name of Last Legal Fee Owner: MICHAEL MATASSA, JR. and CARYN MATASSA, his wife

TREASURER'S COMPUTATION..... $1,285.49

Taxes.....2008/2009..... $ 510.80

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $1,796.29

Monies Received..... $1,796.29

RESOLUTION AMOUNT..... $1,796.29

PREPARED BY:
Cathy O'Neal

Cathy O'Neal
Redemption Unit
(631) 853-5937

APPROVED:

Karen A Slater 4/14/09
Accounting
CO:sc

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1339

1. Type of Legislation

Resolution X
Tax Map Number 0500-223.00-02.00-022.001 n/k/a 022.005

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

2009

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

Cathy O'Neal Cathy O'Neal 4/8/09

COMPUTATION OF SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0500	223.00	02.00	022.001

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES: 1339

2005/06	$668.45
2007/08	$489.99

2008/09 IN THE AMOUNT OF $510.80 NOT INCLUDED IN COMPUTATION
PROPERTY IS NOW KNOWN AS 0500-223.00-02.00-022.005

TOTAL: $1,158.44

B. INTEREST DUE	$65.84
C. TOTAL	$1,224.28
D. 5% LINE C	$61.21
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE $1,285.49

7/14/09

CERTIFICATION BY COUNTY TREASURER

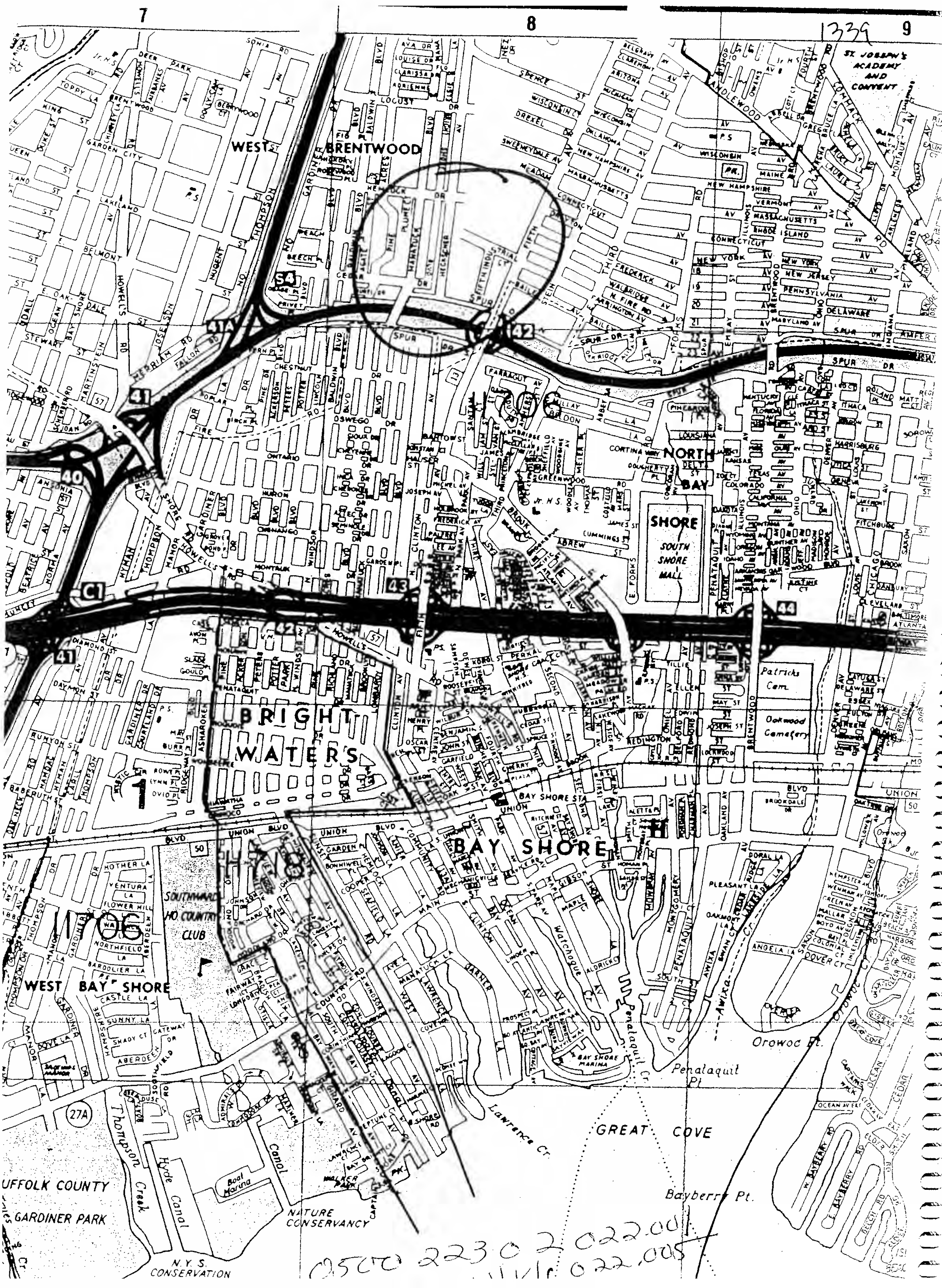
I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 27-Jan-09

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 07/26/09

TS


7
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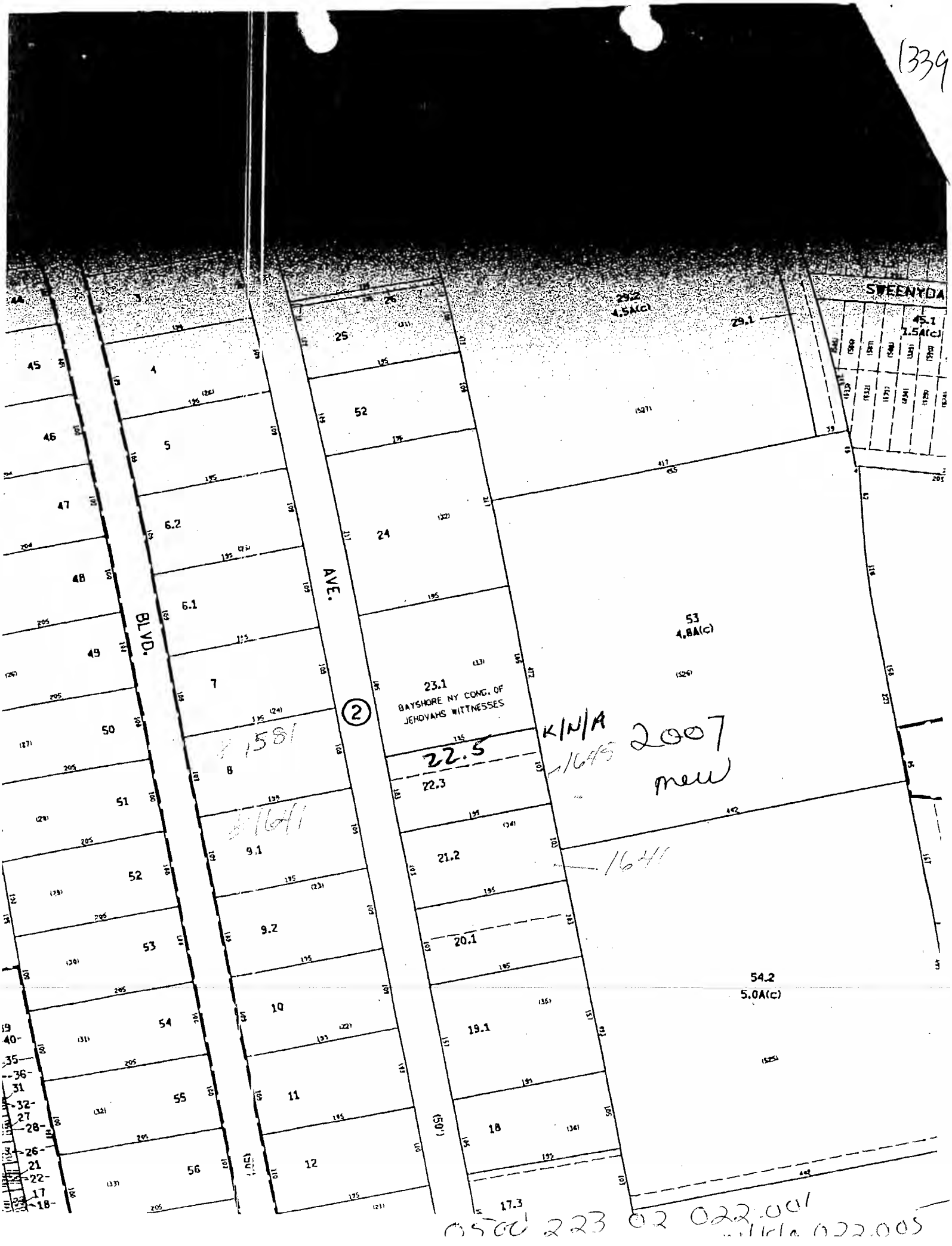
1339
ST. JOSEPH'S ACADEMY AND CONVENT
WEST BRENTWOOD
NORTH BAY SHORE
SHORE SOUTH SHORE MALL
BRIGHT WATERS
BAY SHORE
WEST BAY SHORE
SOUTHWARD HO COUNTRY CLUB
Patricks Cem.
Oakwood Cemetery
SPUR DR
UNION BLVD
BAY SHORE STA
BAY SHORE MARINA
Penataquit Pt.
Orowoc Pt.
GREAT COVE
Bayberry Pt.
Lawrence Cr.
Penataquit Cr.
Awixa Cr.
Watchogue Cr.
Thompson Creek
Hyde Canal
Canal
Boat Marina
SUFFOLK COUNTY
GARDINER PARK
NATURE CONSERVANCY
N.Y.S. CONSERVATION
11706
1706
1
0500 223 0 2 022.001
022.005

1339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JEHOVAHS WITTNESSES
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18
17.3
53
4.8A(c)
54.2
5.0A(c)
29.2
4.5A(c)
29.1
45.1
1.5A(c)
K/N/A
2007
new
1641
0500 223 02 022.001

Introductory Resolution No. 1340-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JAMIE JANISZEWSKI
0103-023.00-02.00-032.000

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 Incorporated Village of Lindenhurst, Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0103, Section 023.00, Block 02.00, Lot 032.000, and acquired by tax deed on March 31, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on April 4, 2008, in Liber 12546, at Page 601, and otherwise known as and by Incorporated Village of Lindenhurst, Town of Babylon, Filed Map No. 180 Blk 60 Lots 36 and part of 35; 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 March 31, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on April 4, 2008 in Liber 12546 at Page 601.

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, JERRY JANISZEWSKI, Retainer of Life Estate, by Victor Knapp, Esq., as Guardian, has made application of said above described parcel and JERRY JANISZEWSKI, Retainer of Life Estate, by Victor Knapp, Esq., as Guardian, has paid the application fee and will be paying $41,250.16 as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law by applicant through the date of deed transfer by redemption process, in addition to any and all other charges due the County of Suffolk to the date of the closing; and

1st - RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b)(2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of 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. 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 Assistant Director of the Division of Real Property Acquisition and Management and/or her designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to JAMIE JANISZEWSKI, 60-76 Fresh Pond Road, Maspeth, New York 11378, 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: _____

50.I

1340

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

April 13, 2009

Tax Map No.: 0103-023.00-02.00-032.000
Name of Last Legal Fee Owner: JAMIE JANISZEWSKI

TREASURER'S COMPUTATION..... $36,010.89

Town Taxes.....2008/2009.....$ 5,239.27

Recording Fees collected for County Clerk.. N/A

License Fee ..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $41,250.16

Monies to be Received.....$41,250.16

RESOLUTION AMOUNT.....$41,250.16

APPROVED:

PREPARED BY:
Cathy O'Neal
Cathy O'Neal
Redemption Unit
(631) 853-5937

Karen A Slater 4/14/09
Accounting
CO:sc

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1340

1. Type of Legislation

Resolution X
Tax Map Number 0103-023.00-02.00-032.000

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

2009

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

Cathy O'Neal Cathy O'Neal 4/13/09

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0103	023.00	02.00	032.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES: 1340

Year	Village	Town	Combined
2003/04	0.00	6355.79	6355.79
2004/05	0.00	6597.87	6597.87
2005/06	612.71	6129.59	6742.30
2006/07	566.54	5972.29	6538.83
2007/08	522.87	5055.49	5578.36
2008/09	470.50	0.00	470.50

TOTAL: 32283.65

B. INTEREST DUE	2012.44
C. TOTAL	34296.09
D. 5% LINE C	1714.80
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE $36,010.89

4/14/09

CERTIFICATION BY COUNTY TREASURER

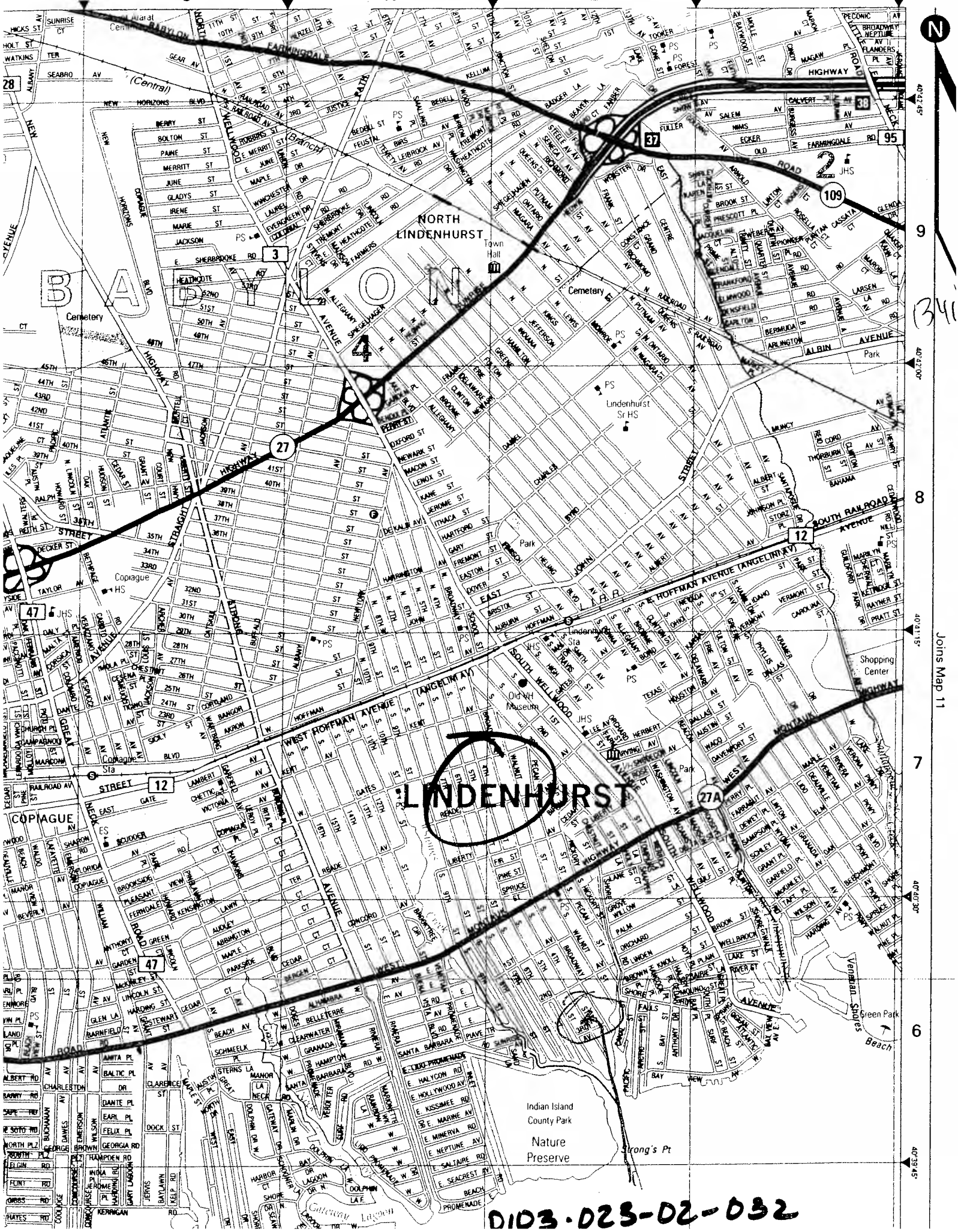
I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 06-Nov-08

Diane M. Stuke
Deputy County Treasurer

** Interest and penalty computed to and including 05/05/09

TS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73°24'00"
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40°39'45"
9
8
7
6
BABYLON
NORTH LINDENHURST
Town Hall
Cemetery
Lindenhurst Sr HS
Copiague HS
Copiague Sta
Lindenhurst Sta
Old NH Museum
Shopping Center
Park
LINDENHURST
COPIAGUE
Indian Island County Park
Nature Preserve
Strong's Pt
Venetian Shores
Green Park
Beach
Gateway Lagoon
Joins Map 11
27
27A
109
12
47
3
4
37
38
95
2
JHS
HIGHWAY
STREET
AVENUE
ROAD
SOUTH RAILROAD
WEST HOFFMAN AVENUE (ANGELINI AV)
EAST HOFFMAN AVENUE (ANGELINI AV)
L.I.R.R.
D103-023-02-032

Revisions
05-02-97
09-19-97
07-17-98
04-29-99
07-18-00
10-24-00
11-13-01
01-23-03
04-17-03
03-08-04
08-24-05

1340

0103 023 02 032

LEGEND											
Property or RW Line		Subdivision Lot No.	(12)	Block Limit		School District Line	SCH	Hydrant District Line	H	UNLESS DRAWN OTHERW ARE WITHIN THE F	
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line	F	Refuse District Line	R	SCHOOL	4
Subdivision Lot Line		Deed Dimension	62	County Line		Water District Line	W	Historical District Line	HST	FIRE	L.F.D.
Stream / Shore		Scaled Dimension	67±	Town Line		Light District Line	L	Ambulance District Line	A	LIGHT	55
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line	P	Wastewater District Line	WW	PARK	
		Calculated Area	12.1 A(c)			Sewer District Line	S			AMBULANCE	

Introductory Resolution No. 1341-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JUAN CARLOS DONIS
0500-079.00-02.00-082.000

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 Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 079.00, Block 02.00, Lot 082.000, and acquired by tax deed on July 18, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 22, 2008, in Liber 12558, at Page 867, and otherwise known as and by Town of Islip, known and designated as Suffolk County Tax Map Number: District 0500, Section 079.00, Block 02.00, Lot 082.000; 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 July 18, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 22, 2008 in Liber 12558 at Page 867.

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, JUAN CARLOS DONIS has made application of said above described parcel and JUAN CARLOS DONIS has paid the application fee and $1,597.00, 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, 2008; and

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

2nd - RESOLVED, that the Assistant Director of the Division of Real Property Acquisition and Management, and/or her designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to JUAN CARLOS DONIS, 6 Francisco Avenue, Central Islip, New York 11722, 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: _____

50.I

1341

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

April 20, 2009

Tax Map No.: 0500-079.00-02.00-082.000
Name of Last Legal Fee Owner: JUAN CARLOS DONIS

TREASURER'S COMPUTATION..... $1,497.67

Taxes.....2008/2009..... OPEN

Recording Fees collected for County Clerk. . N/A

License Fee..... $ 12.50

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $1,510.17

Monies Received..... $1,597.00 – overpayment of $86.83

RESOLUTION AMOUNT..... $1,597.00

PREPARED BY:

Lori Bertone
Redemption Unit
(631) 853-5938

APPROVED:

Karen Ablatu 4/20/09
Accounting

LB:sc

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1341

1. Type of Legislation

Resolution X
Tax Map Number 0500-079.00-02.00-082.000

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

2009

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

Lori Bertone L Bertone 4/2/09

COMPUTATIO[redacted] SUFFOLK COUNTY TRE[redacted]RER

1341

DISTRICT	SECTION	BLOCK	LOT
0500	079.00	02.00	082.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	$47.84
2006/07	$735.78
2007/08	$559.85

2008/09 TAXES IN THE AMOUNT OF $580.08 NOT INCLUDED IN COMPUTATION

TOTAL: $1,343.47

B. INTEREST DUE	$82.88
C. TOTAL	$1,426.35
D. 5% LINE C	$71.32
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$1,497.67

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. 02-Feb-09

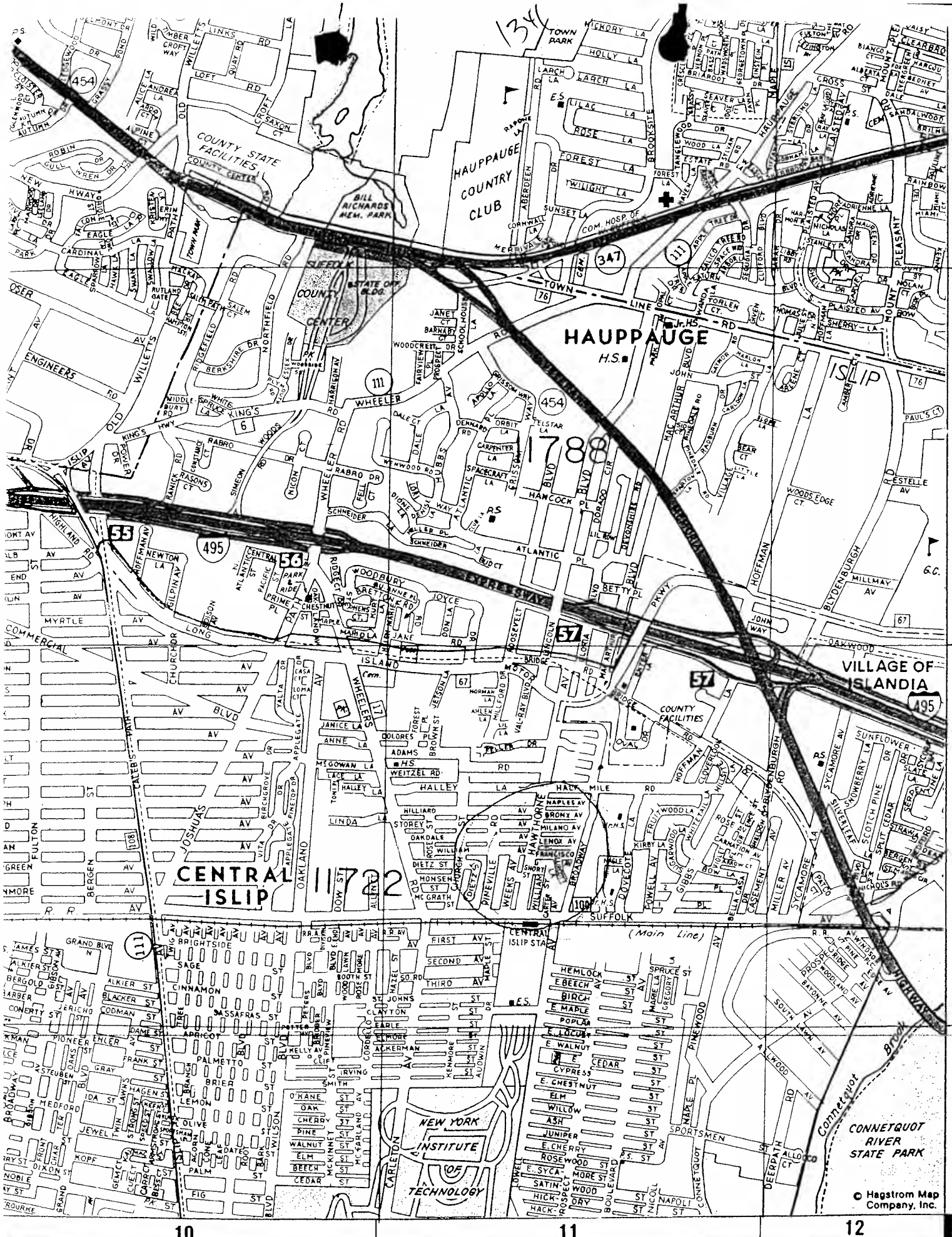
Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 08/01/09

TS

Subdivision Lot No. (12)	Block Limit	School District Line — SCH	Hydrant District Line — H	UNLESS DRAWN OTHERW ARE WITHIN THE F	
Subdivision Block/Bldg. No. (21)	Block No. (2)	Fire District Line — F	Refuse District Line — R	SCHOOL 13	
Deed Dimension 62	County Line	Water District Line — W	Historical District Line — HST	FIRE 5	
Scaled Dimension 62a	Town Line	Light District Line — L	Ambulance District Line — A	LIGHT	
Deed Area 12.1 A(d) or 12.1A	Village Line	Park District Line — P	Wastewater District Line — WW	PARK 5	
Calculated Area 12.1 A(c)		Sewer District Line — S		AMBULANCE	

23



FOR ADJOINING AREA SEE MAP NO. 12 | SEE MAP NO. 13

FOR ADJOINING AREA SEE MAP NO. 9

500 - 079 - 02 - 082 000

Introductory Resolution No. 1342-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
THEODOR F. ZIEGLER, as Surviving Tenant by the Entirety
0300-103.00-11.00-001.000

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 East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0300, Section 103.00, Block 11.00, Lot 001.000, and acquired by tax deed on July 3, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 9, 2008, in Liber 12557, at Page 356, and otherwise known as and by Town of East Hampton, known and designated as Lot 29 on a certain map entitled "Map of Bell Estates, Section 3" and filed in the Office of the Clerk of the County of Suffolk on July 17, 1986 as Map No. 8151; 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 July 3, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 9, 2008 in Liber 12557 at Page 356.

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, THEODOR F. ZIEGLER, as Surviving Tenant by the Entirety, has made application of said above described parcel and THEODOR F. ZIEGLER, as Surviving Tenant by the Entirety, has paid the application fee and $2,248.59, 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, 2009; and

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

2nd - RESOLVED, that the Assistant Director of the Division of Real Property Acquisition and Management, and/or her designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to THEODOR F. ZIEGLER, as Surviving Tenant by the Entirety, 74 Leather Stocking Path, Lincoln Park, New York 07035, 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: _____

50.I

1342

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

April 14, 2009

Tax Map No.: 0300-103.00-11.00-001.000
Name of Last Legal Fee Owner: THEODOR F. ZIEGLER, as Surviving Tenant by the Entirety

TREASURER'S COMPUTATION..... $1,429.01

Taxes.....2008/2009..... $ 819.58

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $2,248.59

Monies Received..... $2,248.59

RESOLUTION AMOUNT..... $2,248.59

PREPARED BY:

Diane Bishop
Redemption Unit
(631) 853-5932

APPROVED:

Karen A Slater 4/20/09
Accounting
DB:sc

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0300	103.00	11.00	1342	001.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	$458.02
2007/08	$819.58

2008/09 TAXES IN THE AMOUNT OF $819.58 NOT INCLUDED IN COMPUTATION

TOTAL:	$1,277.60
B. INTEREST DUE	$83.36
C. TOTAL	$1,360.96
D. 5% LINE C	$68.05
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$1,429.01

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. 10-Feb-09

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 08/09/09

TS

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1342

1. Type of Legislation

Resolution X
Tax Map Number 0300-103.00-11.00-001.000

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

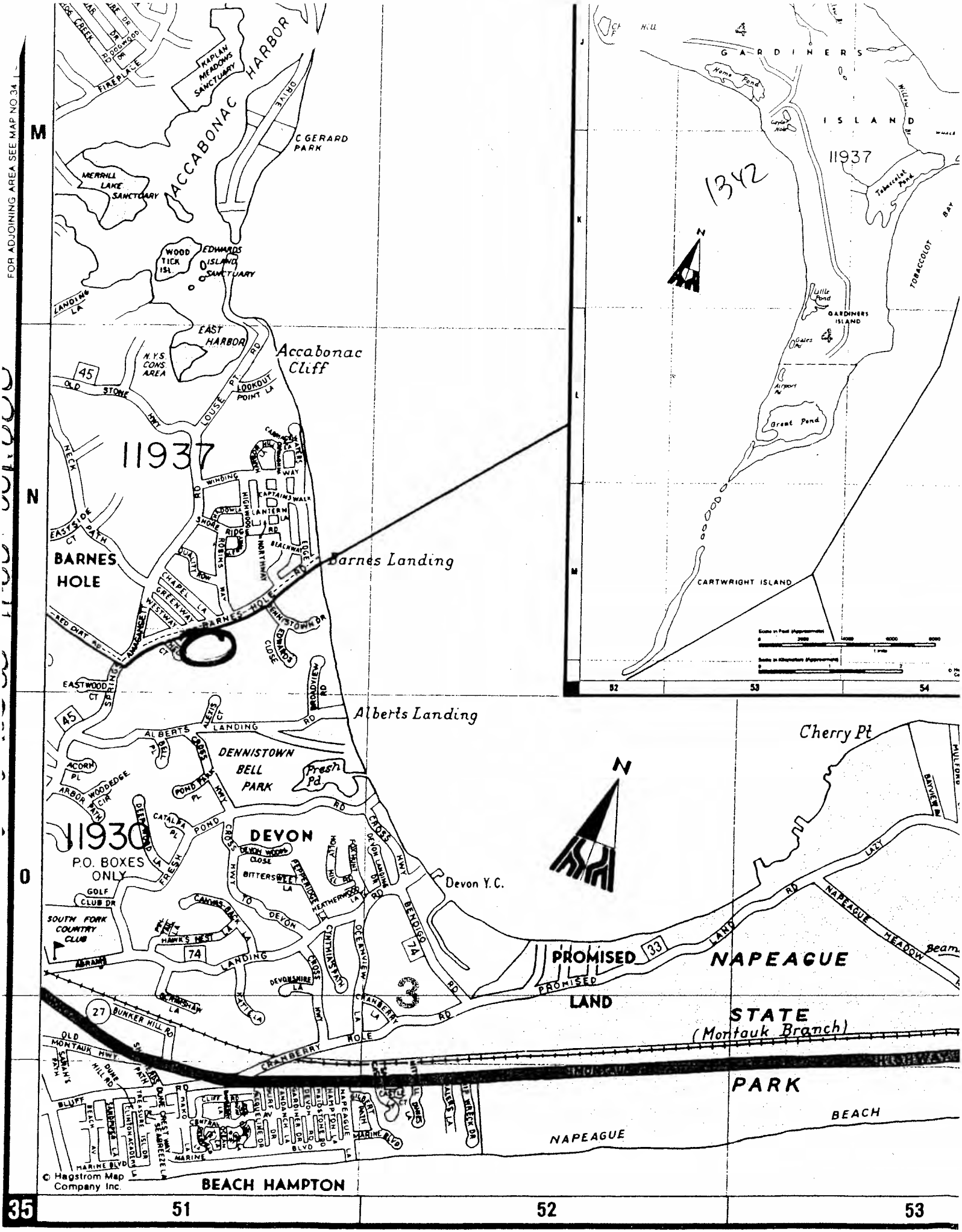
N/A

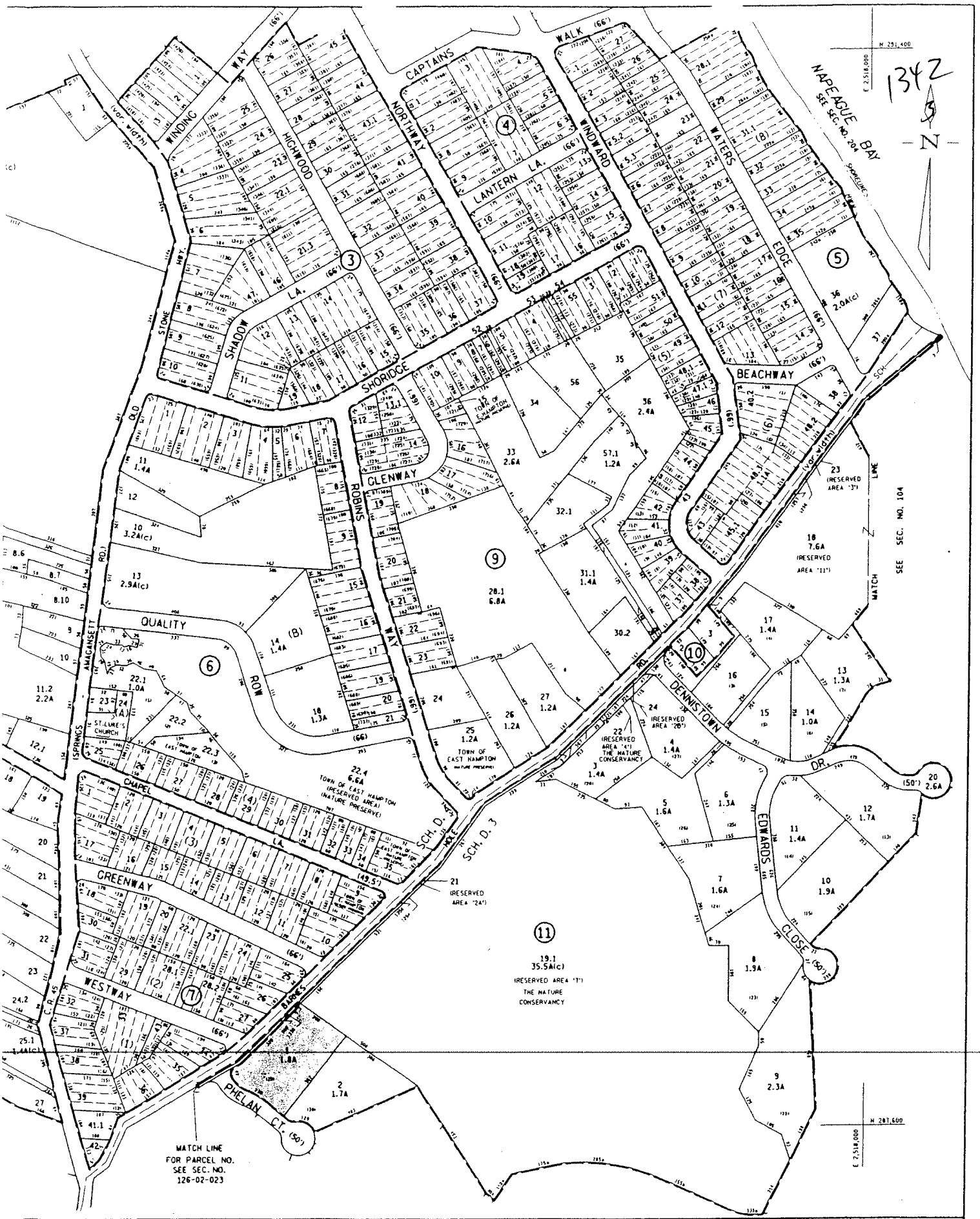
9. Timing of Impact

2009

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

Diane Bishop | Diane Bishop | 4-15-09


FOR ADJOINING AREA SEE MAP NO.34
M
N
O
35
51
52
53
ACCABONAC HARBOR
KAPLAN MEADOWS SANCTUARY
C GERARD PARK
MERRILL LAKE SANCTUARY
WOOD TICK ISL.
EDWARDS ISLAND SANCTUARY
EAST HARBOR
N.Y.S. CONS. AREA
Accabonac Cliff
11937
BARNES HOLE
Barnes Landing
Alberts Landing
DENNISTOWN BELL PARK
Fresh Pd.
11930
P.O. BOXES ONLY
DEVON
Devon Y.C.
SOUTH FORK COUNTRY CLUB
PROMISED LAND
NAPEAGUE STATE PARK
(Montauk Branch)
NAPEAGUE BEACH
BEACH HAMPTON
Cherry Pt
GARDINERS ISLAND
1342
11937
Tobaccolot Pond
TOBACCOLOT BAY
Little Pond
GARDINERS ISLAND
Great Pond
CARTWRIGHT ISLAND
© Hagstrom Map Company Inc.



1342

0300 - 103.00 - 00 1.000

PROPERTIES DISTRICTS:	NOTICE	COUNTY OF SUFFOLK © Real Property Tax Service Agency	KEY MAP	TOWN OF EAST HAMPTON	SECTION NO
	MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.	County Center Riverhead, N Y 11901 SCALE IN FEET: 200 0 200 400		VILLAGE OF	103
				DISTRICT NO 0300	PROPERTY MAP

CONVERSION DATE: Feb. 07, 1997

Introductory Resolution No. 1343-09 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
CLIFFORD SERAFINE
0200-033.00-02.00-016.000

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 033.00, Block 02.00, Lot 016.000, and acquired by tax deed on August 15, 2007, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 4, 2007, in Liber 12520, at Page 725, and otherwise known as and by Town of Brookhaven, known and designated as Lots 3729 and 3730 on a certain map entitled "Second of North Shore Beach, Section A" and filed in the Office of the Clerk of the County of Suffolk on June 11, 1928 as Map No. 1015; 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 August 15, 2007, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 4, 2007 in Liber 12520 at Page 725.

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, U.S. BANK NATIONAL ASSOCIATION, as Trustee for the Structured Asset Investment Loan Trust, c/o Shapiro & DiCaro, LLP, as Mortgagee, has made application of said above described parcel and U.S. BANK NATIONAL ASSOCIATION, as Trustee for the Structured Asset Investment Loan Trust, c/o Shapiro & DiCaro, LLP, as Mortgagee, has paid the application fee and $1,103.29, 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, 2009; and

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

2nd - RESOLVED, that the Assistant Director of the Division of Real Property Acquisition and Management, and/or her designee, be and he hereby is authorized to execute and acknowledge a Quitclaim Deed to CLIFFORD SERAFINE, 9 Cherry Road, Rocky Point, New York 11778, 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: _____

50.I

1343

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

April 20, 2009

Tax Map No.: 0200-033.00-02.00-016.000
Name of Last Legal Fee Owner: CLIFFORD SERAFINE

TREASURER'S COMPUTATION..... $928.03

Taxes.....2008/2009..... $175.26

Recording Fees collected for County Clerk. . N/A

License Fee..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $1,103.29

Monies Received..... $1,103.29

RESOLUTION AMOUNT..... $1,103.29

APPROVED:

Karen A Slater 4/20/09
Accounting
DB:sc

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

1343

DISTRICT	SECTION	BLOCK	LOT
0200	033.00	02.00	016.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2004/05	162.16
2005/06	301.53
2006/07	109.19
2007/08	231.97

2008/09 PROPERTY TAXES $175.26 NOT INCLUDED IN COMPUTATION

TOTAL:	804.85
B. INTEREST DUE	78.99
C. TOTAL	883.84
D. 5% LINE C	44.19
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$928.03

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. 23-Jan-09

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 07/22/09

dz

1343

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0200-033.00-02.00-016.000

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

2009

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

Diane Bishop | Diane Bishop | 4/2009

1343

Revisions
06-19-96
09-16-96
02-20-97
03-03-99
04-23-99
05-20-99
10-21-99
11-04-99
11-24-99
01-14-00
05-03-00
03-30-01
08-23-01
09-12-01
09-21-01
11-19-01
05-20-02
02-27-03
03-03-03
04-10-03
06-23-03
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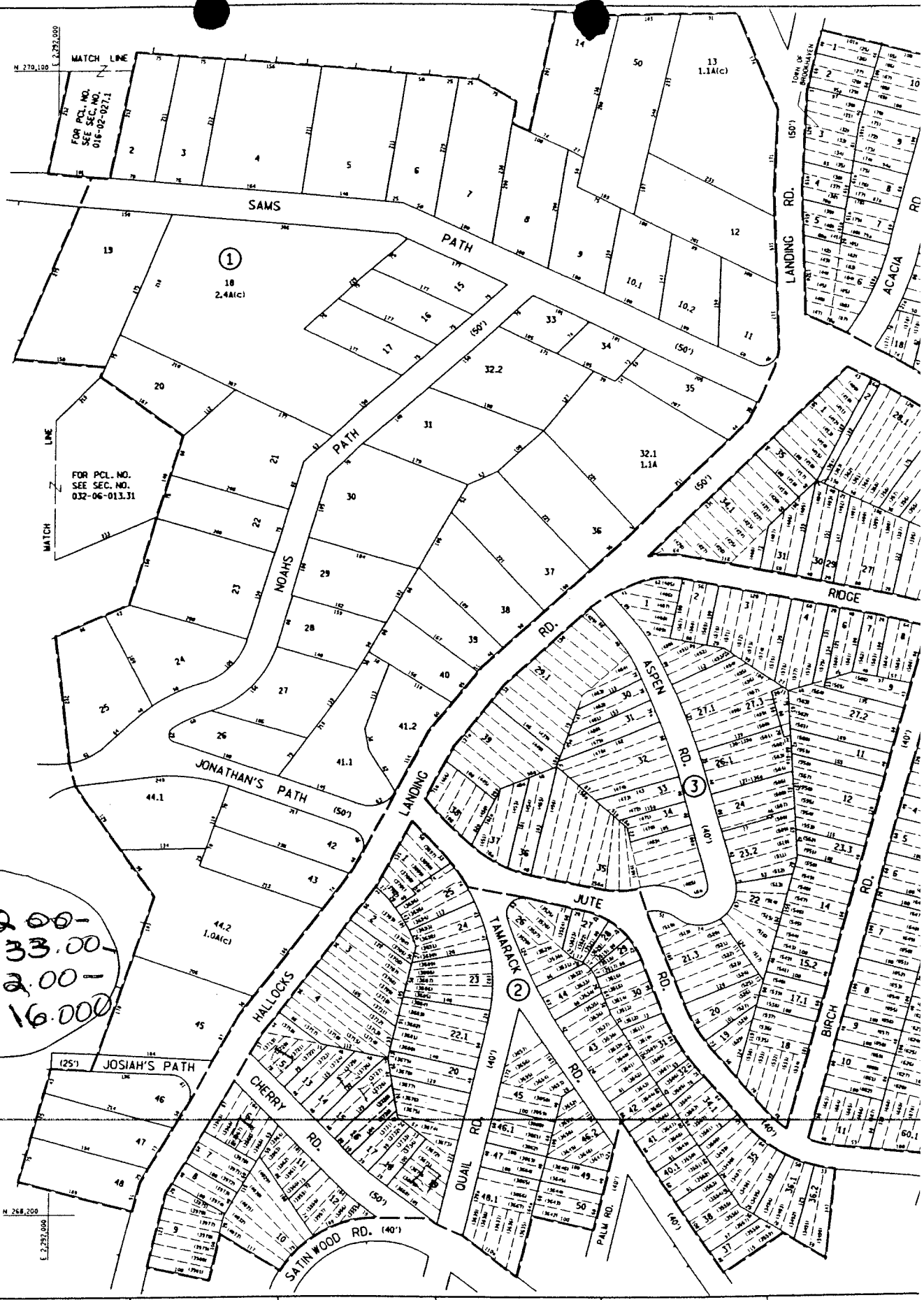
03-22-05
06-21-06
01-09-07



0200-
033.00-
02.00-
016.000

LEGEND							
Property or RW Line		Subdivision Lot No.	(12)	Block Limit		School District Line	SCH
Denotes Common Owner		Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line	F
Subdivision Lot Line		Deed Dimension	62	County Line		Water District Line	W
Stream / Shore		Scaled Dimension	62a	Town Line		Light District Line	L
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line	P
		Calculated Area	12.1 A(c)			Sewer District Line	S

Hydrant District Line	H
Refuse District Line	R
Historical District Line	HST
Ambulance District Line	A
Wastewater District Line	WW

UNLESS DRAWN OTHERWISE, ARE WITHIN THE FOLL

SCHOOL 9 SEW
FIRE FJ1 HYD
LIGHT LX1 WAT
PARK REF
AMBULANCE WAS

distance:
approximately
16 mi, vertically.
Scale 1:24,000
0 1,000 2,000 3,000 4,000 5,000 Feet
0 200 400 600 800 1,000 1,200 1,400 Meters
S1
T1
U1
V1
W1
72°57'45"
72°57'00"
72°56'15"
72°56'30"
1343
ISLAND
SOUND
SOUND BEACH
Rocky Point Landing
Hallock Landing
SEE GRID S1 29
1 SOUTHOLD RD
2 SEASIDE DR
3 ORIENT RD
Tall Tree GC
ROCKY POINT
Rocky Point HS
25A
21
9
11778
0200-033-02-016
Joins Map 31
31
30
29
28
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1344

Intro. Res. No. - 2009 Laid on Table 4/28/09

Introduced by Legislator Horsley

RESOLUTION NO. - 2009, TO AMEND RESOLUTION NO. 905-2008 "TO ENHANCE CONSUMER RESPONSIBILITY AND ENSURE DEPOSITORIES INFORMED TRANSACTIONS (CREDIT) IN SUFFOLK COUNTY"

WHEREAS, Resolution No. 905-2008, required lending institutions seeking to be named as County depositories to certify that they provide credit counseling services to their customers or, in the alternative, contact information for credit counseling agencies approved by the United States Department of Justice; and

WHEREAS, subsequent discussions with the Suffolk County Treasurer and representatives of lending institutions led to an agreement on necessary changes to Resolution No. 905-2008; now therefore be it

1st **RESOLVED**, that the 7th WHEREAS clause of Resolution No. 905-2008 is hereby amended to read as follows:

> **WHEREAS**, conversely, the New York State Banking Department and the National Foundation for Credit Counseling currently maintain on their websites detailed credit counselor lists as well as other financial education resources; and

and be it further

2nd **RESOLVED**, that the 10th WHEREAS clause of Resolution No. 905-2008 is hereby amended to read as follows:

> **WHEREAS**, the County of Suffolk wishes to ensure that its residents who are customers of County depository lending institutions are provided with referral information to credit counseling and other financial education resources so they can responsibly seek credit; now, therefore, be it

and be it further

3rd **RESOLVED**, that the 1st RESOLVED clause of Resolution No. 905-2008 is hereby amended to read as follows:

> **1st RESOLVED,** that commencing in 2009 and continuing every year thereafter, in addition to the requirements set forth in Section 212 of NEW YORK COUNTY LAW and other applicable provisions of state law, any lending institution seeking to be named as a County depository must furnish to the County Treasurer a letter attesting or certifying that the lending institution makes available to its Suffolk County branch account holders, who apply for consumer credit at such branches, contact information for the New York State Banking Department and/or the National Foundation for Credit Counseling websites, where referral information to credit

counseling and other financial education resources can be found; and be it further

and be it further

4th **RESOLVED**, that the 2nd RESOLVED clause of Resolution No. 905-2008 is hereby amended to read as follows:

> **2nd RESOLVED**, that the Suffolk County Treasurer should provide copies of all such letters available to the Clerk of the Suffolk County Legislature prior to each organizational meeting of the Legislature commencing in 2010 and continuing every year thereafter so that those lending institutions in compliance with the requirements of this resolution may be considered for eligibility as authorized depositories; and be it further

and be it further

5th **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-amend 905-2008

1345

Intro. Res. No. -2009 Laid on Table 4/28/2009

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 485-2008

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 485-2008; and

WHEREAS, this resolution when adopted contained a technical error; and

WHEREAS, the County Executive desires technical correction to this resolution; now, therefore be it

1st **RESOLVED**, that the Clerk of the Legislature shall make the following technical correction:

Resolution No. 485-2008

In the 1st RESOLVED paragraph change the Revenue Code:

FROM:

001-3597

TO:

632-3597

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1346

Intro. Res. No. -2009 Laid on the Table 4/28/09

Introduced by Presiding Officer Lindsay

RESOLUTION NO. - 2009, APPOINTING THOMAS J. GERMANO TO THE SUFFOLK COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

WHEREAS, the term of office of **William D. Moore** as a member of the Board of Trustees of the Suffolk County Community College expires on June 30, 2009; now, therefore, be it

RESOLVED, that **Thomas J. Germano**, is hereby appointed as a member of the Board of Trustees of the Suffolk County Community College, pursuant to Section 6306(1) of the NEW YORK EDUCATION LAW, to fill said vacancy, said term to expire on June 30, 2016.

DATED:

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

S:\res\r-appt-sccc-germano

1346

Thomas J. Germano, Ph.D.

RESUME

EMPLOYMENT

Executive Director, The Labor-Management Center, Bohemia, NY 2005-Present

Director, Center for Labor/Management Relations and Dispute Resolution Dowling College, Oakdale, NY, 2003-2004

Director, Long Island District, Cornell University, New York State School of Industrial and Labor Relations, 1976-2003.

ADMINISTRATION, TEACHING AND PROGRAM DEVELOPMENT

Develop, coordinate and conduct credit and non-credit programs in industrial and labor relations for labor and management groups in the public and private sectors. Have managed a staff of full and part-time professionals, full-time and adjunct faculty. Create training materials for and teach the following subjects: Arbitration, Collective Bargaining, Communication Skills, Conflict Resolution, Contract Administration, Interpersonal Relations, Leadership Skills, Management and Supervisory Skills, Organizational Behavior, Preventing Workplace Violence, Strategic Planning, Stress and Time Management, Teambuilding,

SPECALIZED TRAINING PROGRAMS

Developed Employee Complaint Procedure and National Training Program that addresses issues of harassment and violence in the workplace for International Brotherhood of Teamsters and Airborne Freight, Co.

Organizer and Instructor, Mediation Skills Training, United States postal Service: Memphis, New York, Philadelphia, San Francisco, Chicago

Organizer and Presenter, Bioterrorism in the Workplace, International Conference, Washington, D.C., January 2002

EDUCATION

Ph.D. Graduate Center, City University of New York, 1983. Doctoral Dissertation: "Labor Relations in the United States Postal Service"

M.A. Philosophy, Graduate Center, City University of New York, 1980

B.A., Sociology, Queens College, New York, 1971

ARBITRATION AND DISPUTE RESOLUTION EXPERIENCE (Partial Listing)

Member, Labor Panel, American Arbitration Association

Member, Roster of Arbitrators, Federal Mediation and Conciliation Service

Member, Roster of Arbitrators, National Mediation Board

Permanent Arbitrator, Contract Grievance and Disciplinary Panels for the County of Nassau and CSEA Local 830

Member, Arbitration Panel, United States Postal Service and American Postal Workers Union

ARBITRATION AND DISPUTE RESOLUTION Cont.

Member, National Tripartite Panel, Harassment Issues, Airborne Express and International Brotherhood of Teamsters

Chairman, Electrical Industry Board, Local 25 IBEW and Long Island Chapter of National Electrical Contractors Association, 1987 – 2002

Member, Panel of Arbitrators, NYS Public Employment Relations Board

Neutral Member, Special Boards of Adjustment, Long Island Railroad and United Transportation Union; Brotherhood of Locomotive Engineers; International Brotherhood of Electrical Workers; and Transportation Communications Union

Hearing Officer, NYS Department of Education Section 3020-a Education Law Proceedings

Hearing Officer, State of New York Department of Civil Service, Section 72 Panel

Member, Panel of Mediators, Fact-Finders, Arbitrators, Town of Hempstead Public Employment Relations Board

Member, Arbitration Panel, Long Island University and New York State United Teachers, Long Island University Faculty Federation

Member, Panel of Arbitrators, Town of Hempstead and Civil Service Employees Association, Local 880

Member, Disciplinary Arbitration Panel, State of New York Security Services Unit and Security Supervisors Unit and Council 82, American Federation of State, County and Municipal Employees

Member, Panel of Arbitrators, Mediators and Fact-Finders, Suffolk County Public Employment Relations Board

Member, Disciplinary Arbitration Panel, New York State and Civil Service Employees Association

PROFESSIONAL AND VOLUNTARY ASSOCIATIONS

Past President, Long Island Chapter, Industrial Relations Research Association

Member, New York State Labor History Association

Member, Advisory Board, Long Island Occupational and Environmental Health Center

Member, Charter Revision Commission, Suffolk County, NY

1346

NAME: Thomas J. Germano, Ph.D.
ADDRESS: The Labor-Management Center
30 Orville Drive, Bohemia, NY 11716

PHONE:

PRESENT POSITION: Executive Director
EDUCATION: B.A. Degree from Queens College and Masters of Philosophy and Ph.D. from the City University of New York's Graduate Center
EXPERIENCE: Dr. Germano is a nationally recognized arbitrator, mediator and educator in the field of labor relations and dispute resolution. He has created and conducted educational programs for corporations, unions, municipalities and government agencies throughout the United States and in various locations abroad. Dr. Germano previously served as the Director of the Long Island Extension of Cornell University's School of Industrial and Labor Relations for almost 30 years.

Dr. Germano's areas of expertise include: arbitration, mediation, collective bargaining, leadership skills, contract administration, conflict resolution, organizing and managing high performance teams. He has spoken extensively on the subject of violence in the workplace at national symposiums, regional conferences and numerous industry conventions. He is often interviewed and quoted in newspapers and on radio and television regarding labor relations issues and has been featured on C-span and British Broadcasting Company (BBC) programs that focused on workplace violence and bioterrorism in the workplace.

Dr. Germano is the former President of the Long Island Chapter of the Industrial Relations Research Association and co-host of the weekly radio program "Labor Lines." He also serves on a variety of mediation and arbitration panels in the public and private sectors where, to date, he has heard and determined more than 2,000 cases in industries involving: health care, trucking, transportation, law enforcement, education, food services, government, entertainment, construction, utilities, manufacturing, media and the postal service.

Dr. Germano received his B.A. Degree from Queens College and his Masters of Philosophy and Ph.D. from the City University of New York's Graduate Center. His doctoral dissertation: "Labor Relations in the United States Postal Service: A Sociological Perspective" is recognized as the seminal work on the subject.

1347

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Cooper

RESOLUTION NO. -2009, ADOPTING LOCAL LAW NO. -2009, A LOCAL LAW BANNING E-CIGARETTES IN SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2009, a proposed local law entitled, "**A LOCAL LAW BANNING E-CIGARETTES IN SUFFOLK COUNTY**" now, therefore, be it

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

LOCAL LAW NO. -2009, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW BANNING E-CIGARETTES 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 that while state and federal government have been slow to respond meaningfully to the public health crisis caused by smoking, the Suffolk County Legislature has a long and proud history of being at the forefront of the efforts to curb smoking and its inherent dangerous effects on the general public's health.

This Legislature finds that Suffolk County was one of the first municipalities in the nation to ban smoking in restaurants and other public places and one of the first municipalities to limit the access school age children have to tobacco products by passing "Tobacco 19", which raised to 19 the legal age for the purchase of tobacco products.

This Legislature recognizes that dangers posed by tobacco are not limited to cigarettes, pipes or other traditional forms of smoking.

This Legislature also finds and determines that a new, untested and unregulated high-tech smoking device, commonly referred to as e-cigarettes, have recently been made available to consumers. These devices closely resemble and purposefully mimic the art of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system. The vapors are expelled via a cartridge that usually contains a concentration of pure nicotine. The cartridge and ignition system are housed in a device created to look exactly like a traditional cigarette, cigar or pipe. After inhaling, the user then blows out the heated vapors producing a "cloud" of undetermined substances that is virtually indistinguishable from traditional cigarettes, cigars and pipes.

This Legislature also finds and determines that nicotine is a known neurotoxin that is also one of the most highly addictive substances available for public consumption.

This Legislature finds that the manufacturers and marketers of e-cigarettes purposefully and intently advertise their produces as safe, nicotine delivery devices and smoking cessation modalities.

This Legislature also finds that the safety and smoking cessation assertions made by e-cigarettes companies have no reliable basis in fact because their products have not undergone testing by the United States Food and Drug Administration ("FDA") as drug delivery devices, nor have e-cigarette manufacturers submitted for independent peer review any findings on the safety and smoking cessation claims of their products.

This Legislature also finds that the FDA has publicly expressed concerns over the safety of these devices. The FDA has launched an official investigation into the e-smoking devices and has refused to allow e-cigarettes, e-cigars and e-pipes to cross the border because they're considered new drugs and drug delivery devices that require FDA approval.

This Legislature further finds that concurrent with this lack of suitable information, e-cigarette manufacturers offer their nicotine cartridges in a variety of flavors, including cherry, chocolate, and vanilla. Public health advocates warn these flavorings are purposefully meant to appeal to and attract young people and are commonly referred to as "training wheels" for traditional cigarettes.

This Legislature also finds that studies show that adolescents can become addicted to nicotine after ingesting the equivalent of 20 traditional cigarettes (the amount traditionally available in a single pack). The appeal created by the flavorings discussed can lead young people into a lifetime of nicotine addiction.

This Legislature also finds that the nicotine content in e-cigarettes is unknown and unspecified and presents a significant risk of rapid addiction or overdose.

This Legislature also finds that when consumed in public places where traditional tobacco products are banned, the use of e-cigarettes causes fear, stress and confusion among patrons and workers alike. This in turn seriously compromises the County's current public health laws governing indoor smoking bans by creating an enforcement nightmare for the Department of Health Services' Tobacco Enforcement Unit.

This Legislature is encouraged that other governments and public health organizations have joined the FDA and are speaking out about the potential dangers posed by e-cigarettes. These entities are also calling on e-cigarette manufacturers to cease and desist their safety claims until these products have been independently tested. These groups include the World Health Organization and the Canadian's government's FDA equivalent, the Health Products and Food Branch Inspectorate.

This Legislature further finds that every year tobacco products siphon off more than $268 billion in directly related healthcare and lost worker productivity costs and lead to the deaths of almost one-half million Americans. This Legislature is supportive of tobacco cessation programs and modalities that have proven efficacy and utilize safe FDA-approved products.

This Legislature also determines that protecting Suffolk County residents against an untested nicotine product like e-cigarettes represents sound public health and fiscal policy.

Therefore, the purpose of this law is to ban the sale of e-cigarettes and like products in Suffolk County until the United States Food and Drug Administration determines that e-cigarettes are safe and/or effective smoking cessation devices and to prohibit "smoking" or

otherwise using e-cigarettes and like products in public places where traditional forms of smoking are already disallowed.

Section 2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "E-CIGARETTE" shall mean any electronic smoking device composed of a mouthpiece, heating element, battery and electronic circuits that provide a vapor of pure nicotine mixed with propylene glycol to the user as they simulate smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

B) "LIQUID NICOTINE" shall mean any liquid product composed either in whole or part of pure nicotine and proprylene glycol and manufactured for use with e-cigarettes.

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

Section 3. Prohibition.

No person shall sell or offer for sale e-cigarettes or liquid nicotine within the County of Suffolk.

Section 4. Amendment.

Chapter 437 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 437, SMOKING

* * * *

§ 437-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BAR or TAVERN -- Any indoor area open to the public devoted to the sale and service of alcoholic beverages for on-premises consumption regardless of the quantity of food served to patrons for on-premises consumption.

E-CIGARETTE – Shall mean any electronic smoking device composed of a mouthpiece, heating element, battery and electronic circuits that provide a vapor or pure nicotine mixed with propylene glycol to the user as they simulate smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

* * * *

SMOKING -- The combustion of any cigar, cigarette, tobacco, e-cigarette or any similar article or any other combustible substance in any manner or in any form.

* * * *

Section 5. Penalties.

Any person who intentionally violates the provisions of Section 3 of this law shall be guilty of an unclassified misdemeanor, punishable by a fine of up to one thousand dollars ($1,000.00). Each violation shall constitute a separate and distinct offense.

Section 6. Reverse Preemption.

This law, with the exception of Section 4, shall be null and void on the day that Statewide or federal 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 mere resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions in this section.

Section 7. Applicability.

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

Section 8. 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 9. 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 10. Effective Date.

This law shall take effect sixty (60) days after its filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-ban ecigarettes

1348

Intro. Res. No. -2009 Laid on the Table 4/28/09

Introduced by Legislator Romaine

RESOLUTION NO. - 2009, REAPPOINTING WILLIAM D. MOORE TO THE SUFFOLK COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

WHEREAS, the term of office of **William D. Moore** as a member of the Board of Trustees of the Suffolk County Community College expires on June 30, 2009; now, therefore, be it

RESOLVED, that **William D. Moore**, is hereby reappointed as a member of the Board of Trustees of the Suffolk County Community College, pursuant to Section 6306(1) of the NEW YORK EDUCATION LAW, to fill said vacancy, said term to expire on June 30, 2016.

DATED:

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

S:\res\r-reappt-sccc-moore

1349

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Eddington

RESOLUTION NO. –2009, DECLARING MAY "MOTORCYCLE SAFETY AWARENESS MONTH" IN SUFFOLK COUNTY

WHEREAS, motorcycle crash-related fatalities have been increasing since 1997, while injuries have been increasing since 1999; and

WHEREAS, in 2007, motorcycle rider fatalities increased for the tenth straight year, with 5,154 motorcyclists losing their lives in fatal highway crashes; and

WHEREAS, fifty percent of all motorcycles involved in fatal crashes collided with another type of motor vehicle in transport; in two-vehicle crashes, 78 percent of the motorcycles involved were struck in the front, only 5 percent were struck in the rear; and

WHEREAS, many motorcycle deaths could be prevented by riders wearing helmets and other protective gear that increase their visibility to other motorists, riding sober, and taking rider training classes; and

WHEREAS, the awareness of motorcycle safety has increased through operator licensing manuals, public service announcements, brochures, pamphlets, posters and Internet Web sites, all which encourage sharing the road safely with motorcycle riders; and

WHEREAS, to raise public awareness of this issue, the National Highway Traffic Safety Administration has declared the month of May as "Motorcycle Safety Awareness Month"; and

WHEREAS, to further encourage the safety of motorcycle use, this Legislature wishes to designate the month of May as "Motorcycle Safety Awareness Month" in Suffolk County; now, therefore be it

1st **RESOLVED**, that beginning in 2009, and continuing every year thereafter, May shall be designated as "Motorcycle Safety Awareness Month" in Suffolk County to raise public awareness and encourage greater motorcycle safety; and be it further

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

DATED:

APPROVED BY:

1350

Intro. Res. No. - 2009 Laid on Table 4/28/09

Introduced by Legislator Beedenbender

RESOLUTION NO. -2009, AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED SURPLUS UNUSED RIGHT-OF-WAY FRONTING A PARCEL OF LAND TO MICHAEL AND JEAN CARR (S.C.T.M. NO. 0200-726.00-07.00-006.000) PURSUANT TO SECTION 125 OF THE NEW YORK STATE HIGHWAY LAW

WHEREAS, the County of Suffolk is the fee owner of a certain portion of unused right-of-way situated in the Town of Brookhaven, Suffolk County, New York as more fully described in the map and description attached as Exhibit "1" ; and

WHEREAS, said unused portion of right-of-way is surplus to the needs of the County of Suffolk; and

WHEREAS, Section 125 of the New York State Highway Law strictly limits the sale of surplus unused right-of- way to the property owner fronting said unused right of way at fair market value; and

WHEREAS, Michael Carr and Jean Carr, the present owners of the parcel having a Suffolk County Tax Map Identification Number of District 0200 Section 726.00 Block 07.00 Lot 006.000 have requested to purchase from the County of Suffolk, at fair market value, the surplus and unused right of way fronting said tax map parcel; and

WHEREAS, the County of Suffolk commissioned appraisals for the requested conveyance that were performed by an independent, outside appraiser selected in accordance with established Suffolk County procedures; and

WHEREAS, Michael Carr and Jean Carr, the present owners of the parcel having a Suffolk County Tax Map Identification Number of District 0200 Section 726.00 Block 07.00 Lot 006.000 have agreed to pay to the County of Suffolk the sum of Eighteen Thousand & 00/100 Dollars ($18,000.00), said sum representing the fair market value of the surplus and unused right of way fronting said tax map parcel; and

WHEREAS, that this conveyance is authorized pursuant to Section 125 of the New York State Highway Law; now, therefore be it

1st **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto (NYCRR Section 617.2(b)(2)). The Legislature 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 a major re-ordering of priorities (NYCRR Section 617.13(d)(15),(21)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a)(1)); and be it further

2nd **RESOLVED**, said parcel is surplus to the needs of the County of Suffolk; and be it further

3rd **RESOLVED**, the Suffolk County Department of Public Works is authorized and directed to convey the surplus and unused right of way described herein to Michael and Jean Carr, for the total sum of Eighteen Thousand & 00/100 Dollars ($18,000.00) plus the pro-rata share of the current tax adjustments due at closing; and be it further

4th **RESOLVED**, that the Suffolk County Department of Public Works, will receive and deposit the sum of Eighteen Thousand & 00/100 Dollars ($18,000.00), plus the pro-rata share of the current tax adjustments pursuant to said purchase offer; and be it further

5th **RESOLVED**, that the deed from the County shall include a restrictive covenant which provides that the conveyed property shall not be independently improved by the erection of any structure but may be merged with the grantee's adjoining parcel so as to form a single lot.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\conveyance of surplus county property

EMPIRE ABSTRACT CORP.

Agent for

First American Title Insurance Company of New York

Title No. 39914-S
File No. 510S 3312

AMENDED
SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Ronkonoma, Town of Brookhaven, County of Suffolk and State of New York, being known and designated as and by Lots 86 through 89, inclusive and part of Lot 85, on a certain Map entitled, "Map of Property of Lillian L. Cruise and Lillian Michel," and filed in the Office of the Clerk of the County of Suffolk on August 26, 1929 as Map No. 878, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of Patchogue-Holbrook Road, distant 13.34 feet, Northwesterly from the corner formed by the intersection of the Southwesterly side of Patchogue -Holbrook Road, with the Westerly side of Pine Street, said point or place of BEGINNING being the dividing line between the Southerly side of premises herein described and the Northerly side of land now or formerly of Long Island Lighting Company;

RUNNING THENCE North 87 degrees 44 minutes 32 seconds West, along the said dividing line, 135.33 feet to the Westerly side of Lot 85, as shown on the above-mentioned filed map;

THENCE North 4 degrees 32 minutes 10 seconds East, along the Westerly side of Lots 85 through 89, inclusive as shown on the above-mentioned map; 133.49 feet to the Southerly side of Patchogue Road;

THENCE South 65 degrees 58 minutes 20 seconds East, 61.74 feet along the Southerly side of Patchogue Road;

THENCE South 31 degrees 04 minutes 20 seconds East, along the southwesterly side of Patchogue-Holbrook Road, 132.33 feet to the point or place of BEGINNING.

SAID PREMISES being known as 2 Watson Lane, Holbrook, NY.

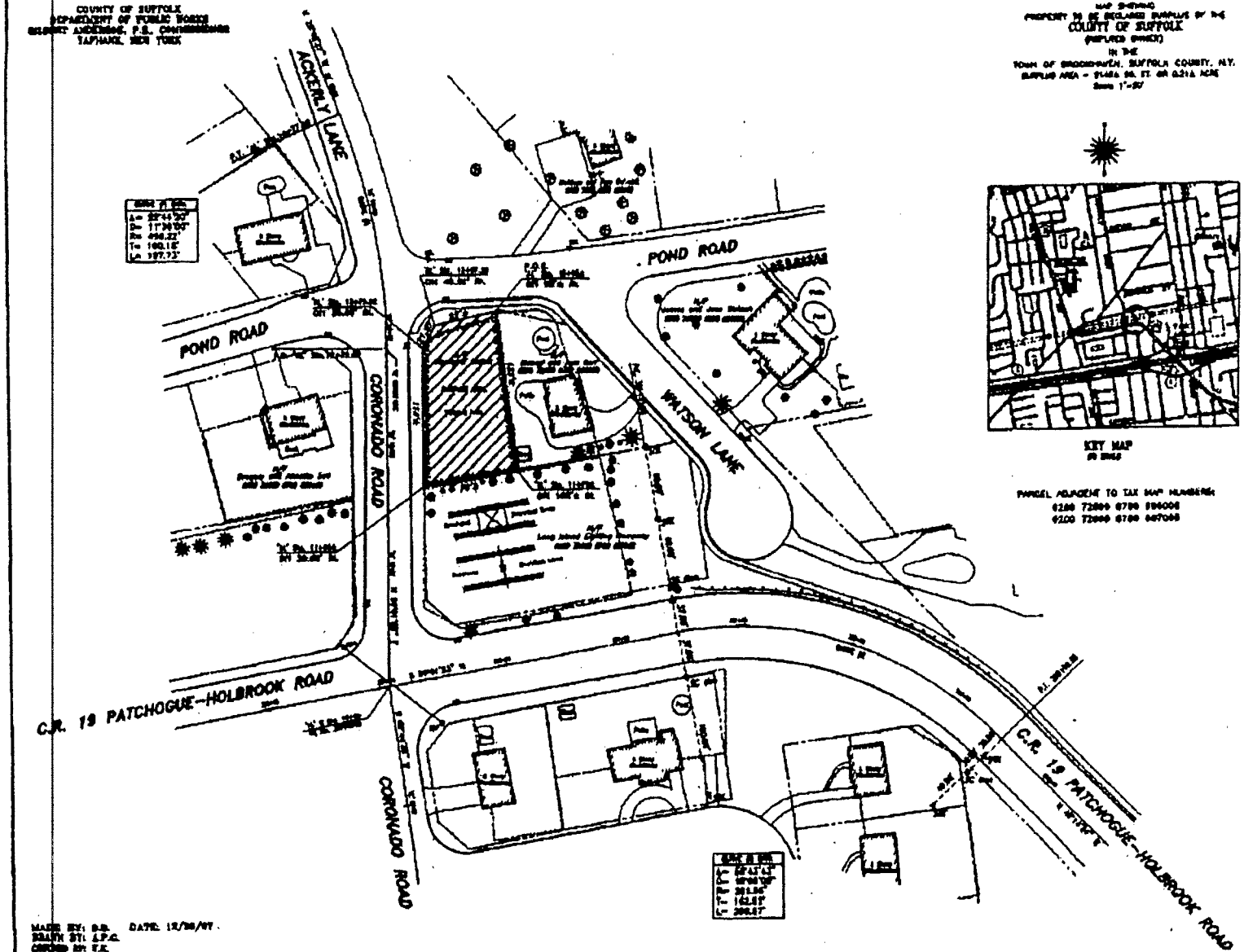
Dist 0200 Section 726.00 Block 07.00 Lot 006.000

The policy to be issued under this report will insure the title to such buildings and buildings and improvements erected on the premises which by law constitute real property.

FOR CONVEYANCING ONLY

TOGETHER with all the right, title and interest of the party of the first party, of, in and to the land lying in the street in front of and adjoining said premises.

EXHIBIT "1"


COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK
COUNTY OF SUFFOLK
IN THE
TOWN OF BROOKHAVEN, SUFFOLK COUNTY, N.Y.
ACKERLY LANE
POND ROAD
POND ROAD
CORONADO ROAD
WATSON LANE
C.R. 19 PATCHOGUE-HOLBROOK ROAD
C.R. 19 PATCHOGUE-HOLBROOK ROAD
CORONADO ROAD
KEY MAP
PARCEL ADJACENT TO TAX MAP NUMBERS:

1351

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Viloria-Fisher

RESOLUTION NO. –2009, UTILIZING COUNTY ASSETS TO ADDRESS BUDGETARY SHORTFALLS

WHEREAS, this nation is trying to recover from the deepest economic recession since the Great Depression; and

WHEREAS, Suffolk County, like other municipalities in the state and nation, has been struggling to balance its budget in the face of declining tax revenues; and

WHEREAS, Suffolk County has seen a significant increase in real property tax delinquencies; and

WHEREAS, the County Executive's Budget Office and the Legislative Office of Budget Review have determined that there will be large budgetary shortfalls in 2009 and 2010 if a comprehensive strategy is not developed to address declining revenues and increased costs; and

WHEREAS, Suffolk County needs to establish a coordinated, comprehensive response to the current budgetary shortfall; and

WHEREAS, the County wishes to avoid disruption of critical County services and functions, stabilize County finances and avoid significant County tax increases; and

WHEREAS, Suffolk County must consider all viable options including the sale or lease of certain County assets; now therefore be it

1st **RESOLVED**, that that the Legislative Office of Budget Review and the County Executive's Budget Office shall jointly issue a request for proposals (RFP) seeking proposals to generate revenues from the sale and/or lease of any County assets, including, but not limited to, the sale of tax liens; and be it further

2nd **RESOLVED**, that the RFP prepared and issued shall provide that all proposals related to the sale of tax liens should allow homeowners who are delinquent in paying their taxes the opportunity to redeem their properties in accordance with existing County laws; and be it further

3rd **RESOLVED**, that the RFP shall be issued and publicized no later than sixty (60) days subsequent to the effective date of this Resolution, including a deadline for the submission of responses to said RFP of no later than one hundred twenty (120) days subsequent to the effective date of this Resolution; and be it further

4th **RESOLVED**, that the following individuals are hereby appointed to serve as the RFP Committee to evaluate any and all proposals submitted in response to the RFP described in the 1st RESOLVED clause of this resolution:

(a) the Presiding Officer of the County Legislature, or his designee;
(b) the County Executive, or his designee;
(c) the County Budget Director, or her designee;

(d) the Minority Leader of the County Legislature, or his designee;
(e) the Director of the Budget Review Office, or her designee; and
(f) the Majority Leader of the County Legislature, or his designee;

and be it further

5th **RESOLVED**, that that the RFP Committee shall issue an evaluation, ranking and advisory recommendation for any and all proposals submitted in response to the RFP herein described to each member of the County Legislature and to the County Executive, no later than thirty (30) days subsequent to the deadline for submission of responses; and be it further

6th **RESOLVED**, that no proposal reviewed, evaluated, ranked and recommended by the RFP Committee may be implemented unless and until such proposal is approved via a duly enacted Resolution of the County of Suffolk; and be it further

7th **RESOLVED**, that the entire RFP process contemplated by this Resolution shall be conducted in accordance with applicable provisions of Section 104-b of the NEW YORK GENERAL MUNICIPAL LAW and Chapter 708 of the SUFFOLK COUNTY CODE to ensure the prudent and economical use of public monies in the best interests of Suffolk County taxpayers and the securing of services and programs of maximum quality at the lowest possible cost while guarding against favoritism, fraud and corruption; and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\res\r-utilizing county assets to address budget shortfall

1352

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Presiding Officer Lindsay and Legislator Viloria-Fisher

RESOLUTION NO. –2009, ESTABLISHING A POLICY TO AID FAMILIES SEEKING CHILD CARE ASSISTANCE

WHEREAS, child care is a major expense for families with children; and

WHEREAS, the Suffolk County Department of Social Services provides subsidized child care to qualified families to help ease the financial burden; and

WHEREAS, the demand for subsidized child care exceeds what Suffolk County can provide; and

WHEREAS, as a result of the high demand for this service, the Department of Social Services has traditionally kept a waiting list for applicants seeking subsidized child care; and

WHEREAS, it is in the best interests of Suffolk County families to ensure that the child care waiting list is continued and that every eligible family and child is ensured a place on the waiting list; and

WHEREAS, application forms for child care assistance should be made available on-line and may be distributed by Child Care Advocacy agencies that work directly with parents; and

WHEREAS, Suffolk County seeks to provide services to its most needy residents during difficult economic times; now, therefore be it

1st **RESOLVED**, that the Suffolk County Department of Social Services is hereby authorized, empowered and directed to continue to maintain a waiting list of all applicants seeking child care who are eligible to receive a subsidy; and be it further

2nd **RESOLVED**, that the Suffolk County Department of Social Services is hereby authorized, empowered and directed to inform all eligible applicants who cannot immediately receive assistance that they can be placed on the waiting list; and be it further

3rd **RESOLVED**, that the Department of Social Services shall make the application forms for a child care subsidy available on-line; and be it further

4th **RESOLVED,** that the Department of Information and Technology shall upon the request of the Department of Social Services, assist the Department of Social Services in making the application forms available on-line; and be it further

5th **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-continue child care subsidy wait list

1353

Intro. Res. No. -2009 Laid on Table 4/28/09

Introduced by Legislator Browning

RESOLUTION NO. -2009, AUTHORIZING USE OF SMITH POINT COUNTY PARK PROPERTY BY MASTIC BEACH AMBULANCE COMPANY FOR "HELP US SAVE YOU PROGRAM"

WHEREAS, the Mastic Beach Ambulance Company responds to 300 calls per year at the Smith Point County Park and over 2,000 calls throughout the community of Mastic Beach; and

WHEREAS, the Mastic Beach Ambulance Company would like to use the tollbooth entrances and exits at Smith Point County Park for the purpose of posting signs that ask the public "Help Us Save You"; and

WHEREAS, this Legislature authorized the Mastic Beach Ambulance Company to use the Smith Point County Park for this same purpose in 2008; and

WHEREAS, the sign would be posted during the 2009 Labor Day holiday, from September 5, 2009 through September 7, 2009, from 9:00 a.m. through 4:00 p.m. each day; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Ten and 00/100 Dollars ($10.00), per diem, payment of which shall be guaranteed by the Mastic Beach Ambulance Company; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured has been provided by the Mastic Beach Ambulance Company; and

WHEREAS, the use of County property to help raise money would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e. the tollbooth at Smith Point County Park by the Mastic Beach Ambulance Company, in consideration of the payment of Ten and 00/100 Dollars ($10.00), per diem, for the purpose of posting signs that ask the public "Help Us Save You" during the 2009 Labor Day Holiday from September 5, 2009 through September 7, 2009, from 9:00 a.m. through 4:00 p.m. each day is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

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2nd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the

public-safety services provided by the Mastic Beach Ambulance Company at the Smith Point County Park in Brookhaven; and be it further

3rd **RESOLVED**, that the Mastic Beach Ambulance Company shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-mastic-beach-ambulance-labor-day

1354

Intro. Res. No. -2009
Introduced by Legislator Romaine

Laid on Table 4/28/09

RESOLUTION NO. –2009, TO CLARIFY THE RECENT INCREASE IN PARKS FEES AUTHORIZED UNDER RESOLUTION NO. 33-2009

WHEREAS, Resolution No. 33-2009 authorized a temporary increase in the user fee schedule for Suffolk County Parks; and

WHEREAS, prior to the new user fee schedule going into effect, many Suffolk County residents paid for seasonal permits, Green Key passes, marina docking space, et. al. under the old fee schedule; and

WHEREAS, the Suffolk County Department of Parks, Recreation and Conservation has asked park patrons who paid their fees under the old schedule to pay additional monies, and has asked others who made reservations prior to the new schedule going into effect to pay the fees under the new schedule; and

WHEREAS, it is unfair to require individuals to pay additional money for park uses that were reserved or paid for prior to the new fee schedule going in effect, and, in fact, this policy is inconsistent with the legislative intent of Resolution No. 33-2009; and

WHEREAS, Suffolk County seeks to treat County Parks users with fairness during the transition in fee schedules; now therefore be it

1st **RESOLVED**, that the 3rd RESOLVED clause of Resolution No. 33-2009 is hereby amended to read as follows:

> **3rd** **RESOLVED**, that the first amendment to said fee schedule shall apply to all park activities no later than thirty (30) days after the effective date of this resolution as detailed in the column entitled 2009 in the 2nd Resolved Clause, <u>however, persons or organizations that paid a fee for a 2009 park permit or activity under the current (first column) fee schedule prior to the effective date of this resolution, shall not be required to pay any additional amount for the permit or activity and, further, any person or organization that made a reservation for camping or other park activity prior to the effective date of this resolution shall pay the amount set fort in the current fee schedule (first column) for the activity even if payment is made after the effective date of this resolution</u>; and be it further;

and be it further

2nd **RESOLVED**, that the Department of Parks, Recreation and Conservation shall, to the extent practicable, refund any monies it receives in contravention of the terms of Resolution No. 33-2009 as amended hereby; and be it further

3rd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the

NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-clarify park fees

1355

Intro. Res. No. -2009
Introduced by Legislator Cooper

Laid on Table 4/28/09

RESOLUTION NO. - 2009, DESIGNATING THE SECOND WEEK IN FEBRUARY AS "DUCHENNE MUSCULAR DYSTROPHY AWARENESS WEEK" IN SUFFOLK COUNTY

WHEREAS, Muscular Dystrophy (MD) encompasses a group of genetic, hereditary muscle diseases that weaken the muscles in the human body. Muscular dystrophies are characterized by progressive skeletal muscle weakness, defects in muscle proteins, and the death of muscle cells and tissue; and

WHEREAS, the main symptoms of MD include progressive muscular wasting (weakness), poor balance, frequent falls, walking difficulty, waddling gait, calf pain, limited range of movement, respiratory difficulty, drooping eyelids (ptosis), gonadal atrophy, scoliosis; and

WHEREAS, there is no known cure for muscular dystrophy, and no specific treatment for any of the forms of muscular dystrophy; and

WHEREAS, Duchenne Muscular Dystrophy (DMD) is the most common fatal genetic disorder diagnosed in childhood, affecting approximately one in every 3,500 live male births. The Duchenne gene is found on the x-chromosome and primarily affects boys, however, it occurs across all races and cultures; and

WHEREAS, approximately 1 in 3,000 males are diagnosed with Duchenne Muscular Dystrophy in the United States; and there are 72 people in Suffolk County diagnosed with Duchenne Muscular Dystrophy; and

WHEREAS, DMD causes progressive muscle weakness which leads to serious medical problems, particularly affecting the heart and lungs; young men with Duchenne typically live only into their late twenties; and

WHEREAS, inspired by a fellow student, Dylan Thompson, who was diagnosed with DMD at the age of five, all 1,100 students at Harborfields High School made a commitment to increase awareness about DMD and raise funds for DMD research; and

WHEREAS, that the Suffolk County Legislature wishes to join the efforts of Dylan Thompson and his classmates in the fight to find a cure for Duchenne Muscular Dystrophy; and

WHEREAS, it is imperative to disseminate information about the ongoing scientific research, educational opportunities, early warning signs, and treatment options available to families affected by DMD; now, therefore be it

RESOLVED, that beginning in 2010 and continuing every year thereafter, the second week in February shall be designated as "Duchenne Muscular Dystrophy Awareness Week" in Suffolk County; and be it further

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-Duchene Awareness Week

Intro. Res. No. -2009 1356-09 Laid on Table 4/28/09
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2009, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SERIAL BONDS FOR THE EXPANSION AND IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 18 - HAUPPAUGE INDUSTRIAL (CP 8126)

WHEREAS, the Hauppauge Industrial Wastewater Treatment Plants require expansion and infrastructure improvements; and

WHEREAS, Public Hearings were held on June 28, 2005, November 20, 2007 and April 29, 2008 at the regularly scheduled meeting of the County Legislature in Riverhead and Hauppauge, New York, respectively, in connection with the proposed expansion and improvements; and

WHEREAS, a resolution authorizing the issuance of $4,200,000 in serial bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, an application submitted to the New York State Comptroller was approved for the funding and the proposed expansion and improvements for the District stated herein; and

WHEREAS, the Administrative Head of Sewer District No. 18 - Hauppauge Industrial has requested that funds be appropriated to cover construction costs associated with the expansion and improvement project; and

WHEREAS, there are sufficient funds in the 2009 Capital Budget and Program for the expansion and improvement of Suffolk County Sewer District 18 - Hauppauge Industrial; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 716 of 2004 determined that the proposed sewerage facility improvement and/or rehabilitation to the Sewer District No. 18 - Hauppauge Industrial constitutes a Type I action pursuant to the provisions of NYCRR Part 617.5(b); and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,200,000 in Sewer District Serial Bonds; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-six (66), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as amended by Resolution No. 461-2006; and be it further

2nd **RESOLVED**, that the proceeds of $4,200,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

Project No.	Project Title	AMOUNT
527-CAP-8126.311	Improvements to Sewer District 18 Hauppauge Industrial - Construction	$4,200,000

and be it further

3rd **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the expansion and improvements to Sewer District 18 - Hauppauge Industrial.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1356

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SERIAL BONDS FOR THE EXPANSION AND IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 18 - HAUPPAUGE INDUSTRIAL (CP 8126)

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

Sewer District Serial Bonds will be issued to finance the County portion of this project. Principal and Interest costs will be incurred over the life of the bonds.

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

See attached Debt Service Schedule

8. Proposed Source of Funding

Sewer District Serial Bonds.

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Gina H. Kommer Assistant Executive Analyst		April 20, 2009

SCIN FORM 175b (10/95)

Suffolk County
Sewer District No. 18 Hauppauge Industrial CP 8126
General Obligation Serial Bonds
Level Debt

1356

Term of Bonds: 15
Amount to Bond: $4,200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$198,080.89	$200,200.00	$398,280.89	$398,280.89
			$95,379.07	$95,379.07	
5/1/2011	4.500%	$207,522.74	$95,379.07	$302,901.81	$398,280.89
			$90,433.11	$90,433.11	
5/1/2012	4.500%	$217,414.66	$90,433.11	$307,847.77	$398,280.89
			$85,251.40	$85,251.40	
5/1/2013	4.500%	$227,778.09	$85,251.40	$313,029.49	$398,280.89
			$79,822.69	$79,822.69	
5/1/2014	4.500%	$238,635.51	$79,822.69	$318,458.20	$398,280.89
			$74,135.21	$74,135.21	
5/1/2015	4.500%	$250,010.47	$74,135.21	$324,145.68	$398,280.89
			$68,176.62	$68,176.62	
4/30/2016	4.500%	$261,927.64	$68,176.62	$330,104.26	$398,280.89
			$61,934.01	$61,934.01	
5/1/2017	5.000%	$274,412.86	$61,934.01	$336,346.87	$398,280.89
			$55,393.84	$55,393.84	
5/1/2018	5.000%	$287,493.20	$55,393.84	$342,887.04	$398,280.89
			$48,541.92	$48,541.92	
5/1/2019	5.000%	$301,197.05	$48,541.92	$349,738.97	$398,280.89
			$41,363.39	$41,363.39	
4/30/2020	5.000%	$315,554.10	$41,363.39	$356,917.50	$398,280.89
			$33,842.68	$33,842.68	
5/1/2021	5.000%	$330,595.52	$33,842.68	$364,438.20	$398,280.89
			$25,963.49	$25,963.49	
5/1/2022	5.000%	$346,353.90	$25,963.49	$372,317.39	$398,280.89
			$17,708.72	$17,708.72	
5/1/2023	5.000%	$362,863.44	$17,708.72	$380,572.16	$398,280.89
			$9,060.48	$9,060.48	
4/30/2024	5.000%	$380,159.93	$9,060.48	$389,220.41	$398,280.89
		$4,200,000.00	$1,774,213.29	$5,974,213.29	$5,974,213.29

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1356

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOL'

APR 17 2009

1358

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive

FROM: Tom LaGuardia, P.E., Chief Deputy Commissioner

Gilbert Anderson for

SUBJECT: **Appropriating Funds Through the Issuance of Serial Bonds for the Expansion and Improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126)**

DATE: January 29, 2009

Attached is a draft resolution filed as tl-bw1-29-09 Reso-DPW sd18 improvements CP 8126 and appropriate forms with backup (filed as tl-bw1-29-09 Backup- DPW 175A sd18 improvement CP 8126 and tl-bw1-29-09 Backup-DPW 175B sd18 improvement CP 8126). The project involves construction, land acquisition, and site work associated with various treatment processes, collection system expansion, pumping stations, and infrastructure at the Hauppauge Industrial Wastewater Treatment Plants. Financing needs contained in the 2009 Adopted Capital Program and Budget use serial bonds of $4.2 million are requested herein. The funding to be appropriated with this resolution involves the third of three construction phases.

A Public Hearing and Findings Resolution were unanimously supported by the service area parcel owners of the Industrial Park as well as County Departments. An application to the State Comptroller has been approved.

TL:BW:ni
Attachment
cc: Jim Morgo, Chief Deputy County Executive
Gil Anderson, P.E., Commissioner
Brendan Chamberlain, County Executive Assistant
Laura Conway, CPA, Chief Accountant
Ben Wright, P.E., Chief Engineer, Sanitation
Carmine Chiusano, Assistant Budget Director
CE Reso Review
tl-bw1-29-09 Back-up DPW sd 18 improvements CP 8126 memo to BZwirn

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010 FAX (631) 852-4150

1357

Intro. Res. No. - 2009 Laid on the Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2009, AMENDING RESOLUTION 202-2007 IN CONNECTION WITH IMPROVEMENTS AT RAYNOR BEACH COUNTY PARK (CP 7175)

WHEREAS, Resolution 202-2007 appropriated $50,000 as 525-CAP-7175.314 for the anticipated County share of the project; and

WHEREAS, the Town of Brookhaven has Community Development Block Grant funds available for their portion of this project; and

WHEREAS, upon actual pricing it is now anticipated that the work can be completed with the funding appropriated by Resolution 202-2007; and

WHEREAS, the Suffolk County Department of Public Works will retain and pay the contractor for the improvements; and

WHEREAS, the Town of Brookhaven has passed Resolution 717-08 authorizing the Town of Brookhaven to enter into an Intermunicipal agreement with the County of Suffolk and to transfer Community Development Funds of $45,000; now, therefore be it

1st **RESOLVED,** that the County Treasurer and the County Comptroller are authorized to accept Town of Brookhaven funds in connection with this project; and be it further

2nd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete improvements at Raynor Beach Park, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

3rd **RESOLVED,** that 525-CAP-7175.314 is now amended to include $45,000 of funding from the Town of Brookhaven; and be it further

4th **RESOLVED,** that 525-CAP-7175.314 is now funded with $45,000 of funding from the Town of Brookhaven and $5,000 of County funding; and be it further

5th **RESOLVED,** that the 7th Resolved clause of Resolution 202-2007 requiring the Town of Brookhaven to pass a resolution authorizing the Town of Brookhaven to enter into an Intermunicipal agreement with the County of Suffolk to transfer Community Development Funds of $50,000 be stricken; and be it further

6th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $5,000; and be it further

7th **RESOLVED,** that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any Town of Brookhaven funding received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $5,000 for the County share.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1351

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2009, AMENDING RESOLUTION 202-2007 IN CONNECTION WITH IMPROVEMENTS AT RAYNOR BEACH COUNTY PARK (CP 7175)

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 amends Reso 202-2007 which appropriated $50,000 in Suffolk County Serial Bonds. This resolution accepts in $45,000 from the Town of Brookhaven Community Development Fund making the County share $5,000.

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

Reduces the County share and County cost by $45,000.

8. Proposed Source of Funding

Brookhaven Town Community Development Funds $45,000.
Suffolk County Serial Bonds $5,000.

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		April 20th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

135

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**-$45,000**	**-$0.08**		$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**-$45,000**	**-$0.08**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1357

MAR 31 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: March 9, 2009

RE: **AMENDING RESOLUTION 202-2007 IN CONNECTION WITH IMPROVEMENTS AT RAYNOR BEACH COUNTY PARK (CAPITAL PROGRAM NUMBER 7175)**

Attached are a draft resolution and duplicate copy to amend resolution 202-2007 in connection with the above referenced project. There are sufficient funds included in the original resolution for this project.

The Town of Brookhaven has Community Development Grant funds for improvements at Raynor Beach County Park. This amending resolution is to change the allocation of the previously appropriated funding to reflect the Town of Brookhaven's participation in the project.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "RESO-DPW-CP 7175.doc".

TL:WH:sk
attach.
cc Jim Morgo, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Frank Messina, Federal & State Aid Claims Technician
Laura Conway, CPA, Director of DPW Administrative Services
Linda Brandolf, CPA, Capital Accounting
Theresa D'Angelo, Principal Clerk (Cover memo only)
James Bagg, Chief Environmental Analyst

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010
FAX (631) 852-4150

1358

Introductory Resolution No. -2009 Laid on the Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. – 2009; TRANSFERRING AND APPROPRIATING LIVING WAGE CONTINGENCY FUNDS TO THE FEDERATION OF ORGANIZATIONS FOR THE NYS MENTALLY DISABLED, INC., RESPITE FEE SUBSIDY

WHEREAS, a contingency fund was established in the 2009 Suffolk County Operating Budget for the express purpose of implementing the Living Wage Law, Local Law 12-2001; and

WHEREAS, Local Law No. 12-2001, the Living Wage Law, ensures that employees of County contractors and subcontractors and beneficiaries of tax, loan, grant and other subsidy assistance provided by the County earn an hourly wage that is sufficient for a family of four to live at or above the federal poverty level; and

WHEREAS, the Federation of Organizations for the NYS Mentally Disabled, Inc., provides support and assistance to caregivers of frail elderly family members through the Respite Fee Subsidy contract with the Suffolk County Office for the Aging; and

WHEREAS, additional funding is needed to pay living wages to respite workers to maintain the program and without these additional funds, the Federation of Organizations for the NYS Mentally Disabled, Inc., will not be able to provide the current level of service; now, therefore, be it

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

FROM:			**CHANGE**
001-MSC-1998-4770 Suffolk County Living Wage Contingency Fund			($30,459)
TO:	**ADOPTED**	**MODIFIED**	**CHANGE**
001-EXE-GFC2-4980 Federation of Organizations for the NYS Mentally Disabled, Inc., Respite Fee Subsidy Program	$31,311	$ 61,770	$ 30,459

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval

1358

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

TRANSFERRING AND APPROPRIATING LIVING WAGE CONTINGENCY FUNDS TO THE FEDERATION OF ORGANIZATION FOR THE NYS MENTALLY DISABLED, INC., RESPITE FEE SUBSIDY

3. Purpose of Resolution:

ADDITIONAL FUNDING IS NEEDED TO PAY LIVING WAGES TO RESPITE WORKERS TO MAINTAIN THE PROGRAM AND WITHOUT THESE ADDITIONAL FUNDS, THE FEDERATION OF ORGANIZATIONS FOR THE NYS MENTALLY DISABLED, INC., WILL NTO BE ABLE TO PROVIDE THE CURRENT LEVEL OF SERVICE.

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): Community College**

Library District **Fire District**

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

100 % COUNTY FUNDS INCLUDED IN THE 2009 ADOPTED BUDGET. THERE IS NO NET EFFECT ON THE OPERATING BUDGET.

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

100 % COUNTY FUNDS INCLUDED IN THE 2009 ADOPTED BUDGET. THERE IS NO NET EFFECT ON THE OPERATING BUDGET.

8. Proposed Source of Funding

100% COUNTY FUNDS INCLUDED IN THE 2009 ADOPTED BUDGET.

9. Timing of Impact

UPON ADOPTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN ADMINISTRATOR I	Suzanne Martin	~~APRIL~~ 21, 2009

SIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1358

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

SUFFOLK COUNTY DEPARTMENT OF LABOR – *LIVING WAGE* UNIT

NOTICE OF DECISION ON HARDSHIP ASSISTANCE

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

TO BE COMPLETED BY *LIVING WAGE* UNIT

DATE: March 11, 2009

1358

TO: Holly Rhodes –Teague, Director
Suffolk County Office for the Aging
Dennison Building
Hauppauge, NY

You are hereby notified that the **Request for Hardship Assistance** and associated draft resolution submitted on **March 4, 2009** regarding the contract for **Respite Fee Subsidy Program** from **Federation of Organizations for the NYS Mentally Disabled, Inc.** has been received and examined by the *Local Law Compliance Unit.*

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

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

☐ Denied.

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

Robert W. Dow Jr.

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

Intro. Res. No. 1359-09

Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. 2009, APPROVING PLANNING STEPS FOR THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS – MARCH 2009

WHEREAS, the Environmental Legacy Program was approved under the adopted 2007-2009 Capital Program allocating fifty million dollars for the acquisition of environmentally sensitive lands, active recreation sites, historic properties, and farmland development rights where there is a partner who will provide a 50% matching contribution; and

WHEREAS, the 5th RESOLVED clause of Resolution No. 459-2001 established the Suffolk County Multifaceted Land Preservation Program for acquisitions to be consummated pursuant to Resolution 751-1997; pursuant to the traditional Suffolk County Open Space Program; pursuant to Chapter 8 of the SUFFOLK COUNTY CODE; for parkland purposes; for environmentally sensitive land acquisition; for watershed and/or estuary protection; for drinking water protection purposes; or in accordance with the programmatic criteria set forth in Resolution No. 603-2001 designated as the Suffolk County Active Parklands Stage II Acquisition Program; and

WHEREAS, Local Law 24-2007, "A Charter Law Extending and Accelerating the Suffolk County 1/4% Drinking Water Protection Program for Environmental Protection," authorizes the use of 31.10 per cent of sales and compensating use tax proceeds generated each year for Specific Environmental Protection including acquisition of open space; environmentally sensitive lands; farmland development rights; hamlet parks; active recreational parks; or historic/cultural parks, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, the County's nationally acclaimed land preservation programs have received a jump start with the approval in 2004, 2005, and 2006 master lists of important and significant environmentally sensitive lands, farmland, and recreationally important lands identified in Resolution No. 621-2004, Resolution No. 877-2005, and Resolution No. 47-2006, respectively, that it is now necessary to add additional parcels to the master list for acquisition of farmland development rights; now, therefore, be it

1st **RESOLVED**, that this list of farmlands identified by Exhibit "A " for the acquisition of farmland development rights in Suffolk County, is hereby approved and/or confirmed, as a supplement to parcels previously approved for consideration for acquisition via duly enacted resolutions of the County of Suffolk; and, be it further

2nd **RESOLVED,** that such acquisition(s) is(are) to be made in accordance with the procedures set forth in Chapter 8 of the SUFFOLK COUNTY CODE which provided that they be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation(s) of the Suffolk County Farmland Committee; and, be it further

I.) ENVIRONMENTAL LEGACY PROGRAM

3rd **RESOLVED**, that the following parcel(s) listed below, in addition to parcels previously approved for consideration for acquisition of farmland development rights via duly

enacted resolutions of the County of Suffolk, is(are) hereby approved for preliminary planning steps (i.e., survey, appraisal, title search, and environmental audit) and ultimate inclusion in the Suffolk County Environmental Legacy Program, approved under the ADOPTED 2007-2009 CAPITAL PROGRAM:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:	ACRES:	REPUTED OWNER AND ADDRESS:
No.	District Section Block Lot	SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF	

;and, be it further

4th **RESOLVED**, that the Commissioner of the County Department of Public Works and/or the Director of the Division of Real Property Acquisition and Management, Department of Environment and Energy, and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to have surveys and maps prepared for the subject parcel(s) in accordance with Resolution No. 423-1988; and, be it further

5th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to have the subject parcel(s) appraised, environmentally audited, and searched for title; and, be it further

6th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby further authorized, empowered, and directed, pursuant to Section C42-2(C), of the SUFFOLK COUNTY CHARTER, to initiate written contact with the owner(s) of the property, prior to ordering an appraisal, for the purpose of commencing negotiations to acquire the farmland development rights of the subject parcel(s), the actual acquisition of which shall be subject to approval via duly enacted resolution of the County of Suffolk; and, be it further

7th **RESOLVED**, that the cost of such surveys, title searches, audits, maps, and/or appraisals, if any, shall be paid from the funds to be appropriated pursuant to the Suffolk County Environmental Legacy Program, as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and, be it further

8th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby further authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to utilize such valid appraisals for the subject parcel(s) as may be made available to the County by any pertinent municipality, either voluntarily or upon request by the County of Suffolk; and, be it further

II.) MULTIFACETED LAND PRESERVATION PROGRAM – FARMLAND DEVELOPMENT RIGHTS

9th **RESOLVED**, that the following parcel(s) listed below, in addition to parcels previously approved for consideration for acquisition of farmland development rights via duly

enacted resolutions of the County of Suffolk, is(are) hereby approved for preliminary planning steps (i.e., survey, appraisal, title search, and environmental audit) and ultimate inclusion in the Suffolk County Multifaceted Land Preservation Program, according to the provisions of the 5th RESOLVED clause of Resolution No. 459-2001, and pursuant to Chapter 8 of the SUFFOLK COUNTY CODE:

PARCEL:	**SUFFOLK COUNTY TAX MAP NUMBER:**	**ACRES:**	**REPUTED OWNER AND ADDRESS:**
No.	District Section Block Lot	SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF	

;and, be it further

10th **RESOLVED**, that the Commissioner of the County Department of Public Works and/or the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to have surveys and maps prepared for the subject parcel(s) in accordance with Resolution No. 423-1988; and, be it further

11th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, Department of Environment and Energy, and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to have the subject parcel(s) appraised, environmentally audited, and searched for title; and, be it further

12th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, Department of Environment and Energy, and/or his designee, is hereby further authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to initiate written contact with the owner(s) of the property, prior to ordering an appraisal, for the purpose of commencing negotiations to acquire the farmland development rights of the subject parcel(s), the actual acquisition of which shall be subject to approval via duly enacted resolution of the County of Suffolk; and, be it further

13th **RESOLVED**, that the cost of such surveys, title searches, audits, maps, and/or appraisals, if any, shall be paid from the funds to be appropriated pursuant to the provisions of the 5th RESOLVED clause of Resolution No. 459-2001, as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and, be it further

14th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby further authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to utilize such valid appraisals for the subject parcel(s) as may be made available to the County by any pertinent municipality, either voluntarily or upon request by the County of Suffolk; and, be it further

III.) NEW DRINKING WATER PROTECTION PROGRAM (AS AMENDED BY LOCAL LAW NO. 24-2007, EFFECTIVE DECEMBER 1, 2007) – FARMLAND DEVELOPMENT RIGHTS

15th **RESOLVED**, that the following parcel(s) listed below, in addition to parcels previously approved for consideration for acquisition of farmland development rights via duly enacted resolutions of the County of Suffolk, is(are) hereby approved for preliminary planning steps (i.e., survey, appraisal, title search, and environmental audit) and ultimate inclusion in the Suffolk County New Drinking Water Protection Program, Farmland component, Section C12-(A)(1)(f) of the SUFFOLK COUNTY CHARTER:

PARCEL:	**SUFFOLK COUNTY TAX MAP NUMBER:**	**ACRES:**	**REPUTED OWNER AND ADDRESS:**
No.	District Section Block Lot	SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF	

;and, be it further

16th **RESOLVED**, that the Commissioner of the County Department of Public Works and/or the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to have surveys and maps prepared for the subject parcel(s) in accordance with Resolution No. 423-1988; and, be it further

17th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to have the subject parcel(s) appraised, environmentally audited, and searched for title; and, be it further

18th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby further authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to initiate written contact with the owner(s) of the property, prior to ordering an appraisal, for the purpose of commencing negotiations to acquire the farmland development rights of the subject parcel(s), the actual acquisition of which shall be subject to approval via duly enacted resolution of the County of Suffolk; and, be it further

19th **RESOLVED**, that the cost of such surveys, title searches, audits, maps, and/or appraisals, if any, shall be paid from the funds to be appropriated pursuant to Section C12-(A)(1)(f) of the SUFFOLK COUNTY CHARTER, as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and, be it further

20th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby further authorized, empowered, and directed, pursuant to Section C42-2(C) of the SUFFOLK COUNTY CHARTER, to utilize such valid appraisals for the subject parcel(s) as may be made available to the County by any pertinent municipality, either voluntarily or upon request by the County of Suffolk; and, be it further

21st **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:

County Executive of Suffolk County

Date:

EXHIBIT A

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District Section Block Lot	0600 008.00 03.00 004.000 p/o	20.0	Harbes Farm Riverhead West, LLC P.O. Box 1524 Mattituck, NY 11952
No. 2	District Section Block Lot	0600 046.00 03.00 005.000	27.0	Central School District Number 2 700 Osborn Avenue Riverhead, NY 11901
No. 3	District Section Block Lot	0600 100.00 01.00 015.001 p/o	9.5	Pappalardo, Angela, Christina, and Joseph 260 Robby Lane New Hyde Park, NY 11040

TOTAL ACRES

56.5

Introductory Resolution No. -2009 1359 S.C.T.M. No. 0600-008.00-03.00-004.000 p/o

SUFFOLK COUNTY FARMLAND RATING SYSTEM FOR THE PURCHASE OF DEVELOPMENT RIGHTS (PDR)

This rating system was developed for the evaluation of farmland for the potential purchase of its development rights (PDR) and inclusion in the County's Purchase of Development Rights Program under Chapter 8 of the Suffolk County Code. The system considers four major factors: contiguity, vistas, soils, and value. The first two factors seek to preserve large blocks of farmland, thus protecting the land from nonagricultural intrusions and preserving the scenic vistas. Soils which are better for farming, such as Bridgehampton and Haven associations, are assigned higher point values. Slope also plays a part in the soil type and its desirability for use as farmland. The estimated price of the farmland is also considered in the evaluation. Bonuses are given for farms within Agricultural Districts or within high population density areas. Negative points may be given for negative impacts such as excavations.

FARMLAND PRESERVATION FACTORS			Score	Subtotal
A. CONTIGUITY: PROXIMITY TO PRESERVED FARM PROPERTIES				
1. PDR properties on three sides. (5 pts.)				
2. PDR properties on two sides. (4 pts.)				
3. PDR properties on one side. (3 pts.)				
4. Large amount of protected farmland nearby. (2 pts.)			3	
5. Some protected farmland nearby. (1 pt.)				
6. No protected farmland nearby. (0 pt.)				3
B. VISTAS				
1. Long road frontage and part of a large block of farmland (100+ acres). (5 pts.)				
2. Small road frontage and part of a large block of farmland. (4 pts.)			5	
3. Long road frontage and part of a small block of farmland. (3 pts.)				
4. Small road frontage and part of a small block of farmland. (2 pts.)				
5. Less than 100' of road frontage and part of a large block of farmland. (1 pt.)				
6. Less than 100' of road frontage and part of a small block of farmland. (0 pt.)				5
C. SOILS	**Slope**	**Capability**		
1. Capability Unit I-1: Bridgehampton, Haven, Montauk. (5 pts.)	0-3%	BgA, HaA, MkA	3.75	
2. Nearly flat Class II: Riverhead, Scio, Plymouth, Haven, Montauk. (4 pts.)	0-3%	RdA,SdA,PsA,He,MfA	0.5	
3. Best soils but with some slope: Bridgehampton, Haven, Montauk. (3 pts.)	2-8%	BgB,BhB,HaB,MkB		
4. Other Class II soils with some slope: Montauk, Riverhead, Scio, Sudbury. (2 pts.)	2-8%	MB, RdB, ScB, Su	0.25	
5. Non-prime soil that is farmed: Plymouth. (1 pt.)		PmB3		
6. Poor soil. (0 pt)		Gp		4.5
D. APPROXIMATE DEVELOPMENT RIGHTS VALUE PER ACRE*				
1. $50,000. or less. (5 pts.)				
2. $50,001.-$65,000. (4 pts.)				
3. $65,001.-$80,000.(3 pts.)			4	
4. $80,001.-$95,000. (2 pts.)				
5. $95,001.-$105,000. (1 pt.)				
6. $105,001.-$250,000. (0 pt.)				
7. $250,001.-$500,000. (-1 pt.)				
8. $500,001. or more. (-2 pts.)				4
E. ADJUSTMENTS				
1. Located within a Census Designated Place with a population density of ≥ 1,000 persons per square mile. (3 pts.)				
2. Other positive factors (i.e., within an Agricultural District, historical significance, community benefit, etc.). (1 or 2 pts.)				
3. Other negative factors. (-1 or -2 pts.)			1	1
TOTAL SCORE (maximum = 25 points)				17.5

2009-03-24
J. Kalmbacher
*Estimated by F. Ford
Version 09.05.2008

1359

Introductory Resolution No. -2009 S.C.T.M. No. 0600-046.00-03.00-005.000

SUFFOLK COUNTY FARMLAND RATING SYSTEM FOR THE PURCHASE OF DEVELOPMENT RIGHTS (PDR)

This rating system was developed for the evaluation of farmland for the potential purchase of its development rights (PDR) and inclusion in the County's Purchase of Development Rights Program under Chapter 8 of the Suffolk County Code. The system considers four major factors: contiguity, vistas, soils, and value. The first two factors seek to preserve large blocks of farmland, thus protecting the land from nonagricultural intrusions and preserving the scenic vistas. Soils which are better for farming, such as Bridgehampton and Haven associations, are assigned higher point values. Slope also plays a part in the soil type and its desirability for use as farmland. The estimated price of the farmland is also considered in the evaluation. Bonuses are given for farms within Agricultural Districts or within high population density areas. Negative points may be given for negative impacts such as excavations.

FARMLAND PRESERVATION FACTORS			Score	Subtotal
A. CONTIGUITY: PROXIMITY TO PRESERVED FARM PROPERTIES				
1. PDR properties on three sides. (5 pts.)			5	
2. PDR properties on two sides. (4 pts.)				
3. PDR properties on one side. (3 pts.)				
4. Large amount of protected farmland nearby. (2 pts.)				
5. Some protected farmland nearby. (1 pt.)				
6. No protected farmland nearby. (0 pt.)				5
B. VISTAS				
1. Long road frontage and part of a large block of farmland (100+ acres). (5 pts.)			5	
2. Small road frontage and part of a large block of farmland. (4 pts.)				
3. Long road frontage and part of a small block of farmland. (3 pts.)				
4. Small road frontage and part of a small block of farmland. (2 pts.)				
5. Less than 100' of road frontage and part of a large block of farmland. (1 pt.)				
6. Less than 100' of road frontage and part of a small block of farmland. (0 pt.)				5
C. SOILS	**Slope**	**Capability**		
1. Capability Unit I-1: Bridgehampton, Haven, Montauk. (5 pts.)	0-3%	BgA, HaA, MkA	1.75	
2. Nearly flat Class II: Riverhead, Scio, Plymouth, Haven, Montauk. (4 pts.)	0-3%	RdA,SdA,PsA,He,MfA	1.25	
3. Best soils but with some slope: Bridgehampton, Haven, Montauk. (3 pts.)	2-8%	BgB,BhB,HaB,MkB		
4. Other Class II soils with some slope: Montauk, Riverhead, Scio, Sudbury. (2 pts.)	2-8%	MB, RdB, ScB, Su		
5. Non-prime soil that is farmed: Plymouth. (1 pt.)		PmB3	0.25	
6. Poor soil. (0 pt)		Gp		3.25
D. APPROXIMATE DEVELOPMENT RIGHTS VALUE PER ACRE*				
1. $50,000. or less. (5 pts.)				
2. $50,001.-$65,000. (4 pts.)			4	
3. $65,001.-$80,000.(3 pts.)				
4. $80,001.-$95,000. (2 pts.)				
5. $95,001.-$105,000. (1 pt.)				
6. $105,001.-$250,000. (0 pt.)				
7. $250,001.-$500,000. (-1 pt.)				
8. $500,001. or more. (-2 pts.)				4
E. ADJUSTMENTS				
1. Located within a Census Designated Place with a population density of ≥ 1,000 persons per square mile. (3 pts.)				
2. Other positive factors (i.e., within an Agricultural District, historical significance, community benefit, etc.). (1 or 2 pts.)				
3. Other negative factors. (-1 or -2 pts.)				0
TOTAL SCORE (maximum = 25 points)				17.25

2009-03-24
J. Kalmbacher
*Estimated by F. Ford
Version 09.05.2008

1359

SUFFOLK COUNTY FARMLAND RATING SYSTEM FOR THE PURCHASE OF DEVELOPMENT RIGHTS (PDR)

This rating system was developed for the evaluation of farmland for the potential purchase of its development rights (PDR) and inclusion in the County's Purchase of Development Rights Program under Chapter 8 of the Suffolk County Code. The system considers four major factors: contiguity, vistas, soils, and value. The first two factors seek to preserve large blocks of farmland, thus protecting the land from nonagricultural intrusions and preserving the scenic vistas. Soils which are better for farming, such as Bridgehampton and Haven associations, are assigned higher point values. Slope also plays a part in the soil type and its desirability for use as farmland. The estimated price of the farmland is also considered in the evaluation. Bonuses are given for farms within Agricultural Districts or within high population density areas. Negative points may be given for negative impacts such as excavations.

FARMLAND PRESERVATION FACTORS			Score	Subtotal
A. CONTIGUITY: PROXIMITY TO PRESERVED FARM PROPERTIES				
1. PDR properties on three sides. (5 pts.)				
2. PDR properties on two sides. (4 pts.)				
3. PDR properties on one side. (3 pts.)				
4. Large amount of protected farmland nearby. (2 pts.)				
5. Some protected farmland nearby. (1 pt.)			1	
6. No protected farmland nearby. (0 pt.)				1
B. VISTAS				
1. Long road frontage and part of a large block of farmland (100+ acres). (5 pts.)			5	
2. Small road frontage and part of a large block of farmland. (4 pts.)				
3. Long road frontage and part of a small block of farmland. (3 pts.)				
4. Small road frontage and part of a small block of farmland. (2 pts.)				
5. Less than 100' of road frontage and part of a large block of farmland. (1 pt.)				
6. Less than 100' of road frontage and part of a small block of farmland. (0 pt.)				5
C. SOILS	**Slope**	**Capability**		
1. Capability Unit I-1: Bridgehampton, Haven, Montauk. (5 pts.)	0-3%	BgA, HaA, MkA		
2. Nearly flat Class II: Riverhead, Scio, Plymouth, Haven, Montauk. (4 pts.)	0-3%	RdA,SdA,PsA,He,MfA	2	
3. Best soils but with some slope: Bridgehampton, Haven, Montauk. (3 pts.)	2-8%	BgB,BhB,HaB,MkB		
4. Other Class II soils with some slope: Montauk, Riverhead, Scio, Sudbury. (2 pts.)	2-8%	MB, RdB, ScB, Su		
5. Non-prime soil that is farmed: Plymouth. (1 pt.)		PmB3	0.25	
6. Poor soil. (0 pt)		Gp		2.25
D. APPROXIMATE DEVELOPMENT RIGHTS VALUE PER ACRE*				
1. $50,000. or less. (5 pts.)				
2. $50,001.-$65,000. (4 pts.)				
3. $65,001.-$80,000.(3 pts.)			3	
4. $80,001.-$95,000. (2 pts.)				
5. $95,001.-$105,000. (1 pt.)				
6. $105,001.-$250,000. (0 pt.)				
7. $250,001.-$500,000. (-1 pt.)				
8. $500,001. or more. (-2 pts.)				3
E. ADJUSTMENTS				
1. Located within a Census Designated Place with a population density of ≥ 1,000 persons per square mile. (3 pts.)				
2. Other positive factors (i.e., within an Agricultural District, historical significance, community benefit, etc.). (1 or 2 pts.)				
3. Other negative factors. (-1 or -2 pts.)				0
TOTAL SCORE (maximum = 25 points)				11.25

2009-03-24
J. Kalmbacher
*Estimated by F. Ford
Version 09.05.2008

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1359

1. Type of Legislation

Resolution ___X____ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROVING PLANNING STEPS FOR THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS – MARCH 2009.

3. Purpose of Proposed Legislation

See No. 2 above

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** __X__

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Jessica L. Kalmbacher Planner	Jessica L. Kalmbacher	March 26, 2009

SCIN FORM 175b (10/95)

GINA H. KOMMER
ASST. EXEC. ANALYST

April 21, 2009

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1359

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1359

MAR 3 1 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PLANNING

THOMAS A. ISLES, AICP
DIRECTOR OF PLANNING

March 26, 2009

Mr. Ben Zwirn, Deputy County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Zwirn:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize planning steps for the purchase of farmland development rights within the town of Riverhead totaling 56.5 acres. These have all been approved by the Farmland Committee.

Please contact me if you require any additional information.

Sincerely,

Thomas A. Isles
Director of Planning

cc: Jim Morgo, Chief Deputy County Executive
Carrie Meek Gallagher, Commissioner, Department of Environment & Energy
Lauretta R. Fischer, Principal Environmental Analyst, Department of Planning
Jessica L. Kalmbacher, Planner, Department of Planning
Michael A. Amoroso, Bureau Chief, Department of Law
Christopher E. Kent, Director, Division of Real Property Acquisition & Management
Janet Longo, Acquisition Supervisor, Div. of Real Property Acquisition & Management
Brendan Chamberlain, County Executive Assistant
CE Reso Review (e-mail copy only)

LOCATION
H. LEE DENNISON BLDG. - 4TH FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5191
TELECOPIER (631) 853-4044

1360

Intro. Res. No. - 2009 Laid on the Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. – 2009, AMENDING THE 2009 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL 100% STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH FOR A COST OF LIVING ADJUSTMENT (COLA) AND TO TRANSFER FUNDING FROM MARYHAVEN CENTER OF HOPE TO FEDERATION OF ORGANIZATIONS FOR THE PROVISION OF TRANSPORTATION SERVICES

WHEREAS, the 2008-2009 New York State Enacted Budget includes a 3.2% Cost of Living Adjustment (COLA) effective April 1, 2008 through March 20, 2009; and

WHEREAS, the 2009 Adopted Operating Budget does not include $20,129 in additional 100% State aid for Federation of Organizations transportation program; and

WHEREAS, Maryhaven Center of Hope and Federation of Organizations were the transportation providers for Suffolk County's Seriously and Persistently Mentally Ill consumers; and

WHEREAS, Effective January 1, 2009, Maryhaven Center of Hope ceased to provide transportation services to clients who do not attend Maryhaven programs; and

WHEREAS, Federation of Organizations has assumed responsibility to provide transportation services to include these consumers impacted by this change; and

WHEREAS, the 2009 Suffolk County Operating Budget includes funding in the amount of $838,726 for Maryhaven Center of Hope's transportation program that must be transferred to Federation of Organizations transportation program; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $20,129 in additional State aid as follows:

REVENUES:

001-3493 Community Support Services +20,129

ORGANIZATIONS

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
~~001-HSV-4330-4980~~

XORG	OBJECT NAME	2009 Adopted Budget	Increase/ Decrease	2009 Modified Budget
GUR1	Federation of Organization Transportation	$296,301	+20,129	$316,430

and be it further

2nd **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to transfer funds as follows:

ORGANIZATIONS

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

From:

XORG	OBJECT NAME	2009 Modified Budget	Increase/ Decrease	2009 Modified Budget
GSJ1	Maryhaven CSS Transportation	$838,726	-$838,726	0
To:				
GUR1	Fed of Org Transportation	$296,301	+$838,726	$1,135,027

and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract with Federation of Organizations, Inc.; and be it further

4th **RESOLVED**, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK

1360

MAR 25 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

HUMAYUN J. CHAUDHRY, D.O., M.S.
Commissioner

March 23, 2009

Ben Zwirn, Deputy County Executive
Office of the County Executive, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Zwirn:

I request the introduction of the enclosed Resolution to amend the 2009 Adopted Operating Budget to accept and appropriate additional 100% State aid from the New York State Office of Mental Health for a Cost of Living Adjustment (COLA) and to transfer funding from Maryhaven Center of Hope to Federation of Organizations for the provision of transportation services. As of 1/1/2009, Maryhaven Center of Hope has ceased to provide transportation services to our mentally ill consumers. However, Federation of Organizations has assumed the responsibility to provide transportation services to these consumers. This resolution is needed to accept COLA funds and to transfer all the transportation services funding from Maryhaven to Federation of Organizations.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Mary Howe at 3-8517. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-Transportation.doc".

Sincerely yours,

Humayun J. Chaudhry, D.O., M.S.
Commissioner of Health Services

Enclosures

HJC/lw

C: Jim Morgo, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
~~Matthew Miner, Deputy Commissioner~~
Thomas O. MacGilvray, Director of Community Mental Hygiene Services
Mary K. Howe, Chief Management Analyst
Sheila Reagan, Senior Program Examiner
Donald Murphy, Principal Auditor
Diane E. Weyer, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

OFFICE OF THE COMMISSIONER
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3000 Fax (631) 853-2927

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION 1360

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

Title of Proposed Legislation
Amending the 2009 Adopted Operating Budget to accept and appropriate additional 100% State aid from the New York State Office of Mental Health for a Cost of Living Adjustment (COLA) and to Transfer funding from Maryhaven Center of Hope to Federation of Organizations for the provision of Transportation Services.

3. Purpose of Proposed Legislation
To accept and appropriate additional 100% State aid from NYS Office of Mental Health for a Cost of Living Adjustment (COLA) and transfer all funding from Maryhaven Center of Hope to Federation of Organizations, Inc. Federation of Organizations has assumed transportation responsibilities that Maryhaven Center of Hope discontinued as of 1/1/09.

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 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
100% State aid from New York State Office of Mental Health

9. Timing of Impact
2009

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***Date***
Diane E. Weyer	[signature]	3/17/09
Principal Financial Analyst	Suzanne Mitton	4/2/09

SCIN FORM 175b (10/95)

Center of Hope
Maryhaven
A Member of Catholic Health Services of Long Island
A Non-Profit Agency Founded by the Daughters of Wisdom in 1930

51 Terryville Road
Port Jefferson Station, NY 11776-1368
Telephone: (631) 474-4100
www.maryhaven.org

Angie
B60 To be disc

July 31, 2008

Mr. Art Flescher
Suffolk County Department of Health Services
Division of Community Mental Hygiene
North County Complex, Building C928
725 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Flesher:

We have carefully reviewed the financial implications of the new transportation options and I am sending this letter as notification of our intent to discontinue transportation for approximately 184 non-Medicaid individuals who attend other than Maryhaven Day programs once the current contract expires on December 31, 2008.

Maryhaven does desire to enter into a fee-for-service agreement to transport those who attend our workshop in Yaphank, at the rate of $11.50 per trip. There are currently about 75 people, averaging about 20,500 trips, an estimated cost of about $235,750 per year.

In addition, we would like to discuss the option of becoming the intermediary with the taxi companies for the Medicaid individuals in our PROS programs. There are currently about 40 people who take cabs to PROS East, and 20 to PROS West. In addition, there are 45 who currently use the Sunrise bus, which is funded partially through Medicaid and partially by our current CSS contract (Pseudo code ALC1.) It is important to us to maintain the quality of the service we provide, which includes the transportation component. It is likewise important to be actively involved in ensuring that our attendance and billing for the day program is maximized.

In order to ensure that we all understand the number of people and the scope of this change, I have enclosed a spreadsheet with the approximate number of individuals impacted, eligibility status, and the contract funding currently in place.

The decision to terminate a large portion of our current OMH transportation will impact 11 positions. In order to continue operations for several months, we need to retain the staff we have. We hope that this information can remain confidential for as long as possible. We would also welcome the opportunity to refer our staff to the new transportation provider, reducing the economic impact of a lay-off on both the employee and employer.

We would appreciate the opportunity to meet with you again to discuss the options presented and to get your assistance with the transition. Please call my office to schedule a convenient time for this important discussion.

Sincerely,

Susan Dickinson

Susan Dickinson
Vice President of Finance

RECEIVED
AUG 4 2008
COMMUNITY MENTAL
HEALTH DIVISION

Cc: Louis Gallagher, Ph.D.
Lewis Grossman

1360

Phone: (631) 669-5355
Fax: (631) 669-1114

Program Information
1-877-INTAKES

Administrative Offices
One Farmingdale Road
Route 109
West Babylon, NY 11704
www.fedoforg.org

President, Board of Directors
Irving Berkowitz

Chief Executive Officer
Barbara Faron, LMSW, CPRP

Chief Administrative Officer
Doris S. Wagner, LMSW, CPRP

Chief Operating Officer
Philip Matcovsky, LMSW, CPRP

Chief Medical Officer
Anthony J. Angelo, M.D.

Chief Financial Officer
Stephen McCarthy, CPA

Director of Development
Ruth DelCol

Community Resources Centers:

Babylon Community Center
One Farmingdale Rd./Route 109
West Babylon, NY 11704

Patchogue Community Center
456 Waverly Avenue
Patchogue, NY 11772

New York Office
105-01 101st Avenue
Ozone Park, NY 11416

Participating Agencies

March 6, 2009

Mr. Thomas MacGilvray,LCSW,CASAC
Director
Suffolk County Department of Health Services
North County Complex – Building C-928
P.O. Box 6100
Hauppauge, New York 11788

Dear Mr. MacGilvray:

This letter is to confirm that federation of Organizations will assume responsibility for the management of transportation services previously provided to mental health consumers by Maryhaven Center of Hope, effective January 1, 2009. This will represent an expansion of our existing transportation contract with Suffolk County.

Federation will be responsible for arranging transportation services from program participants' homes to their mental health service location throughout Suffolk County for both Medicaid and non-Medicaid consumers. The funding provided through Suffolk County will cover services and individuals not eligible for Medicaid reimbursement. Federation will also act as a central liaison between the transportation companies and participating agencies to resolve any difficulties that may arise.

Thank you for your support. If you have any questions, please contact me at (631)669-5355 ext 1104.

Sincerely,

Barbara Faron

Barbara Faron, LMSW,CPRP
Chief Executive Officer

New York State
Office of Mental Health

1360

Michael F. Hogan, Ph.D. Commissioner

44 Holland Avenue
Albany, New York 12229

September 26, 2008

Thomas O. MacGilvray, CSW
Director
Suffolk Co Mental Hygiene Div
P.O. Box 6100
Bldg C928, No. Country Complex
Hauppauge, NY 11788

Dear Director MacGilvray, CSW:

The NYS Office of Mental Health (OMH) is issuing your final January 1, 2008 to December 31, 2008 State Aid letter. Your total allocation amount at this time is $20,957,599.

The final allocation includes realignment of the 2% savings initiative to county identified funding codes and the implementation of the Medicaid Maximization initiative effective July 1, 2008.

Your 2008 final Consolidated Budget Reports (CBRs) are due November 1, 2008. Guidelines for completion of the CBR are available at the OMH website, http://www.omh.state.ny.us/omhweb/cbr/. As a reminder, the applicable Spending Plan Guidelines are also available on-line at http://www.omh.state.ny.us/omhweb/spguidelines/. If you have not already done so, please share these guidelines with your subcontract providers.

Inherent in OMH's budget and claiming policy is an expectation that you will monitor expenditures against budgeted costs throughout the year, and any significant fiscal or programmatic problems should be discussed with your OMH field office as soon as they become known. If you have questions regarding any local mental health fiscal issues, including questions regarding the information or instructions that are included in this letter, please call Gary Schiliro at (631)761-3334.

Sincerely,

Margaret A. LaWare, Director
Administrative Services Unit
Community Budget & Financial Mgmt.

Att

cc: Gary Schiliro

Additional back-up regarding I.R. 1360 is on file in the Legislative Clerk's Office, Hauppauge.

1361

Intro. Res. No. - 2009 Laid on the Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. – 2009, AMENDING THE 2009 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH TO BROOKHAVEN MEMORIAL HOSPITAL CENTER

WHEREAS, the New York State Department of Health has notified the New York State Office of Mental Health that Brookhaven Memorial Hospital Center has reached its Disproportionate Share (DSH) Cap for their clinic program; and

WHEREAS, the New York State Office of Mental Health has allocated $316,456 in additional 100% State aid to Suffolk County; and

WHEREAS, this additional 100% State aid is not currently included in the 2009 Adopted Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $316,456 in additional 100% State aid as follows:

REVENUES:

001-3493 Community Support Services +$316,456

ORGANIZATIONS

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

XOrg	Object Name	2009 Adopted Budget	Increase/ Decrease	2009 Modified Budget
JGC1	Brookhaven Memorial Hospital Center	$0	+316,456	$316,456

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract with Brookhaven Memorial Hospital Center; and be it further

3rd **RESOLVED,** that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

HSV# 9-2009

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1361

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Amending the 2009 Adopted Operating Budget to accept and appropriate 100% additional State aid from the New York State Office of Mental Health to Brookhaven Memorial Hospital Center

3. Purpose or Proposed Legislation

AMENDING THE 2009 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH FOR BROOKHAVEN HOSPITAL MEMORIAL CENTER

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 4 is "yes", Provide Detailed Explanation of Impact:

Not applicable.

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

None

8. Proposed Source of Funding

100% State Aid from New York State Office of Mental Health

9. Timing of Impact

Immediate upon approval of the resolution and execution of contracts with provider agencies.

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Diane E. Weyer *Principal Financial Analyst*	Diane E. Weyer	3/26/09
BETH A. REYNOLDS PRINCIPAL EXECUTIVE ANALYST	Beth A. Reynolds	4/21/09

SCIN FORM 175b (10/95)

1361

Michael F. Hogan, Ph.D. Commissioner

44 Holland Avenue
Albany, New York 12229

March 13, 2009

Thomas O. MacGilvray, CSW
Director
Suffolk Co Mental Hygiene Div
P.O. Box 6100
Bldg C928, No. Country Complex
Hauppauge, NY 11788

Dear Director MacGilvray, CSW:

The NYS Office of Mental Health (OMH) is reissuing your January 1, 2009 to December 31, 2009 State Aid letter. Your total allocation amount at this time is $19,681,708.

The allocations authorized in this letter include full annual funding for initiatives previously authorized. The first six months are approved actuals and the second six months are estimates. Any changes in your authorization level based on the enactment of the 2009-10 State Budget will result in a revised State aid letter.

The 2009 Preliminary Allocation Summary will be due April 1, 2009, and should match this 12/11/08 issuance of the letter. Final Consolidated Budget Reports will be due November 1, 2009. The Consolidated Claim Report and Consolidated Financial Report for local fiscal year 2009 are due May 1, 2010. Guidelines for completion of the CBR/CCR/CFR can be accessed through the OMH website at http://www.omh.state.ny.us/omhweb/cbr/. If any of your providers need assistance in completing these forms, they should contact the OMH Help Desk at 1-800-HELPNYS.

The Aid to Localities Spending Plan Guidelines which explain the reporting and use requirements of your authorized funding can be accessed through the OMH website at http://www.omh.state.ny.us/omhweb/spguidelines. Please share this website with all of your subcontract providers so that they may become familiar with the guidelines that apply to them, and refer to the guidelines as necessary. As a reminder, failure to submit the PAS, CBR, CCR or CFR schedules in a timely manner may result in the delay of subsequent State aid payments and/or Medicaid payments.

Inherent in OMH's budget and claiming policy is an expectation that your Department will monitor expenditures against budgeted costs throughout the year. Please notify yout OMH field office of any significant fiscal or programmatic problems as soon as they become known. If you have questions regarding any local mental health fiscal issues, including questions regarding the information or instructions that are included in this letter, please call Gary Schiliro at (631)761-3334.

Sincerely,

Margaret A. LaWare, Director
Administrative Services Unit
Community Budget & Financial Management

Att.
cc: Gary Schiliro

Additional back-up material regarding I.R. 1361 is on file in the Legislative Clerk's Office, Hauppauge.

Intro. Res. No. 1362-09 Laid on Table 4/28/09

Introduced by Presiding Officer, on Request of the County Executive

RESOLUTION NO. -2009, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (OHS) IN THE AMOUNT OF $45,000 FOR "OPERATION SHIELD" UNDER HOMELAND SECURITY GRANT PROGRAM (HSGP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Office of Homeland Security has awarded Suffolk County Sheriff's Office $45,000 in funds under the HSGP FY 2009 program to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, the HSGP FY2009 will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks; and

WHEREAS, this grant provides funding for two operations, one in July and one in September; the Sheriff's Office will receive 100% grant funding in the amount of $45,000 ; and

WHEREAS, the HSGP FY2009 is slated to operate for the period beginning 05/01/2009 to 12/30/2009; and,

WHEREAS, said funds have not been included in the 2009 Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Executive and Sheriff are authorized to execute any Agreement with the State of New York, as necessary, to secure said grant funds; and be it further

2nd **RESOLVED**, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of $45,000 as follows:

REVENUES:	AMOUNT
4330 - Homeland Security Operation Shield	$45,000

APPROPRIATION: Suffolk County Sheriff's Office
Homeland Security Operation Shield
001-SHF-3160

1000- Personal Services	$12,717
1120-Overtime Salaries	$12,717
4000 Sub Contractor	$32,283
4980-	$32,283

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1362

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (OHS) IN THE AMOUNT OF $45,000 FOR "OPERATION SHIELD" UNDER HOMELAND SECURITY GRANT PROGRAM (HSGP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE AND TO EXECUTE GRANT RELATRED AGREEMENTS.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

No County match. This resolution accepts State funds for Homeland Security Operation Shield. Sufficient funds exist within the 2009 Operating Budget to support any associated fringe benefit costs.

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

This resolution provides $45,000, to be expended between May 1, 2009 and December 30, 2009.

8. Proposed Source of Funding

New York State Office of Homeland Security

9. Timing of Impact

THE RESOLUTION IS EFFECTIVE UPON ADOPTION.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst	P Saunders	4/20/09

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1362

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1362

APR 17 2009

OFFICE OF THE SHERIFF

VINCENT F. DEMARCO
SHERIFF

To: Ben Zwirn, Deputy County Executive

From: Michael P. Sharkey, Chief of Staff

Date: 4/9/2009

Re: Operation Shield Homeland Security Grant Program, Request for Legislation

The Sheriff's Office is a successful applicant for the New York State Office of Homeland Security (OHS) Homeland Security Grant Program (HSGP) in the amount of $45,000 for "Operation Shield" to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force.

The Sheriff's Office agrees to administer and act in partnership with the East End Marine Task Force in "Operation Shield" with 100% funding from the HSGP FY2009 that will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from, terrorist attacks.

The East End of Long Island is a maritime threat in that a vessel can potentially enter the United States with weapons of mass effect, concealed, concealed human cargo, or other contraband and proceed inland to a major population center without having to offload or disembark its cargo. These waterways are traversed by both commercial and recreational foreign flagged vessels.

Grant funding will help to ensure that vessels are in compliance with NYS and Federal Navigation Rules and Regulations, proper reporting procedures are followed when foreign vessels enter the United States from outside our borders, intelligence collection and flow, and interdiction of maritime smuggling. Multiple law enforcement agencies will be deployed for interdiction purposes and inspection of foreign flagged vessels.

~~An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso-~~ Sheriff-Operation Shield Grant April 2009".

Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

cc: Christopher Kent, Chief Deputy County Executive

Att.

100 CENTER DRIVE
RIVERHEAD, NEW YORK 11901-3390
(631) 852-2200

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1362

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law

2. Title of Proposed Legislation.
The Sheriff's Office is a successful applicant for the New York State Office of Homeland Security (OHS) Homeland Security Grant Program (HSGP) in the amount of $45,000 for "Operation Shield" to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force.

3. Purpose of Proposed Legislation –**See number 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):East End Marine Task Force**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact. Funding in the amount of $45,000 for "Operation Shield" to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force.

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

n/a

8. Proposed Source of Funding – New York State Homeland Security Grant (HGSP) FFY2009).

9. Timing of Impact - **FY 2009**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Michael P. Sharkey Chief of Staff		4/9/2009

SCIN FORM 175b (10/95)

1362

New York State
Office of Homeland Security

THOMAS G. DONLON
DIRECTOR

April 7, 2009

John Andrejack
Deputy Sheriff Sergeant
Suffolk County Sheriff's Office
100 Center Drive
Riverhead, NY 11901-3390

Dear Sergeant Andrejack:

Enclosed are a contract and five (5) additional cover pages for the FY 07 Law Enforcement Terrorism Prevention Program (Operation SHIELD) Grant between the Office of Homeland Security (OHS) and Suffolk County Sheriff's Office.

Please note that Appendix A-1 has changed pursuant to an Office of State Comptroller (OSC) Bulletin 231 issued April 14, 2008, which now requires that any proposed budget modification to the contract that results in a change of greater than ten (10) percent to any budget category, must be approved by OSC, in addition to OHS. In order to comply with this new requirement, grantees who require such budget modifications must submit a signed Budget Amendment Form for prior approval by OHS and OSC.

If your organization accepts the terms of this agreement, please have the contract and the five (5) additional cover pages signed and notarized on the signature line on each of the contract cover pages. The complete contract package, including all six (6) signed original, notarized contract cover pages, must be returned to this office no later than April 28, 2009. This grant award agreement does not constitute a formal contract between your organization and OHS until approved by this agency and/or executed by OSC and the Attorney General's Office. A contract for awards greater than $50,000 must be reviewed and approved by the Comptroller's Office and, therefore, will be stamped by OSC. Contracts for awards which are less than $50,000 do not need to be processed by the Comptroller and, therefore, will not be stamped by OSC.

You are obligated to account for the expenditure of these funds in a timely manner and on the prescribed forms. Expenditures must be made in accordance with the guidelines of the State Homeland Security Program and as stated in the program work plan and budgeted for in the contract budget.

If you have any questions or require further assistance, please contact me at (518) 485-7241. Thank you for your continued cooperation.

Sincerely,

Shelley Wahrlich
Contracts Manager

Enclosures

1220 Washington Avenue, State Office Building Campus
Building 7A – 6th Floor, Albany, NY 12242

Additional back-up material regarding I.R. 1362 is on file in the Legislative Clerk's Office, Hauppauge.

1363

Intro. Res. No. -2009 Laid on Table 4/28/09

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

RESOLUTION NO. -2009, AMENDING THE ADOPTED 2009 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION,FROM THE PROGRAM ENDING NOVEMBER 30, 2007, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH STORMWATER REMEDIATION TO COUNTY ROAD 36, SOUTH COUNTRY ROAD, AT PATCHOGUE AND BELLPORT BAYS, PHASE I, TOWN OF BROOKHAVEN (CP 8240.321)

WHEREAS, Local Law No. 35-1999, "A Charter Law Adopting Common Sense Tax Stabilization Plans for Sewers, Environmental Protection and County Taxpayers," as amended by Local Law No. 24-2007, authorized the use of 11.25 percent of sales, and compensating use tax proceeds generated each year through November of 2007 for the purpose of Water Quality Protection, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, there are funds remaining within the reserved fund balance of Fund 477, which have accrued through November of 2007 and are required to be appropriated for the purpose of Water Quality Protection; and

WHEREAS, Resolution No. 1223-2006 was approved on November 21, 2006; to transfer $200,000 to 525-CAP-8240.113 for Planning, Design & Supervision in connection with stormwater remediation to Patchogue Bay @ CR 36; and

WHEREAS, Introductory Resolution No. 1484-2007, which requested to transfer $980,000 to 525-CAP-8240.319 for stormwater remediation to Bellport Bay @ CR 36, South Country Road, was stricken on November 15, 2007; and

WHEREAS, the Commissioner of Public Works has requested funds for stormwater remediation to Patchogue and Bellport Bays @ CR 36, South Country Road; and

WHEREAS, this project will remediate untreated direct stormwater discharges to Bellport and Patchogue Bays by installing new stormwater drainage systems and stormwater treatment systems; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2009 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds within the reserved fund balance of Fund 477 from the program ending November 30, 2007 for the purpose of Water Quality Protection; now, therefore be it

1st RESOLVED, that it is hereby determined that these projects, with a priority ranking of seventy-three (73) for the Patchogue Bay portion and fifty-nine (59) for the Bellport Bay portion, eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that this Legislature, via Resolution No. 307-2008, determined that this project is an unlisted action that will not have significant adverse effects on the environment, pursuant to the provisions of Title 6 NYCRR, Part 617 and within the meaning of Section 8-0109 (2) of the New York Environmental Conservation Law and Chapter 279 of the Suffolk County Code, and be it further

3rd RESOLVED, that sufficient funds exist within Fund 477 Water Quality Reserve Fund from the program ending November 30, 2007 Balance component to cover the cost of said transfer; and be it further

4th RESOLVED, that the Adopted 2009 Operating Budget be and hereby is amended and that the additional interfund expenditures be and hereby are appropriated as follows:

EXPENDITURES:

Agency	Fund	Organization	Object	Description	Amount
IFT	477	E525	9600	Transfer to Capital Fund	$2,000,000

and be it further

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

REVENUES:

Agency	Fund	Rev Source	Org	Description	Amount
IFT	525	R477	E525	Transfer from Water Quality Protection	$2,000,000
(Ref. 525-CAP-IFTR-R477)					

and be it further

6th RESOLVED, that the 2009 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8240
Project Title: Stormwater Remediation to County Road 36, South Country Road at Patchogue and Bellport Bays, Phase I

	Total Est'd Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$9,682,500	$0	$2,000,000 W
TOTAL	$10,387,500	$0	$2,000,000

and be it further

7th RESOLVED, that the transfer in the amount of $2,000,000 be and hereby is appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-8240.321	50	Stormwater Remediation to County Road 36, South Country Rd at Patchogue and Bellport Bays, Phase I	$2,000,000

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

1363

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2009, AMENDING THE ADOPTED 2009 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION,FROM THE PROGRAM ENDING NOVEMBER 30, 2007, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH STORMWATER REMEDIATION TO COUNTY ROAD 36, SOUTH COUNTRY ROAD, AT PATCHOGUE AND BELLPORT BAYS, PHASE I, TOWN OF BROOKHAVEN (CP 8240.321)

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 8240-STORMWATER REMEDIATION 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
STEVEN FORST SENIOR ACCOUNTANT	Steve Forst	APRIL 21, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1363

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1363

OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

DEPARTMENT OF ENVIRONMENT
AND ENERGY

March 19, 2009

Mr. Ben Zwirn
Deputy County Executive
H Lee Dennison Bldg. Fl. 12
Hauppauge, NY 11788-0099

Dear Mr. Zwirn:

Enclosed for your approval are the original and one (1) copy of the proposed resolution pursuant to:

> AMENDING THE ADOPTED 2009 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, FROM THE PROGRAM ENDING NOVEMBER 30, 2007, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH STORMWATER REMEDIATION TO COUNTY ROAD 36, SOUTH COUNTRY ROAD, AT PATCHOGUE AND BELLPORT BAYS, PHASE I, TOWN OF BROOKHAVEN (CP 8240.319)

This proposed resolution replaces the one sent on 10/28/08 for this title.

There are sufficient funds for this project within the reserved fund balance of Fund 477 from the program ending November 30, 2007 for the purpose of Water Quality Protection.

Please review and revise as needed. After your examination please place this on the Legislative Agenda as soon as possible.

Sincerely,

Carrie M. Gallagher

Carrie Meek Gallagher, Commissioner
Department of Environment & Energy

Enc.
cc: Jim Morgo, Chief Deputy County Executive
Brendan Chamberlain, Dir. Intergovernmental Relations

LOCATION:
H. LEE DENNISON BUILDING, 12th FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

OFFICE (631) 853-4016
FAX (631) 853-4818

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1363

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AMENDING THE ADOPTED 2009 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, FROM THE PROGRAM ENDING NOVEMBER 30, 2007, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH STORMWATER REMEDIATION TO COUNTY ROAD 36, SOUTH COUNTRY ROAD, AT PATCHOGUE AND BELLPORT BAYS, PHASE I, TOWN OF BROOKHAVEN (CP 8240.319)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

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

8. Proposed Source of Funding

477 FUND BALANCE FROM PROGRAM ENDING NOVEMBER 30,2007 - WATER QUALITY PROTECTION AND RESTORATION PROGRAM

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Carrie Meek Gallagher, Commissioner Dept Environment & Energy	Carrie M. Gallagher	3/19/2009

SCIN FORM 175b (10/95)

Intro. Res. No. 1564 -2009 Laid on Table 4/28/09
Introduced by Presiding Officer, on Request of the County Executive

RESOLUTION NO. -2009, AMENDING CHAPTER 631, ARTICLE I OF THE SUFFOLK COUNTY CODE

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

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

WHEREAS, the County is continuing to implement a number of budgetary measures to maintain County fiscal stability in the wake of the weakened national economy; and

WHEREAS, additional budgetary measures are essential in order to contend with both budget shortfalls and cash flow difficulties; and

WHEREAS, the County has examined and considered numerous measures to effectuate prudent and effective management of the operating budget despite potential budgetary shortfalls; now, therefore be it

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

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

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

****

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

3rd RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action pursuant to Title 6 NYCRR Section 617.5(c) (20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1365

Intro. Res. No. 2009 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. 2009, APPROPRIATING DWI SEIZURE FUNDING TO FURTHER SUPPORT THE SUFFOLK COUNTY SPECIAL TRAFFIC OPTIONS PROGRAM FOR DRIVING WHILE INTOXICATED (STOP-DWI) PROGRAM IN ITS EFFORTS TO EDUCATE THE PUBLIC ON THE DANGERS OF DRIVING WHILE INTOXIATED AND TO WORK WITH SUFFOLK COUNTY LAW ENFORCEMENT PERSONNEL TO ELIMINATE DRUNK DRIVERS FROM OUR HIGHWAYS

WHEREAS, Resolution No. 403 -2004, Adopting Local Law No. 7 -2004 " A Local Law Reforming and Strengthening of Procedure Used In Connection with the "DWI Seizure Law'" provided a means and methodology by which Suffolk County generates revenue from the sale of forfeited property or assets, and

WHEREAS, A balance of $1,433,113 currently exists within the DWI Seizure Forfeiture Account which can be utilized to strengthen the Suffolk County STOP-DWI Program, and

WHEREAS, The Suffolk County STOP- DWI Program requires an infusion of revenue to keep existing programs and enforcement at the current funding level without utilizing general fund revenues, and

WHEREAS, Resolution 403-2004 specifically spells out how this funding is to be distributed: now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they are hereby are authorized to transfer said funds into multi – year accounts as follows:

FROM:

Fund 001 – Balance Sheet Account - 8895:	$1,433,113
Total:	$1,433,113

TO: REVENUE ACCOUNTS

FUND	DEPT - UNIT	REVENUE CODE	AMOUNT
790	PR0 – 3101	2623 – VEHICLE SEIZURE PROG.	$1,003,179
790	LAW – 1429	2623 – VEHICLE SEIZURE PROG	$ 286,623
790	SHF – 3104	2623 – VEHICLE SEIZURE PROG	$ 143,311
TOTAL			$1,433,113

APPROPRIATIONS

FUND	DEPT – UNIT	OBJECT	AMOUNT
790	PR0 – 3101	4751 – DWI/LAW ENFORCEMENT	$1,003,179
790	LAW – 1429	4751 – DWI/LAW ENFORCEMENT	$ 286,623
790	SHF – 3104	4751 – DWI/LAW ENFORCEMENT	$ 143,311
TOTAL			$1,433,113

And, be it further

2nd RESOLVED, that upon passage of this resolution, the Departments of Law, Probation, and the Sheriff may utilize these funds for the purposes set forth in Resolution 403-2004, 270-28, B (2), (c)

And, be it further

3rd RESOLVED, That this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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:
APPROVED BY:

Steve Levy
County Executive of Suffolk County

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1365

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

APPROPRIATING DWI SEIZURE FUNDING TO FURTHER SUPPORT THE SUFFOLK COUNTY STOP-DWI PROGRAM IN ITS EFFORTS TO EDUCATE THE PUBLIC ON THE DANGERS OF DRIVING WHILE INTOXICATED AND TO WORK WITH SUFFOLK COUNTY LAW ENFORCEMENT PERSONNEL TO ELIMINATE DRUNK DRIVERS FROM OUR HIGHWAYS

3. Purpose of Proposed Legislation

TO INFUSE REVENUES INTO THE STOP-DWI PROGRAM TO MAINTAIN CURRENT PROGRAM AND ENFORCEMENT EXPENDITURE LEVELS. THESE FUNDS WILL BE PLACED IN A MULTIYEAR ACCOUNT SO THAT THEY MAY BE USED ON AN AS NEEDED BASIS

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:

THESE FUNDS WILL SUPPLEMENT A REDUCTION IN DWI FINES. WITHOUT TAPPING INTO THESE FUNDS A COUNTY CONTRIBUTION WILL BE REQUIRED.

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

N/A

8. Proposed Source of Funding

EXISTING VEHICLE SEIZURE MONEY

9. Timing of Impact

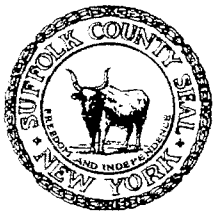
UPON APPROVAL

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Marta Perez-Lent ***Coordinator***	Marta Perez-Lent	4/6/09
Theresa Lollo Principal Financial Analyst	Theresa Lollo	4/7/09

SCIN FORM 175b (10/95)

Gen 62

COUNTY OF SUFFOLK



1365

OFFICE OF THE COUNTY EXECUTIVE
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788-0099
(631) 853-4000

Steve Levy
SUFFOLK COUNTY EXECUTIVE

MEMORANDUM

TO: **Ben Zwirn, Deputy County Executive**
Brendan Chamberlain, County Executive Assistant

FROM: **Maria Perez-Lent, STOP-DWI Coordinator**

DATE: **April 6, 2009**

RE: **REQUEST FOR LEGISLATIVE RESOLUTION**
DWI Seizure Funding

I am requesting that the attached legislative resolution be submitted to the Suffolk County Legislature at the April 28th meeting:

"APPROPRIATING DWI SEIZURE FUNDING TO FURTHER SUPPORT THE SUFFOLK COUNTY SPECIAL TRAFFIC OPTIONS PROGRAM FOR DRIVING WHILE INTOXICATED (STOP-DWI) PROGRAM IN ITS EFFORTS TO EDUCATE THE PUBLIC ON THE DANGERS OF DRIVING WHILE INTOXICATED AND TO WORK WITH SUFFOLK COUNTY LAW ENFORCEMENT PERSONNEL TO ELIMINATE DRUNK DRIVERS FROM OUR HIGHWAYS"

The purpose of this resolution is to appropriate $1,433,113 in DWI Seizure funding and infuse a portion of the revenues into the STOP-DWI program to maintain current program and enforcement expenditure levels. These funds will be placed in a multi year account so that they may be used on an as needed basis. Upon passage of the resolution, the Departments of Law, Probation, and the Sheriff may utilize these funds for the purposes set forth in Resolution 403-2004, 270-28 B (2), (c).

Attached please find the above referenced resolution and the fiscal impact statement (SCIN 175b). If you ~~have any questions, please contact me at 853-5012.~~

Cc: Jeff Szabo
John Desmond
Allen Kovesdy
Theresa Lollo

1366

Intro. Res. No. - 2009 Laid on the Table 1/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE RECONSTRUCTION OF CR 67, MOTOR PKWY FROM NORTH SERVICE RD OF LIE (EXIT 55) TO VETS MEMORIAL HWY (NYS 454), TOWN OF ISLIP, PHASE 1, REPLACE BRIDGE AT L.I.E. (C.P. 5172, PIN 075614)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Reconstruction of CR 67, Motor Parkway, Phase 1, Replace Bridge at L.I.E.; and

WHEREAS, there are Federal funds available from the Federal Highway Administration for this project, identified as PIN 075614, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty seven and seven tenths (87.7%) percent Federal funds and nine and two tenths (9.2%) percent State funds and three and one tenths (3.1%) percent County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, sufficient funds are not included in the 2009 Capital Budget and Program to cover the cost of said request under Capital Project 5172 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $19,500,556 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, pursuant to the State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA"), Resolution No. 904-2003 classified the action contemplated by this as an Unlisted Action which will not have a significant effect on the environment; and be it further

---

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-four (54) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete the construction in connection with Reconstruction of CR 67, Motor Parkway, Phase 1; and be it further

4th RESOLVED, that the appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for construction of the project; and be it further

5th RESOLVED, that the 2009 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5172
Project Title: County Share for Reconstruction of CR 67, Motor Parkway

	Total Est'd Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$20,202,416	$1,300,000B	$ 1,300,000B
		$5,200,000F	$17,108,000F
			$ 1,794,416S
TOTAL	$24,497,016	$6,500,000	$20,202,416

; and be it further

6th RESOLVED, that the proceeds of $598,140 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5172.310 (Fund 001 Debt Service)	50	Reconstruction of CR 67, Motor Parkway, Phase 1, Replacement of Bridge at L.I.E. (Exit 55)	$598,140

; and be it further

7h RESOLVED, that Federal Aid in the amount of $17,108,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5172.310	50	Reconstruction of CR 67, Motor Parkway, Phase 1, Replacement of Bridge at L.I.E. (Exit 55)	$17,108,000

; and be it further

8h RESOLVED, that State Aid in the amount of $1,794,416 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5172.310	50	Reconstruction of CR 67, Motor Parkway, Phase 1, Replacement of Bridge at L.I.E. (Exit 55)	$1,794,416

; and be it further

9th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $598,140; and be it further

10th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal and State funding in the amount of $18,902,416; and be it further

11th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal and State share of $18,902,416; and be it further

12th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1366

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. - 2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE RECONSTRUCTION OF CR 67, MOTOR PKWY FROM NORTH SERVICE RD OF LIE (EXIT 55) TO VETS MEMORIAL HWY (NYS 454), TOWN OF ISLIP, PHASE 1, REPLACE BRIDGE AT L.I.E. (C.P. 5172, PIN 075614)

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

Suffolk County must "first instance" the entire cost of the project. The share allocation for the project is 87.7% Federal, 9.2% State, and 3.1% County. County Comptroller is authorized to issue bond anticipation notes for the Federal and State share.

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

If County Comptroller authorizes the issuance of bond anticipation notes there would be a minimum interest payment incurred by the County for the BANs.

8. Proposed Source of Funding

Federal Highway Administration PIN 075614 (87.7% allocation).
New York State (9.2% allocation) and Suffolk County (3.1% allocation). County must first instance fund the entire cost of the project.

9. Timing of Impact

~~The appropriations within this resolution shall not be expended, encumbered or authorized, and~~ that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for construction of the project.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		April 20th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1366

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$56,721**	**$0.11**		$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$56,721**	**$0.11**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
Project Name
General Obligation Serial Bonds
Level Debt

1366

Term of Bonds: 15
Amount to Bond: $598,140

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$28,209.55	$28,511.34	$56,720.89	$56,720.89
			$13,583.34	$13,583.34	
5/1/2011	4.500%	$29,554.20	$13,583.34	$43,137.55	$56,720.89
			$12,878.97	$12,878.97	
5/1/2012	4.500%	$30,962.95	$12,878.97	$43,841.92	$56,720.89
			$12,141.02	$12,141.02	
5/1/2013	4.500%	$32,438.85	$12,141.02	$44,579.87	$56,720.89
			$11,367.89	$11,367.89	
5/1/2014	4.500%	$33,985.11	$11,367.89	$45,353.00	$56,720.89
			$10,557.91	$10,557.91	
5/1/2015	4.500%	$35,605.06	$10,557.91	$46,162.98	$56,720.89
			$9,709.33	$9,709.33	
	4.500%	$37,302.24	$9,709.33	$47,011.56	$56,720.89
			$8,820.29	$8,820.29	
5/1/2017	5.000%	$39,080.31	$8,820.29	$47,900.60	$56,720.89
			$7,888.87	$7,888.87	
5/1/2018	5.000%	$40,943.14	$7,888.87	$48,832.01	$56,720.89
			$6,913.06	$6,913.06	
5/1/2019	5.000%	$42,894.76	$6,913.06	$49,807.82	$56,720.89
			$5,890.74	$5,890.74	
	5.000%	$44,939.41	$5,890.74	$50,830.15	$56,720.89
			$4,819.68	$4,819.68	
5/1/2021	5.000%	$47,081.52	$4,819.68	$51,901.21	$56,720.89
			$3,697.57	$3,697.57	
5/1/2022	5.000%	$49,325.74	$3,697.57	$53,023.32	$56,720.89
			$2,521.98	$2,521.98	
5/1/2023	5.000%	$51,676.94	$2,521.98	$54,198.91	$56,720.89
			$1,290.34	$1,290.34	
	5.000%	$54,140.20	$1,290.34	$55,430.55	$56,720.89
		$598,140.00	$252,673.32	$850,813.32	$850,813.32

COUNTY OF SUFFOLK

MAR 3 1 2009

1366

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: March 19, 2009

RE: **AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE RECONSTRUCTION OF CR 67, MOTOR PKWY FROM NORTH SERVICE RD OF LIE (EXIT 55) TO VETS MEMORIAL HWY (NYS 454), TOWN OF ISLIP, PHASE 1, REPLACE BRIDGE AT L.I.E. (C.P. 5172, PIN 075614)**

Attached are a draft resolution and duplicate copy to appropriate the sum of $19,500,000 for construction in connection with the above referenced project. There are insufficient funds included in the 2009 Capital budget and program for Phase 1 of this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifth percent (50%) by Federal or State aid.

This is a Federally funded project. Mandated milestones must be met to insure the Federal funds are obtained.

Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

This bridge replacement will alleviate congestion and improve safety. The project also includes additional lanes on the L.I.E. service roads to increase capacity and construction of sidewalk and shoulders that could accommodate pedestrians and bicycles.

Resolution No. 904-2003 classified the action contemplated by this as an Unlisted Action which will not have a significant effect on the environment.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "RESO-DPW-CP 5172.doc".

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010
FAX (631) 852-4150

1367

Intro. Res. No. - 2009

Laid on the Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS (CP 5200)

WHEREAS, the Commissioner of Public Works has requested funds for engineering and construction in connection with Dredging of County Waters; and

WHEREAS, sufficient funds are included in the 2009 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $3,300,000 in Suffolk County Serial Bonds; now, therefore, be it.

1st **RESOLVED**, the New York State Department of Environmental Conservation is SEQRA lead agency for all dredging projects, this project is not reviewed by the Suffolk County Council on Environmental Quality; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of thirty-eight (38) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Dredging of County Waters, pursuant to Section C8-2 (F) of the Suffolk County Charter; and be it further

4th **RESOLVED,** that the 2009 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5200
Project Title: Dredging of County Waters

	Total Est'd Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
1. Planning	$ 2,640,000	$ 150,000B	$ 300,000B
4. Site Improvements	$20,505,000	$3,150,000B	$ 3,000,000B
TOTAL	$23,845,000	$ 3,300,000	$ 3,300,000

; and be it further

5th **RESOLVED**, that the proceeds of $3,300,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5200.116 (Fund 001 Debt Service)	50	Dredging of County Waters	$300,000

Project No.	J.C.	Project Title	Amount
525-CAP-5200.442 (Fund 001 Debt Service)	50	Dredging of County Waters	$3,000,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1367

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS (CP 5200)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

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

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		April 20th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1367

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$312,935**	**$0.58**		$0.001

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$312,935**	**$0.58**		$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1367

Suffolk County
Project Name
General Obligation Serial Bonds
Level Debt

Term of Bonds: 15
Amount to Bond: $3,300,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$155,634.98	$157,300.00	$312,934.98	$312,934.98
			$74,940.70	$74,940.70	
5/1/2011	4.500%	$163,053.58	$74,940.70	$237,994.28	$312,934.98
			$71,054.59	$71,054.59	
5/1/2012	4.500%	$170,825.80	$71,054.59	$241,880.39	$312,934.98
			$66,983.24	$66,983.24	
5/1/2013	4.500%	$178,968.50	$66,983.24	$245,951.74	$312,934.98
			$62,717.82	$62,717.82	
5/1/2014	4.500%	$187,499.33	$62,717.82	$250,217.16	$312,934.98
			$58,249.09	$58,249.09	
5/1/2015	4.500%	$196,436.80	$58,249.09	$254,685.89	$312,934.98
			$53,567.35	$53,567.35	
	4.500%	$205,800.29	$53,567.35	$259,367.63	$312,934.98
			$48,662.44	$48,662.44	
5/1/2017	5.000%	$215,610.10	$48,662.44	$264,272.54	$312,934.98
			$43,523.73	$43,523.73	
5/1/2018	5.000%	$225,887.52	$43,523.73	$269,411.25	$312,934.98
			$38,140.08	$38,140.08	
5/1/2019	5.000%	$236,654.82	$38,140.08	$274,794.90	$312,934.98
			$32,499.81	$32,499.81	
	5.000%	$247,935.37	$32,499.81	$280,435.17	$312,934.98
			$26,590.68	$26,590.68	
5/1/2021	5.000%	$259,753.62	$26,590.68	$286,344.30	$312,934.98
			$20,399.89	$20,399.89	
5/1/2022	5.000%	$272,135.21	$20,399.89	$292,535.10	$312,934.98
			$13,914.00	$13,914.00	
5/1/2023	5.000%	$285,106.99	$13,914.00	$299,020.98	$312,934.98
			$7,118.95	$7,118.95	
	5.000%	$298,697.09	$7,118.95	$305,816.03	$312,934.98
		$3,300,000.00	$1,394,024.73	$4,694,024.73	$4,694,024.73

COUNTY OF SUFFOLK

MAR 25 2009

1367

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: March 17, 2009

RE: **AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS (CAPITAL PROGRAM NUMBER 5200)**

Attached are a draft resolution and duplicate copy to appropriate the sum of $3,300,000 for engineering and construction in connection with the above referenced project. There are sufficient funds included in the 2009 Capital Budget and Program for this project. However, we are utilizing $150,000 of Site Improvement funding from this project (CP 5200) for additional Planning requirements. No other capital programs are impacted.

This appropriation will allow us to progress with the maintenance dredging, hydrographic surveying and preparation of environmental permits for the existing navigation channels. The channels become filled with sand due to erosion and storm deposition and become un-navigable. Dredging will restore safe navigation and will supply sand for beach nourishment.

The planning funds will be used to progress hydrographic surveys, and environmental permit applications for critical locations as defined by the various towns. The Site improvement funds will be used for the dredging of the Forge River, Stony Brook Harbor, and Awixa Creek. It may be necessary to add and/or substitute other waterways due to changes in priorities or other requirements to be determined by this Department.

As the New York State Department of Environmental Conservation is SEQRA lead agency for all dredging projects, this project is not reviewed by the Suffolk County Council on Environmental Quality

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "RESO-DPW-CP 5200.doc".

TL:WH:sk
attach.

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010
FAX (631) 852-4150

1368

Intro. Res. No. - 2009 Laid on the Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH REHABILITATION OF VARIOUS BRIDGES AND EMBANKMENTS (CP 5850)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Rehabilitation of Various Bridges and Embankments; and

WHEREAS, sufficient funds are not included in the 2009 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,375,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED,** pursuant to the State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA"), Resolution No. 1167 of 1995 classified the action contemplated by this as a Type II Action, which will not have a significant effect on the environment; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-six (46) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Rehabilitation of Various Bridges and Embankments, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2009 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5560

Project Title: The Reconstruction of CR 4, Commack Road from the Vicinity of Nicolls Road to Julia Circle

	Total Est'd Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$2,600,000	$3,000,000B	$2,500,000B
TOTAL	$3,075,000	$3,000,000	$2,500,000

Project No.: 5850
Project Title: Rehabilitation of Various Bridges and Embankments

	Total Est'd Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$7,470,000	$875,000B	$1,375,000B
TOTAL	$7,470,000	$875,000	$1,375,000

and be it further

5th **RESOLVED**, that the proceeds of $1,375,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5850.320 (Fund 001 Debt Service)	50	Rehabilitation of Various Bridges and Embankments (Goose and Grand, Southold and Woodside and Waverly and Buckley)	$500,000

Project No.	J.C.	Project Title	Amount
525-CAP-5850.321 (Fund 001 Debt Service)	50	Rehabilitation of Various Bridges and Embankments	$875,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1368

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH REHABILITATION OF VARIOUS BRIDGES AND EMBANKMENTS (CP 5850)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		April 20th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1368

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$130,390**	**$0.24**		$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$130,390**	**$0.24**		$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
Project Name
General Obligation Serial Bonds
Level Debt

1368

Term of Bonds: 15
Amount to Bond: $1,375,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$64,847.91	$65,541.67	$130,389.58	$130,389.58
			$31,225.29	$31,225.29	
5/1/2011	4.500%	$67,938.99	$31,225.29	$99,164.28	$130,389.58
			$29,606.08	$29,606.08	
5/1/2012	4.500%	$71,177.42	$29,606.08	$100,783.50	$130,389.58
			$27,909.68	$27,909.68	
5/1/2013	4.500%	$74,570.21	$27,909.68	$102,479.89	$130,389.58
			$26,132.43	$26,132.43	
5/1/2014	4.500%	$78,124.72	$26,132.43	$104,257.15	$130,389.58
			$24,270.45	$24,270.45	
5/1/2015	4.500%	$81,848.67	$24,270.45	$106,119.12	$130,389.58
			$22,319.73	$22,319.73	
	4.500%	$85,750.12	$22,319.73	$108,069.85	$130,389.58
			$20,276.02	$20,276.02	
5/1/2017	5.000%	$89,837.54	$20,276.02	$110,113.56	$130,389.58
			$18,134.89	$18,134.89	
5/1/2018	5.000%	$94,119.80	$18,134.89	$112,254.69	$130,389.58
			$15,891.70	$15,891.70	
5/1/2019	5.000%	$98,606.18	$15,891.70	$114,497.88	$130,389.58
			$13,541.59	$13,541.59	
	5.000%	$103,306.40	$13,541.59	$116,847.99	$130,389.58
			$11,079.45	$11,079.45	
5/1/2021	5.000%	$108,230.68	$11,079.45	$119,310.13	$130,389.58
			$8,499.95	$8,499.95	
5/1/2022	5.000%	$113,389.67	$8,499.95	$121,889.62	$130,389.58
			$5,797.50	$5,797.50	
5/1/2023	5.000%	$118,794.58	$5,797.50	$124,592.08	$130,389.58
			$2,966.23	$2,966.23	
	5.000%	$124,457.12	$2,966.23	$127,423.35	$130,389.58
		$1,375,000.00	$580,843.64	$1,955,843.64	$1,955,843.64

COUNTY OF SUFFOLK

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1368

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: March 18, 2009

RE: **AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH REHABILITATION OF VARIOUS BRIDGES AND EMBANKMENTS (CAPITAL PROGRAM NUMBER 5850)**

Attached are a draft resolution and duplicate copy to appropriate the sum of $1,375,000 for construction in connection with the above referenced project. There are insufficient funds included in the 2009 Capital Budget and Program for this project. We will utilize $500,000 of funds from CP 5560 for this project. The work for CP 5560 is now being performed under the American Recovery and Reinvestment Act.

This funding will rehabilitate the Hampton Bays Overpass. This project will remove concrete encasement of all steel members, clean and paint all exposed steel as well as repairing steel as needed. The rocker bearings will be refurbished and the expansion joints will be replaced. Paving will be refurbished and curbs, sidewalks and railing will be replaced as well. The additional funding is for low bid requirements of the rehabilitation of Goose and Grand. The previous funding was used on fund the low bid amounts for Southold and Woodside and Waverly and Buckley.

Resolution No. 1167 of 1995 classified the action contemplated by this as a Type II Action, which will not have a significant effect on the environment

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "RESO-DPW-CP 5850.doc".

TL:WH:sk
attach.
cc Jim Morgo, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst

1369

Intro. Res. No. - 2009

Introduced by the Presiding Officer on request of the County Executive

Laid on the Table 4/28/09

RESOLUTION NO. - 2009, APPROPRIATING FUNDS IN CONNECTION WITH TRAFFIC SIGNAL IMPROVEMENTS ON VARIOUS COUNTY ROADS (CP 5054)

WHEREAS, the Commissioner of Public Works has requested funds for equipment in connection with Traffic Signal Improvements on Various County Roads; and

WHEREAS, there are sufficient funds within the 2009 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $750,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED,** pursuant to the State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA"), Resolution No. 1175 of 1995 classified the action contemplated by this law as a Type II action, pursuant to Section 617.5 (C) (1) of Title 6 of New York Code of Rules and Regulations (NYCRR) and the Legislature has no further responsibilities under SEQRA; and be it further

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

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Traffic Signal Improvements on Various County Roads, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $750,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP 5054.577 (Fund 001-Debt Service)	50	Traffic Signal Improvements	$750,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1369

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2009, APPROPRIATING FUNDS IN CONNECTION WITH TRAFFIC SIGNAL IMPROVEMENTS ON VARIOUS COUNTY ROADS (CP 5054)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS: SEE #6 ABOVE.

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Gina H. Kommer Assistant Executive Analyst		February 19th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1369

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$170,844**	**$0.32**		$0.001

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$170,844**	**$0.32**		$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
Traffic Signal Improvements on Various County Roads CP 5054
General Obligation Serial Bonds
Level Debt

1369

Term of Bonds	5
Amount to Bond:	$750,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$137,093.73	$33,750.00	$170,843.73	$170,843.73
			$13,790.39	$13,790.39	
5/1/2011	4.500%	$143,262.95	$13,790.39	$157,053.34	$170,843.73
			$10,566.97	$10,566.97	
5/1/2012	4.500%	$149,709.78	$10,566.97	$160,276.75	$170,843.73
			$7,198.50	$7,198.50	
5/1/2013	4.500%	$156,446.72	$7,198.50	$163,645.22	$170,843.73
			$3,678.45	$3,678.45	
5/1/2014	4.500%	$163,486.82	$3,678.45	$167,165.28	$170,843.73
		$750,000.00	$104,218.65	$854,218.65	$854,218.65

#VALUE!

#VALUE!

#VALUE!

Proposed 5054 Locations

1369

CR 19 @ Spring Meadow North/Singingwood

CR 2 @ Acorn/LI Avenue

CR 2 @ CR-047

CR 85 @ West Sayville FD Substation

CR 17 @ Courthouse Dr/Belt Drive

CR 96 @ At CVS South of CR-012

CR 19 @ Spring Meadow South

CR 4 @ LI Avenue

CR 10 @ CR-011

CR 39 @ Hampton/NY27A

CR 51 @ CR-063

CR 67 @ Shinbone

CR 80 @ Station

CR 83 @ Hawkins Path

CR 85 @ Vanderbilt

CR 93 @ Church

CR 93 @ Karshick

CR 100 @ Lowell

CR 13 @ Brook

CR 16 @ Manor

CR 19 @ NY 27 NSR

CR 19 @ Roe/Mowbray

CR 19 @ Station

CR 21 @ LIE NSR and SSR

CR 21 @ Longwood Road

CR 28 @ 43rd

CR 28 @ Conklin

CR 39 @ Tuckahoe

CR 50 @ CR-082

CR 80 @ Depot/Oneck

CR 82 @ West Islip

CR 83 @ Mooney Pond

CR 89 @ Jessup

CR 93 @ Easton & Johnson

CR 97 @ Pond Path

CR 111 @ LIE NSR

IT MAY BE NECESSARY TO ADD AND / OR SUBSTITUTE OTHER ROADS AND / OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORTIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT

COUNTY OF SUFFOLK

FEB 17 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1369

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Assistant Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: February 9, 2009

RE: **C.P. 5054 – Traffic Signal Improvements**

Attached are a draft resolution and duplicate copy to appropriate the sum of $750,000 for equipment in connection with the above referenced project. There are sufficient funds included in the 2009 Capital Budget and Program for this project.

The intent of this project is to reduce the traffic accident rate on County roads through the design and installation of new signals where studies show they are warranted and through the modernization of existing signals and signal systems where required. This work is progressed under general requirements contracts. The designation of signal locations to be progressed as a result of these studies is an ongoing process. The annual requirements contract provides us with a mechanism for progressing with signal installation in an expedient manner.

Attached herewith is a list of traffic signal improvements identified at this time. The locations proposed for improvement are not limited to the attached list. Other locations identified by studies progressed during the year shall be added to this list. Schedules for installation shall be based on priorities or other requirements determined by the Commissioner.

The Suffolk County Council on Environmental Quality has reviewed our traffic signal program under this project and found that it constituted a Type II Action. The County Legislature concurred with this finding pursuant to Resolution No. 1175-1995.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "RESO-DPW-CP 5054.doc".

TL:WH:sk
attach.
cc Jim Morgo, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010
FAX (631) 852-4150

Intro. Res. No 1370 - 2009 Laid on the Table 4/28/09
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2009, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY CENTER C-001, RIVERHEAD (CP 1643)

WHEREAS, the Commissioner of Public Works has requested funds for continued improvements to the Riverhead County Center (C-001); and

WHEREAS, there are sufficient funds within the 2009 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,050,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature hereby determines that the Improvements to County Center, C-001, Riverhead, Town of Southampton constitutes a Type II action, as classified by Resolution 522-2003, pursuant to the provisions of Title 6 NYCRR Part 617.5(1) and (2), as this action concerns replacement and rehabilitation involving no substantial changes to an existing structure, or reconstruction of a structure or facility in kind; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (X) of the Suffolk County Charter to complete this project; and be it further

4th RESOLVED, that the proceeds of $2,050,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP- 1643.113 (Fund 001 Debt Service)	20	Improvements to County Center C-001, Riverhead	$50,000
525-CAP- 1643.316 (Fund 001 Debt Service)	20	Improvements to County Center C-001, Riverhead	$2,000,000

Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1370

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2009, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY CENTER C-001, RIVERHEAD (CP 1643)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		March 16th, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1370

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$194,399**	**$0.36**		$0.001

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$194,399**	**$0.36**		$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
Project Name
General Obligation Serial Bonds
Level Debt

1370

Term of Bonds: 15
Amount to Bond: $2,050,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$96,682.34	$97,716.67	$194,399.00	$194,399.00
			$46,554.07	$46,554.07	
5/1/2011	4.500%	$101,290.86	$46,554.07	$147,844.93	$194,399.00
			$44,139.97	$44,139.97	
5/1/2012	4.500%	$106,119.06	$44,139.97	$150,259.03	$194,399.00
			$41,610.80	$41,610.80	
5/1/2013	4.500%	$111,177.40	$41,610.80	$152,788.20	$194,399.00
			$38,961.07	$38,961.07	
5/1/2014	4.500%	$116,476.86	$38,961.07	$155,437.93	$194,399.00
			$36,185.04	$36,185.04	
5/1/2015	4.500%	$122,028.92	$36,185.04	$158,213.96	$194,399.00
			$33,276.69	$33,276.69	
	4.500%	$127,845.63	$33,276.69	$161,122.32	$194,399.00
			$30,229.70	$30,229.70	
5/1/2017	5.000%	$133,939.61	$30,229.70	$164,169.31	$194,399.00
			$27,037.47	$27,037.47	
5/1/2018	5.000%	$140,324.06	$27,037.47	$167,361.53	$194,399.00
			$23,693.08	$23,693.08	
5/1/2019	5.000%	$147,012.84	$23,693.08	$170,705.92	$194,399.00
			$20,189.27	$20,189.27	
	5.000%	$154,020.46	$20,189.27	$174,209.73	$194,399.00
			$16,518.45	$16,518.45	
5/1/2021	5.000%	$161,362.10	$16,518.45	$177,880.55	$194,399.00
			$12,672.66	$12,672.66	
5/1/2022	5.000%	$169,053.69	$12,672.66	$181,726.35	$194,399.00
			$8,643.54	$8,643.54	
5/1/2023	5.000%	$177,111.92	$8,643.54	$185,755.46	$194,399.00
			$4,422.38	$4,422.38	
	5.000%	$185,554.25	$4,422.38	$189,976.63	$194,399.00
		$2,050,000.00	$865,985.06	$2,915,985.06	$2,915,985.06

COUNTY OF SUFFOLK

FEB 23 2009
1370

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

THOMAS LAGUARDIA, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ben Zwirn, Deputy County Executive (2 copies)

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: February 23, 2009

RE: CP 1643 –Improvements to County Center C-001, Riverhead

Attached for your review is a draft resolution appropriating planning and construction funds for improvements to the County Center building in Riverhead. The funds will be used for planning and continued renovations to the buildings.

Resolution 522-2003 classified the project as a Type II action having no significant effect on the environment.

An e-mail copy of this letter has been sent to CE RESO Review and saved under the title Reso-DPW-CP1643 Resolution County Center.doc.

TL/TG/dk
Attachment
cc: Jim Morgo, Chief Deputy County Executive
Gilbert Anderson, P.E., Commissioner
Lou Calderone, Deputy Commissioner
Tedd Godek, R.A., County Architect
Keith Larsen, R.A., Assistant County Architect
~~Laura Conway, CPA, Chief Accountant~~
Kathy LaGuardia, Chief Auditor
Linda Brandolf, CPA, Capital Accounting
CE RESO Review (e-mail)

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4220
FAX (631) 852-4246

Intro. Reso. No. 1371-09 Laid on Table 4/28/09
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HEAVY DUTY VEHICLES FOR THE POLICE DEPARTMENT (C. P. 3135)

WHEREAS, the Police Commissioner has requested funds for the purchase of a replacement two-car-carrier; and

WHEREAS, there are sufficient funds within the 2009 Capital Budget and Program to cover the cost of said car carrier under Capital Project No. 3135; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $100,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2009 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, Resolution No. 321-2003 requires that no vehicles shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted by the Suffolk County Legislature"; now, therefore, be it

1st RESOLVED, that it is determined that this program with a priority ranking of fifty-five (55) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Env. Con. Law Art. 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(c)(25) and (27), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

3rd RESOLVED, that the proceeds of $100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Proj. No.	JC	Project Title	Amount
525-CAP-3135.523 (Fund 115-Debt Service)	28	Purchase of Heavy Duty Vehicle (Two-Car Carrier)	$100,000

and be it further

4th **RESOLVED**, as per Resolution No. 321-2003, the purchase of this vehicle is a replacement vehicle and shall not increase the County fleet, and is hereby approved by this legislature.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1371

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HEAVY DUTY VEHICLES FOR THE POLICE DEPARTMENT (C.P. 3135)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

Serial Bonds in the amount of $100,000 will be issued to finance this project. Principal and interest payments will be made over the life of the bond.

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

See attached debt service schedule.

8. Proposed Source of Funding

Serial Bonds

9. Timing of Impact

2010

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst	T Saunders	4-20-09

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1371

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$22,779**	**$0.05**		$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$22,779**	**$0.05**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
Project Name
General Obligation Serial Bonds
Level Debt

1371

Term of Bonds: 5
Amount to Bond: $100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$18,279.16	$4,500.00	$22,779.16	$22,779.16
			$1,838.72	$1,838.72	
5/1/2011	4.500%	$19,101.73	$1,838.72	$20,940.45	$22,779.16
			$1,408.93	$1,408.93	
5/1/2012	4.500%	$19,961.30	$1,408.93	$21,370.23	$22,779.16
			$959.80	$959.80	
5/1/2013	4.500%	$20,859.56	$959.80	$21,819.36	$22,779.16
			$490.46	$490.46	
5/1/2014	4.500%	$21,798.24	$490.46	$22,288.70	$22,779.16
		$100,000.00	$13,895.82	$113,895.82	$113,895.82

COUNTY OF SUFFOLK

MAR 9 2009

1371

MAR 0 9 2

STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: **Ben Zwirn, Assistant Deputy County Executive**
Suffolk County Executive's Office

FROM: **Richard Dormer, Police Commissioner**

DATE: **February 23, 2009**

SUBJECT: **INTRODUCTORY RESOLUTION REQUEST**

Per the 2009 Adopted Capital Budget, the Police Department requests the introduction of a resolution to appropriate funds in connection with the replacement of a heavy duty vehicle (two-car carrier) under Capital Project No. 3135.

Copies of a draft resolution, impact statement and introduction form are attached. An e-mail version was also sent to CE RESO REVIEW under the titles "Reso-POL-CP3135-2009"; "Backup-POL-C.P.3135-SCIN 175A"; and "Backup-POL-C.P.3135-SCIN 175B"; and "Back-up POL-C.P. 3135-cover letter-2009.

If you have any questions, please contact Edward Webber, Chief of Support Services Division, at 852-6230.

/ms
Att.

cc: Jim Morgo, Chief Deputy County Executive
Roger K. Shannon, Deputy Police Commissioner
~~Robert Anthony Moore, Chief of Department~~
Edward Webber, Chief, Support Services Division
Robert Scharf, Lieutenant, C.O., Staff Services Bureau
Thomas Reichert, P. O. 3500, Transportation Section
John Kirshey, Fleet Service Manager, Transportation Section
Patricia E. Sitler, Principal Program Examiner, Administrative Services Bureau

Intro. Res. No. 1372 -2009 Laid on Table 4/28/09
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING A LEASE AGREEMENT WITH RECHLER AT GABRESKI LLC, FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

WHEREAS, since adopting the 1981 Airport Master Plan the County of Suffolk County has worked on redeveloping a portion of Francis S. Gabreski Airport into an industrial park that would create year round, high paying, career type jobs for the east end and for all of Suffolk County; and

WHEREAS, in 2007 after comprehensive testimony from County agencies and many members of the community, the Town of Southampton prepared and adopted the Southampton Town Airport Planned Development District (APDD) Master Plan which delineates the permitted uses within the zoning district, and sets overall and individual site development criteria; and

WHEREAS, through resolution 151-2008 the County, as an involved agency, adopted a Findings Statement based upon the Town of Southampton's adopted Airport Planned Development District and its associated Final Generic Environmental Impact Statement; and

WHEREAS, the APDD is substantially consistent or conforms with the 1981 Master Plan, 1990 Master Plan Update, 1995 Central Pine Barrens Comprehensive Land Use Plan, 1992 Long Island Comprehensive Special Groundwater Protection Area Plan, the 1970 and 1999 Town of Southampton Master Plan, Suffolk County Industrial and Commercial Incentive Board Plan as adopted by Southampton Town and the Town of Southampton Eastport-Speonk-Remsenburg-Westhampton Area Plan and the Long Island Comprehensive Wastewater Treatment Management Plan; and

WHEREAS, in the summer of 2008 through a Request for Proposals, the Department of Economic Development and Workforce Housing solicited development proposals for a portion of the property delineated as the APDD and known now as the Hampton Business and Technology Park; and

WHEREAS, the result of this RFP was the selection of Rechler@GabreskiLLC as the developer/lessee of approximately 55 acres in the APDD, for a term of forty (40) years, at an annual rental rate of $222,275.00 for the first year of the lease term, which rent is subject to a schedule of periodic increases over the initial term of the lease; and

WHEREAS, pursuant to the terms of the lease the County will receive an additional $1,000,000.00 in accordance with the following schedule: $650,000.00 to be held in escrow and paid to the County upon the commencement of the lease, which requires among other things that lessee shall have received necessary approvals for the overall development of the premises, including approvals from the Town of Southampton, for zoning, and site plan; and $350,000.00 to be paid in twelve equal monthly installments over the first year of the lease term;

WHEREAS, the lease includes provisions requiring the authorization of the County to enter into severance leases between the County and Rechler@GabreskiLLC, or a division thereof, pertaining to individual building parcels within the overall premises, which severance leases are intended to facilitate the developer's ability to obtain financing for the construction phases; and

WHEREAS, the lease also includes a renewal option for an additional forty year term which may be exercised by the lessee with the consent of the County, which consent shall not be withheld so long as the lessee is a tenant in good standing; now therefore be it

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR)

and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2nd RESOLVED, that the County Executive or his designee, is authorized to execute a lease for the use of the above described property between and the County of Suffolk and Rechler@GabreskiLLC, in substantial accordance with the terms and conditions set forth above and with the agreement annexed hereto as Exhibit A; and

3rd RESOLVED, that the County Executive, or his designee, is authorized to consent, in accordance with the lease terms and conditions, on behalf of the County, to future severance leases, assignments, and the lease renewal option, without further legislative approval.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date OF Approval

EXHIBIT A

FRANCIS S. GABRESKI

GROUND LEASE

between

COUNTY OF SUFFOLK

and

RECHLER@GABRESKI LLC

DATE FOR REFERENCE PURPOSES: March 24, 2009

TABLE OF CONTENTS

		Page
Section 1.	Definitions	1
Section 2.	Description	4
Section 3.	Purpose	4
Section 4.	Term	5
Section 5.	Rent	17
Section 6.	Late Charges	21
Section 7.	Security	21
Section 8.	Infrastructure	22
Section 9.	Audit	22
Section 10.	Taxes and Utilities	22
Section 11.	Access.	24
Section 12.	Air Space Reservations And Use Restrictions	24
Section 13.	Use of the Premises	25
Section 14.	No Warranties by County	26
Section 15.	Construction, Restoration and Maintenance	27
Section 16.	Manner of Performance of Lessee's Work	29
Section 17.	Interference	29
Section 18.	Vesting of Improvements and Other Property and Interests	30
Section 19.	Surrender	31
Section 20.	Acceptance of Surrender	31
Section 21.	Negative Covenants	32
Section 22.	Intentionally Omitted	32
Section 23.	Indemnification	32
Section 24.	Insurance	33
Section 25.	Eminent Domain	36
Section 26.	Assignment, Subletting, Mortgage, or Sale of Lessee's Interests	38
Section 27.	Intentionally Omitted	41
Section 28.	Default Remedies/Damages	41
Section 29.	Notices	44
Section 30.	Liens	47

Section 31. Hazardous Substances and Waste 47
Section 32. Financing of Improvements 53
Section 33. Waiver of Redemption 57
Section 34. Quiet Enjoyment 57
Section 35. Insolvency 57
Section 36. Further Documents 58
Section 37. Public Relations 59
Section 38. Broker 59
Section 39. Paragraph Headings 59
Section 40. Force Majeure 59
Section 41. Miscellaneous 60
Section 42. Non-Discrimination Requirements 61
Section 43. Non-Discrimination In Services 61
Section 44. Prevailing Wage 61
Section 45. Waiver of Jury Trial 62
Section 46. Copies of Articles of Organization 62
Section 47. Intentionally Omitted 62
Section 48. Cooperation on Claims 62
Section 49. Representations and Warranties of Lessee 62
Section 50. Representations of County 63
Section 51. Not a Co-Partnership 64
Section 52. Relationship of the Parties 64
Section 53. County Representatives 64
Section 54. Intentionally Omitted 65
Section 55. No Implied Waiver 65
Section 56. Certification 65
Section 57. Set-Off Rights 65
Section 58. Non Responsible Party 65
Section 59. Intentionally Omitted 65
Section 60. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction 65
Section 61. Chemicals, Fungicides, Herbicides and Pesticides 66
Section 62. Suffolk County Legislative Requirements 66

Section 63. Governing Law 66
Section 64. Severability 66
Section 65. Right of First Refusal 66
Section 66. Obligation to be Reasonable 67
Section 67. Entire Agreement 67

GROUND LEASE AGREEMENT

THIS GROUND LEASE ("**Lease**") made as of the ___ day of _____, 2009, by and 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 ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING, AVIATION DIVISION** ("**Department**"), located at Francis S. Gabreski Airport, Westhampton Beach, New York, 11978, and **RECHLER@GABRESKI LLC** ("**Lessee**"), a Delaware limited liability company, having its office at c/o Rechler Equity Partners, 225 Broadhollow Road, Melville, New York 11747.

WITNESSETH:

Section 1. Definitions

For the purposes of this Lease, the following terms shall have the following meanings:

(i) "**Additional Rent**" shall have the meaning set forth in Section 5.03.

(ii) "**Airport**" means Francis S. Gabreski Airport, located in Westhampton Beach, Town of Southampton, Suffolk County, New York.

(iii) "**Appraiser**" shall have the meaning set forth in Section 5.02(b)(vii).

(iv) "**Approvals**" means any and all zoning, site plan, subdivision, plot or map approvals, special permits, variances, utility connection permits, water connection permits, sewer connection permits, wetland permits, environmental permits and approvals, storm water drainage permits, pollution plan approvals, ground disturbance and clearing approvals, and other discretionary or land use approvals from any Governmental Authorities (other than the Building Permits) as may be necessary for Lessee's development, construction, use and/or operation of any of the Initial Improvements.

(v) "**Approvals Documents**" shall have the meaning set forth in Section 4.01(c).

(vi) "**Building**" means each building comprising a part of the Initial Improvements.

(vii) "**Building Parcel**" shall have the meaning set forth in Section 4.02(a).

(viii) "**Building Permit(s)**" means the building permits from the applicable Governmental Authority to construct each Building.

(ix) "**Business Day(s)**" 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.

(x) "**Commencement Date**" means the date on which all of the following events shall have occurred: (A) Lessee shall have received all Approvals for the Initial Improvements, (B) Lessee shall have received the Building Permit required to construct the first Building, (C) all conditions precedent to this Lease as provided in Section 4.01(e) hereof shall have been satisfied, and (D) County shall have delivered the Premises to Lessee in the Required Delivery Condition.

(xi) "**County Approvals**" shall have the meaning set forth in Section 4.01(e)(iv).

(xii) "**County Road**" shall have the meaning set forth in Section 4.01(d)A.

(xiii) "**Development Phase**" shall have the meaning set forth in Section 4.02 (a).

(xiv) "**Effective Date**" shall mean the date on which this Lease shall have been executed and delivered by both Lessee and County, and County shall have received all County Approvals.

(xv) "**Escrow Agent**" shall have the meaning set forth in Section 7.01.

(xvi) "**Exercise Notice**" shall have the meaning set forth in Section 4.04(a).

(xvii) "**Governmental Authorities**" means the Town of Southampton, 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, including, but not limited to, the Federal Aviation Administration (the "**FAA**"), or any landmarks preservation agency, now existing or hereafter created, having jurisdiction over the Premises or any portion thereof.

(xviii) "**IDA**" shall have the meaning set forth in Section 3.03.

(xix) "**IDA Benefits**" shall have the meaning set forth in Section 3.04.

(xx) "**Impositions**" shall have the meaning set forth in Section 10.03.

(xxi) "**Improvements**" means the improvements to be constructed on the Property as contemplated by this Lease, including, but not limited to buildings, improvements, appurtenances, fixtures, machinery, and equipment, roads and project infrastructure.

(xxii) "**Initial Improvements**" means any Improvements Lessee shall construct and install in connection with its development of the Premises as shown on Lessee's Approvals Submissions, as same may be modified from time to time pursuant to the provisions of Sections 4.01(b) and 4.02(a) of this Lease.

(xxiii) "**Inspection Termination Date**" shall have the meaning set forth in Section 4.03(c).

(xxiv) "**Inspection Termination Notice**" shall have the meaning set forth in Section 4.03(c).

(xxv) "**Leasehold Mortgage**" shall have the meaning set forth in Section 32.01.

(xxvi) "**Leasehold Mortgagee**" shall have the meaning set forth in Section 32.01.

(xxvii) "**Lessee's Approvals Submissions**" shall have the meaning set forth in Section 4.01(b).

(xxviii) "**Lessee's Work**" shall have the meaning set forth in Section 16.01.

(xxix) "**Letter of Credit**" shall have the meaning set forth in Section 7.01.

(xxx) "**Material Event of Default**" shall have the meaning set forth in Section 4.04(a).

(xxxi) "**Obligatory Liens**" shall have the meaning set forth in Section 4.03(d).

(xxxii) "**Outside Approval Date**" means the date occurring twelve (12) months following the Effective Date.

(xxxiii) "**Outside Conditions Satisfaction Date**" shall have the meaning set forth in Section 4.01(e).

(xxxiv) "**Outside Delivery Date**" means the date occurring ninety (90) days after the date on which all of the Approvals shall have been received by Lessee.

(xxxv) "**Permitted Encumbrances**" shall have the meaning set forth in Section 4.03(d).

(xxxvi) "**Personal Property**" means the trade fixtures, furniture, furnishings, and office/business equipment and supplies now or hereafter located on or used in connection with the Premises, which are movable and not attached to the Premises or any part thereof and not necessary for the proper and efficient operation of the Improvements, excluding any property owned by third persons who are not, directly or indirectly, controlled affiliates of Lessee or any Subtenant.

(xxxvii) "**Preliminary Sketch**" shall have the meaning set forth in Section 4.02(a).

(xxxviii)"**Premises**" shall have the meaning set forth in Section 2.02.

(xxxix) "**Renewal Term Commencement Date**" shall have the meaning set forth in Section 4.04(c).

(xl) "**Required Delivery Condition**" shall have the meaning set forth in Section 4.01(d)B.

(xli) "**Requirements**" shall have the meaning set forth in Section 13.02.

(xlii) "**Severance Lease**" shall have the meaning set forth in Section 4.02(c).

(xliii) "**Sublease**" means any sublease, occupancy agreement, license, or concession agreement with respect to all or any portion(s) of the Premises, including, without limitation, all or any portion(s) of the Improvements.

(xliv) "**Subtenant**" means the subtenant, occupant, licensee or concessionaire, as the case may be, under a Sublease.

(xlv) "**VCA**" shall have the meaning set forth in Section 31.07(a).

Section 2. Description

Section 2.01 In consideration of the terms, conditions and covenants contained in this Lease, County grants to Lessee, and Lessee hereby accepts from County, the lease of unimproved property comprising approximately 55 acres, located at the Airport, as identified in the legal description attached hereto and made a part hereof as **Exhibit A** and further depicted on the survey attached hereto as **Exhibit B** (the "**Property**").

Section 2.02 The Property and the Improvements, the appurtenances appertaining to the Property and the Improvements, and the rights, easements, and privileges granted Lessee hereunder are collectively referred to as the "**Premises**."

Section 2.03 There are no warranties, expressed or implied, as to any condition apparent or unknown, except as otherwise stated in this Lease.

Section 3. Purpose

Section 3.01 The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this Lease by the authority of Suffolk County Resolution No. ____ - 2009, dated the ____ day of _____, 2009 (the "**Resolution**"). The Resolution is incorporated herein by reference, and Lessee has examined the Resolution. Lessee agrees to use the Premises substantially in accordance with the local zoning requirements for the Town of Southampton's Airport Planned Development District as in effect on the Effective Date ("**APDD**") and those provisions of the APDD Master Plan which have been enacted into law.

Section 3.02 The Property is leased to Lessee for any lawful purpose(s).

Section 3.03 County acknowledges that, as an integral component of the transaction contemplated by this Lease, Lessee is applying for certain benefits, incentives, real property tax, sales tax, and mortgage tax abatements and/or exemptions, financing, subsidies, energy discounts, refunds or payments, which Lessee believes to be necessary for the commercially feasible development, construction and use of the Premises (collectively, "**Benefits**") under

certain governmental incentive programs for which Lessee or the Premises may be eligible ("**Incentive Programs**"), including but not limited to, Incentive Programs provided by the New York State Industrial Development Agency (the "**IDA**"). County shall provide Lessee with all reasonable cooperation in connection with Lessee's application(s) for all such Benefits and otherwise in connection with the Incentive Programs.

Section 3.04 Without limiting the provisions of Section 3.03, in order to assist Lessee in obtaining any Benefits that may be available to Lessee in connection with any Incentive Programs, including, but not limited to Benefits provided by the IDA ("**IDA Benefits**"), County shall, within fifteen (15) days following Lessee's request delivered to the Department, at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788, Attention: Commissioner, execute, acknowledge, and deliver to Lessee, any necessary applications, consents, agreements, certifications and other documents (collectively, "**Incentive Documents**") and County shall provide Lessee with such further cooperation as may reasonably be requested by Lessee, in connection with the Incentive Programs. Notwithstanding any provision of this Section 3.04 to the contrary, in the event that (i) Lessee requires County to execute, acknowledge and deliver any Incentive Documents on an expedited basis in order to meet a deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting the Incentive Documents to County for execution), and (ii) Lessee's request to County for County's execution, acknowledgement and delivery of any Incentive Documents sets forth in bold type the following: "**THE REQUEST FOR ACTION SET FORTH IN THIS NOTICE CONSTITUTES AN EMERGENCY AND, ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS**", then County shall execute, acknowledge and deliver to Lessee such Incentive Documents within five (5) Business Days following delivery of Lessee's request addressed as set forth in this Section 3.04. If County shall fail to execute and deliver any such Incentive Documents within such 15-day or 5-Business Day period, as the case may be, then Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such Incentive Documents.

Section 3.05 County acknowledges and agrees that in order to obtain IDA Benefits, Lessee may be required to structure any IDA Benefits transaction as a lease transaction. In that connection, County agrees that, notwithstanding any provision of Article 26 to the contrary, its consent shall not be required for (i) the assignment by Lessee to the IDA of all of its right, title and interest in and to this Lease, and the sublease of the Premises by the IDA to Lessee, (ii) the sublease of the Premises by Lessee to the IDA, and the sub-sublease of the Premises from the IDA to Lessee or (iii) such other structure as the IDA shall require, in each case on such terms and conditions as shall be agreed to between Lessee and the IDA. County further acknowledges that the IDA shall be deemed to be a Leasehold Mortgagee and entitled to all of the rights and benefits of a Leasehold Mortgagee pursuant to Article 32.

Section 4. Term

Section 4.01 (a) The term of this Lease (the "**Term**") shall commence on the Commencement Date and shall expire at midnight on the last day of the month in which the fortieth (40th) anniversary of the Commencement Date occurs (the "**Expiration Date**"), or on

such earlier date that this Lease may terminate or expire as provided for in this Lease, subject to Lessee's right to renew this Lease as provided in Section 4.04, and Lessee shall have no further right or interest in the Premises or any part thereof, as of that time. If the Expiration Date does not fall on a Business Day, then this Lease shall end on the next Business Day. Following the occurrence of the Commencement Date, upon the request of either party, County and Lessee shall enter into an agreement confirming the Commencement Date and the Expiration Date.

(b) Subject to the provisions of this Lease, within sixty (60) days after the Inspection Termination Date, provided that Lessee shall not have terminated this Lease as provided in Section 4.03(c) hereof, Lessee shall make its initial application for the Approvals and shall use commercially reasonable efforts to obtain the Approvals; provided, however, Lessee shall not be required, in order to obtain any Approvals, to (i) make any changes to its site plan, the plans and specifications for the Initial Improvements, or any other submission to any Governmental Authority in connection with obtaining the Approvals (collectively, "**Lessee's Approvals Submissions**") which would adversely affect the commercial feasibility of Lessee's proposed development, construction, and use of the Premises, as determined by Lessee in good faith; provided, nevertheless, that Lessee shall make any change to Lessee's Approvals Submissions requested by the applicable Governmental Authority to the extent such requested change is required in order for the Initial Improvements to materially comply with the APDD or other applicable law, ordinance, code, rule or regulation (but the foregoing shall not be construed to include the VCA), (ii) agree to perform any on-site or off-site improvements or agree to any covenants, restrictions, easements or other encumbrances, (iii) institute any administrative or legal actions or proceedings, including any appeals, (iv) construct any roads or infrastructure other than as contemplated by Lessee's Approvals Submissions, and/or (v) pay any impact fees or incur any other expense whatsoever, other than customary application fees and professional fees.

(c) Lessee shall endeavor to reasonably coordinate Lessee's Approvals Submissions with the Department. County shall provide Lessee with all reasonable cooperation in connection with Lessee's efforts to obtain the Approvals on an expedited basis, including, but not limited to, by executing, acknowledging and delivering to Lessee, within fifteen (15) days following delivery of Lessee's request addressed to: Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York, 11980, Attention: County Architect, any applications or other documents reasonably necessary in connection with the application or request for, or the prosecution or issuance of, any of the Approvals (collectively, "**Approvals Documents**"), and furnishing all information in its possession or control which Lessee shall reasonably request and which is required in connection with the filing or prosecution of any applications or requests for, or the issuance of, any Approvals. Notwithstanding any provision of this Section 4.01(c) to the contrary, in the event that (i) Lessee requires County to execute, acknowledge and deliver any Approvals Documents or provide any of the information described in the immediately preceding sentence on an expedited basis in order to meet a deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting the Approvals Documents to County for execution), and (ii) Lessee's request to County for County's execution, acknowledgement and delivery of any Approvals Documents or for any such information sets forth in bold type the following: "**THE REQUEST FOR ACTION SET FORTH IN THIS NOTICE CONSTITUTES AN EMERGENCY AND, ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN**

FIVE (5) BUSINESS DAYS", then County shall execute, acknowledge and deliver to Lessee such Approvals Documents or furnish the requested information, as the case may be, within five (5) Business Days following delivery of Lessee's request addressed as set forth in this Section 4.01(c). If County shall fail to execute and deliver any such Approvals Documents or provide the required information within such 15-day or 5- Business Day period, as the case may be, then, Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such Approvals Documents or provide the required information to Lessee. County shall not appear in opposition to any action brought, sought or defended by Lessee before any Governmental Authority arising out of any applications by Lessee for any Approval, and if requested by Lessee, County shall appear before any Governmental Authority whose consent or support is required to obtain an Approval. The Approvals shall not be deemed to have been obtained until they are fully vested and all appeal periods have expired without the filing of an appeal by an objecting party or, in the event an appeal is taken, all appeals have been fully resolved in Lessee's favor and the time for filing any further appeals has expired without the filing of such further appeal. If, for any reason whatsoever (except as otherwise hereinafter provided in this Section 4.01(c)), Lessee does not receive all of the Approvals on or before the Outside Approval Date, notwithstanding any provision of this Lease to the contrary, Lessee shall have the right to terminate this Lease by giving written notice to County at any time after the Outside Approval Date and prior to Lessee's receipt of all of the Approvals. In addition, if at any time Lessee's application for any Approvals is denied and/or litigation is commenced against any Approvals and/or Lessee shall otherwise reasonably determine that there is not a reasonable likelihood that any Approvals will be timely obtained, then Lessee shall have the right to terminate this Lease by giving written notice to County at any time after Lessee's application is denied, such litigation is commenced or Lessee makes such determination, as the case may be, and prior to the issuance of all Approvals. In the event of any such termination, Escrow Agent shall deliver the Letter of Credit to Lessee, whereupon neither party shall have any further rights or liabilities pursuant to this Lease except those which expressly survive the termination of this Lease. Notwithstanding any provision of this Section 4.01(c) to the contrary, if (i) the applicable Governmental Authority requests Lessee to make any change to Lessee's Approvals Submissions in order to comply with the APDD as required by Section 4.01(b) of this Lease (a "**Required Change**"; it being understood that a Required Change shall not include any change that is required in order for the Initial Improvements to comply with the VCA), and (ii) Lessee shall fail to make such Required Change, and (iii) solely as a result of such failure Lessee does not receive one (1) or more Approvals and on that basis Lessee terminates this Lease pursuant to this Section 4.01(c), then, upon such termination Escrow Agent shall deliver the Letter of Credit to County, whereupon neither party shall have any further rights or liabilities pursuant to this Lease except those which expressly survive the termination of this Lease.

(d) A. As a material inducement to Lessee entering into this Lease, County shall, at County's sole cost and expense and in accordance with the provisions of this Lease, (i) construct an access road on the portion of the Airport crossing through the Premises and identified on the Preliminary Sketch as "Wallen Street" (the "**County Road**"), in a good and workmanlike manner and in accordance with the prevailing building and material specifications utilized by County for the construction of comparable roads in comparable commercial developments and in accordance with all applicable Requirements (the "**Road Work**"), and (ii)

bring to an underground location at the County Road, and make available for connection to the Premises, providing stubs and loops therefor, the following utilities and improvements in support of utilities, each having sufficient capacity for Lessee's proposed use of the Premises: water mains; water service; manholes where required; gravity sewer connection laterals; storm drainage; electricity; telephone and telecommunications conduits and structures; and gas (provided that the installation of the gas line shall be subject to the payment by Lessee as hereinafter provided; collectively, the "**Required Utilities Work**"). In addition, Lessee shall have the right to connect to (x) the existing water and sewer lines located along the Airport road known as "Sheldon Way" at the eastern border of the Premises, provided Lessee complies with all applicable County permit requirements, and (y) for such period of time as Lessee shall determine to be necessary, the existing overhead electric service at the Airport. Lessee acknowledges that the sewer line that will be installed by County as part of the Required Utilities Work shall extend to the portion of the County Road identified on the Preliminary Sketch as the "Circle" (the "**Circle**") and will not extend to County Road 31. Lessee shall pay the reasonable cost to install the gas line as provided in this Section as as shown on the invoice from the provider. Prior to commencing the Road Work, definitive plans for the Road Work (the "**Road Work Plans**") shall be prepared by County and submitted to Lessee. Following Lessee's review of the Road Work Plans, Lessee shall have the right to request changes thereto and County shall modify the Road Work Plans to incorporate any change requested by Lessee that does not increase (by more than a de minimis amount) the cost of performing the Road Work. County shall consider, in good faith, any other change to the Road Work Plans requested by Lessee and shall use its best efforts to incorporate such requested change into the Road Work Plans. Notwithstanding any provision of this Lease to the contrary, County agrees that (I) the County Road shall be located in the same location and shall have the same elevations, in each case as exists on the date hereof on the portion of "Wallen Street" shown on the Preliminary Sketch, (II) the Circle shall be in the location shown on the Preliminary Sketch, and (III) the County Road shall have the same access points as shown on the Preliminary Sketch. Neither the approval of the Road Work Plans (or any other plans for work being performed by County) by Lessee nor any other action taken with respect thereto by Lessee shall constitute an opinion or representation by Lessee as to the sufficiency of such plans or their compliance with any Requirements or impose any liability upon Lessee. On the Effective Date, County shall provide Lessee with evidence reasonably satisfactory to Lessee of the commitment of funds to pay the cost of the Road Work and the Required Utilities Work.

B. County shall deliver the Premises to Lessee in the Required Delivery Condition no later than the Outside Delivery Date. For purposes of this Lease the "**Required Delivery Condition**" means that (i) the Premises are vacant and free of any and all tenancies and occupancies, (ii) the Road Work has been sufficiently completed to support the reasonable and safe use thereof by Lessee and its contractors, agents and employees, for pedestrian and vehicular access to and from the Premises, including, but not limited to, for the purpose of transporting personnel, equipment, and supplies to and from the Premises in connection with the construction of the Initial Improvements and Lessee shall at all times have unimpeded access to the Premises, and (iii) either permanent or temporary utilities shall be readily available for connection by Lessee to the Premises. County shall give Lessee at least fifteen (15) days' prior notice of the date on which County shall deliver the Premises to Lessee in the Required Delivery Condition. Notwithstanding any provision of this Lease to the contrary, if County does not deliver the

Premises to Lessee in the Required Delivery Condition by the Outside Delivery Date, then, notwithstanding any provision of this Lease to the contrary, Lessee shall have the right to terminate this Lease by giving written notice to County at any time after the Outside Delivery Date and prior to the date on which County shall have delivered the Premises to Lessee in the Required Delivery Condition. In the event of any such termination, Escrow Agent shall deliver the Letter of Credit to Lessee, whereupon neither party shall have any further rights or liabilities pursuant to this Lease except those which expressly survive the termination of this Lease. If County shall not deliver the Premises to Lessee in the Required Delivery Condition on or before the Outside Delivery Date and Lessee shall not terminate this Lease as provided in this Section 4.01(d)(B), then notwithstanding any provision of this Lease to the contrary, Lessee shall be entitled to an abatement of one days' Rent for each day after the Outside Delivery Date that County fails to deliver the Premises in the Required Delivery Condition to Lessee.

C. County shall, no later than the date (the "**Substantial Completion Date**") occurring two hundred seventy (270) days after the date on which Lessee shall have received the Approvals, (i) substantially complete the Road Work, and (ii) complete the Required Utilities Work (the work described in clauses (i) and (ii) of this Section 4.01(d)C being hereinafter collectively called the "**Post Commencement Work**"). Prior to completion of the Required Utilities Work, County shall not suspend, interrupt or curtail the availability of any utilities that shall have been made available to the Premises as provided in Section 4.01(d)B hereof. The Road Work shall be deemed to have been substantially completed (subject to County's obligation to complete same) when (x) the same shall have been completed to the extent required to comply with the Required Delivery Condition, and (y) the County Road shall have been graded and defined by curbs. Notwithstanding the foregoing, no portion of the Post Commencement Work shall be deemed to be completed or substantially completed if any incomplete item thereof prevents the issuance of any sign-offs, certificates, or authorizations from any Governmental Authority, including, but not limited to, a certificate of occupancy, with respect to any Building. If County does not substantially complete all of the Post Commencement Work on or before the Substantial Completion Date (which Substantial Completion Date shall be extended by one day for each day that the substantial completion of the Post Commencement Work is delayed by reason of any actions of Lessee), then, notwithstanding any provision of this Lease to the contrary, Lessee shall be entitled to an abatement of one days' Rent for each day after the Substantial Completion Date that County fails to substantially complete the Post-Commencement Work. Following substantial completion of the Road Work and no later than thirty (30) days after the Substantial Completion Date, County shall pave the County Road and otherwise fully complete same in accordance with the plans and specifications therefor and the provisions of this Lease applicable thereto. If County shall fail to so complete the Road Work within such thirty 30-day period, Lessee shall have the same remedies for such failure as would be available for County's failure to substantially complete the Post-Commencement Work or any portion thereof by the Substantial Completion Date. The parties shall provide all reasonable cooperation to each other (at no cost to the cooperating party) in order to reasonably coordinate the performance of the Post Commencement Work by County, with the development of the Premises and the construction of the Initial Improvements by Lessee. The parties acknowledge and agree that such cooperation may include the granting by Lessee and County, as the case may be, of temporary access by County onto the Premises, and by Lessee onto portions of the Airport not included in the Premises, provided such access may not interfere (by more than a de minimis amount) with any

work being performed by the party providing same. County shall be responsible for any damage to the Premises resulting from County's activities on the Premises as herein provided and shall indemnify and hold harmless Lessee, from and against any and all claims, liability, costs and expenses, including reasonable attorneys' fees, which Lessee may incur as a result of such access by County. Lessee shall be responsible for any damage to County's property resulting from Lessee's activities on such property as herein provided, (provided that Lessee shall not be responsible for damage to the County Road in connection with its use thereof for the purposes permitted by this Lease) and shall indemnify and hold harmless County, from and against any and all claims, liability, costs and expenses, including reasonable attorneys' fees, which Lessee may incur as a result of such access by Lessee.

D. The County Road shall not be deemed to be included in the Premises and Lessee shall have no obligations or liability with respect thereto, including, but not limited to, the repair, maintenance, or insurance thereof, all of which shall be the obligation of County as provided in this Lease. Notwithstanding the foregoing or any other provision of this Lease to the contrary, (i) Lessee and its Subtenants and their respective employees, agents, contractors and invitees shall have full and unrestricted access to the County Road at all times, and (ii) County hereby grants to Lessee, an exclusive easement in and through the Circle (the "**Easement Area**") for the construction, maintenance, repair, and reconstruction by Lessee and its employees, contractors and agents, of such landscaping and other Improvements as Lessee determines in its reasonable discretion to be necessary or desirable in connection with Lessee's development of the Premises as contemplated by this Lease (the "**Easement Improvements**"); provided, however, Lessee shall not be obligated to perform any Easement Improvements. Lessee's use of the Easement Area shall be in accordance with all applicable Requirements and all applicable provisions of this Lease. County shall not take any action to interfere with or obstruct Lessee's use of the Easement Area for the purposes permitted by this Section. If at any time during the Term, Lessee shall exercise its rights to construct such Easement Improvements, then from and after such date and until Lessee shall have abandoned the Easement Area as hereinafter provided, Lessee shall be responsible for the repair and maintenance of the Easement Improvements and Lessee shall have the right to enter upon the Easement Area with personnel, machinery, and equipment in order to repair the Easement Improvements. At any time, Lessee may notify County that the Easement Area is not required by Lessee ("**Abandonment Notice**"). In such case, Lessee shall remove any Easement Improvements theretofore constructed and shall repair any unsafe condition resulting from such removal and Lessee shall have no further rights or obligations with respect to the Easement Area. In confirmation of the rights and obligations of the parties as herein provided, at the request of either party, County and Lessee shall execute, acknowledge and deliver to the other, an Easement Agreement in recordable form and in form and substance reasonably acceptable to County and Lessee, setting forth the rights and obligations of County and Lessee pursuant to this Section (the "**Easement Agreement**"), but failure to enter into such Easement Agreement shall not affect the rights and obligations of the parties as set forth in this Section. The requesting party shall have the right to record the Easement Agreement in the public land records at its sole cost and expense. In the event that Lessee shall give an Abandonment Notice at any time after the Easement Agreement shall have been recorded, then at the request of either party, County and Lessee shall execute, acknowledge and deliver to the other, an agreement in recordable form and in form and substance reasonably acceptable to County and Lessee terminating the Easement (the "**Termination**"), but failure to enter into such Termination shall

not affect the rights and obligations of the parties as set forth in this Section. The requesting party shall have the right to record the Termination in the public land records at its sole cost and expense.

(e) In addition to any other conditions set forth in this Lease, this Lease and Lessee's obligations hereunder shall be conditioned upon satisfaction of each of the following:

(i) The Premises shall be entitled to the benefit of the New York State Empire Zone as of the Effective Date;

(ii) All representations and warranties of County shall be true and correct;

(iii) Lessee's title company shall be unconditionally committed to issue a leasehold title insurance policy, at regular rates, insuring Lessee's leasehold interest in the Premises subject only to the Permitted Encumbrances (the foregoing title insurance policy issued at regular rates being hereinafter called the "**Required Title Policy**"); provided, however, if Lessee's title company shall be unwilling to issue such Required Title Policy then the condition set forth in this clause (iii) of this Section 4.01(e) may be satisfied if any national title company that is licensed to do business in New York State shall be willing to so issue the Required Title Policy; and

(iv) County shall have obtained and delivered to Lessee the written consent or approval of any persons or entities required to authorize County to enter into this Lease and consummate the transactions contemplated by this Lease, including but not limited to, the approval described in Section 41.05 which approval shall include, without limitation, the approval by the Suffolk County Legislature of the Renewal Option set forth in Section 4.04, Lessee's rights as provided in Section 26, and Lessee's right to cause County to enter into Severance Leases as provided in Section 4.02(c) (collectively, "**County Approvals**").

If the foregoing conditions precedent shall not have been satisfied on or before the date occurring ninety (90) days after the Effective Date ("**Outside Conditions Satisfaction Date**"), notwithstanding any provision of this Lease to the contrary, Lessee may terminate this Lease by giving written notice to County at any time after the Outside Conditions Satisfaction Date and prior to the date on which such conditions are satisfied. In the event of any such termination, Escrow Agent shall deliver the Letter of Credit to Lessee, whereupon neither party shall have any further rights and liabilities pursuant to this Lease except those which expressly survive the termination of this Lease.

Section 4.02 (a) County acknowledges and agrees that (i) Lessee shall have the right to develop the Premises in such number of phases as Lessee shall desire in accordance with Lessee's development plans and construction schedule (each, a "**Development Phase**"), and (ii) Lessee may make separate applications to the applicable Governmental Authorities at separate times for the Building Permit that is required to construct each Building. In order to facilitate the development and construction of the Premises in Development Phases, Lessee shall have the right to cause the subdivision of the Premises into separate parcels (and, at Lessee's option, separate tax lots) for each Development Phase or, at Lessee's option, for each Building and the

portion of the Premises on which such Building is to be constructed (each, a "**Building Parcel**"). County shall provide Lessee with all reasonable cooperation in connection with such subdivision, including, but not limited to, the execution and delivery of any documents reasonably required to expeditiously effectuate such subdivision, within fifteen (15) days following delivery of Lessee's request to: Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York, 11980, Attention: County Architect. Notwithstanding any provision of this Section to the contrary, if (i) Lessee requires County to execute, acknowledge and deliver any such documents on an expedited basis in order to meet a deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting such documents to County), and (ii) such request to County for County's execution, acknowledgement and delivery of any such documents sets forth in bold type the following: "**THE REQUEST FOR ACTION SET FORTH IN THIS NOTICE CONSTITUTES AN EMERGENCY AND, ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS**", then County shall execute, acknowledge and deliver to Lessee such documents within five (5) Business Days following delivery of Lessee's request addressed as set forth in this Section 4.02(a). If County shall fail to execute and deliver any such documents within such 15-Day or 5-Business Day period, as the case may be, then Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such documents. Lessee currently intends to subdivide the Premises into eight (8) Development Phases (each of which shall comprise a separate Building Parcel) as shown on the preliminary sketch annexed hereto as **Exhibit E** (the "**Preliminary Sketch**"). Notwithstanding the foregoing, Lessee shall have the right, from time to time, to increase or reduce the number of Development Phases and/or Building Parcels and to modify the Preliminary Sketch, in a commercially reasonable manner, to reflect a different configuration for the Development Phases and/or the Building Parcels and the location of the roadways and other infrastructure for the Premises.

(b) Notwithstanding any provision of this Lease to the contrary, if at any time after Lessee shall have received the Building Permit for the first Building proposed to be constructed, Lessee's application for any subsequent Building Permit is denied, and/or litigation is commenced against such Building Permit and/or Lessee shall otherwise reasonably determine that there is not a reasonable likelihood that such Building Permit will be timely obtained, then Lessee shall have the right to terminate this Lease with respect to the applicable Building Parcel by giving written notice to County at any time after Lessee's application is denied or Lessee makes such determination, as the case may be, and prior to the issuance of the applicable Building Permit. In the event of such termination, the Annual Rent payable under this Lease shall be reduced by an amount equal to the Annual Rent allocated to the applicable Building Parcel in accordance with Section 5.01(b). In the event that, prior to such termination, this Lease shall have been severed into Severance Leases in accordance with the provisions of Section 4.02(c), then Lessee shall have the right to terminate the Severance Lease covering such Building Parcel by giving written notice to County.

(c) At Lessee's option, at any time and from time to time, after the Inspection Termination Date, this Lease shall be severed into two (2) or more separate and distinct leases, each covering a distinct Building Parcel, on all of the terms and conditions set forth in this Lease (except to the extent any such provisions are not then applicable) as set forth in **Exhibit F-1**

annexed hereto (each, a "**Severance Lease**") except that (i) the legal descriptions of the Premises shall be appropriately modified to reflect the applicable Building Parcel that is the subject of a Severance Lease, and (ii) each reference to "this Lease" shall refer solely to the applicable Severance Lease. County agrees to execute and deliver to Lessee (or its designee, if requested by Lessee), within fifteen (15) days after delivery of Lessee's request from time to time, to County Architect, Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York, 11980, a Severance Agreement pursuant to which this Lease shall be severed as herein provided in the form annexed hereto as **Exhibit F-2** (the "**Severance Agreement**") and a Severance Lease, between County, as lessor, and Lessee (or its designee), as lessee, with respect to each Building Parcel. Notwithstanding any provision of this Section to the contrary, if (x) Lessee requires County to execute, acknowledge and deliver the Severance Agreement and/or any Severance Lease (collectively, the "**Severance Documents**") on an expedited basis in order to meet a deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting such Severance Documents to County), and (y) Lessee's request to County for County's execution, acknowledgement and delivery of such Severance Lease, sets forth in bold type that "**THE REQUEST FOR ACTION SET FORTH IN THIS NOTICE CONSTITUTES AN EMERGENCY AND, ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS**", then County shall execute, acknowledge and deliver such Severance Documents to Lessee within (5) Business Days following delivery of Lessee's request addressed as set forth in this Section. If County shall fail to execute and deliver any such Severance Documents within such 15-day or 5-Business Day period, as the case may be, then Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such Severance Documents to Lessee. Notwithstanding the severance of this Lease into Severance Leases, the total Annual Rent (as hereinafter defined) payable under all of the Severance Leases (or this Lease together with any Severance Leases that are in effect) shall (subject to the provisions of Section 4.02(b) hereof) be in the aggregate amount of the Annual Rent for the Premises set forth in **Schedule A**, provided that Lessee shall have the right to allocate and reallocate such Annual Rent among the Severance Leases (or this Lease together with any Severance Leases that are in effect), in a commercially reasonable manner as provided in Section 5.01(b).

(d) At any time during the Term, Lessee may, if in its sole discretion it elects to do so, execute and deliver, and cause to be recorded against County's fee interest in the Premises (or any part thereof), such easements, covenants, waivers, approvals and/or restrictions for utilities, parking and other matters as Lessee may desire for the operation of the Premises including, but not limited to, a reciprocal easement and operating agreement, (collectively, "**REA Documents**") which REA Documents shall be in form and substance acceptable to Lessee and its Leasehold Mortgagee(s); provided, however, if any REA Document shall affect the County Road or any other property owned by County outside of the Premises, Lessee shall be required to obtain the written consent of the Suffolk County Department of Public Works ("**DPW**") to such REA Document, which consent shall not be unreasonably withheld or delayed, provided such REA Document shall not materially adversely affect County's use of the County Road or any County property outside of the Premises. If DPW's consent to any REA is required pursuant to this Section 4.02(d) and DPW does not give written notice to Lessee denying its consent to such

REA Document, (which notice shall set forth the basis of such denial in reasonable detail), within fifteen (15) days after delivery of such request to: DPW at 335 Yaphank Avenue, Yaphank New York 11980 Attn: Chief Deputy Commissioner, then DPW shall be deemed to have granted its consent to such REA Document. Lessee shall also have the right, from time to time during the Term, to amend such REA Documents, each such amendment to be in form and substance acceptable to Lessee and its Leasehold Mortgagee(s), and to join in such third parties having an interest in the Premises (or any part thereof) as Lessee shall require. If Lessee determines that, in order for the REA Documents to be effective and/or to be properly recorded, County shall be required to join in the execution of any of the REA Documents, then County shall, at the request of Lessee, (provided that any consent required from the Suffolk County Department of Public Works pursuant to this Section 4.02(d) shall have been given or deemed given) execute and deliver such REA Documents to Lessee within fifteen (15) Business Days after delivery of an execution copy of such REA Document to Suffolk County Department of Law at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788, Attention: County Attorney and, thereafter, cooperate with Lessee's efforts to record same against County's fee interest in the Premises (or any part thereof). If County shall fail to execute and deliver any such REA Document within such 15-Business Day period, then Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-Business Day period that County fails to execute, acknowledge and deliver such REA Documents to Lessee. At Lessee's request, County shall dedicate or transfer, at Lessee's expense, minor non-essential unimproved portions of the Premises for road, highway or other public purposes to the extent such dedications or transfers are consistent with the commercially reasonable development of the Premises or any particular Development Phase or Building Parcel.

Section 4.03 (a) Within five (5) days after the Effective Date, County shall provide Lessee with true, correct, and complete copies of all studies, tests, reports, plans, drawings, surveys, agreements, and documents with respect to the Premises that are in County's possession or control, including, without limitation: (i) all title policies, title commitments, title reports, title opinions, title and zoning documents, appraisals, surveys, deeds, easements, deeds of trust or mortgages, declarations and restrictive covenants and other title exceptions; and (ii) all soil, engineering, structural, geotechnical, flood, and environmental studies, tests, reports, documents, and correspondence.

(b) Following execution of this Lease by Lessee and at all times thereafter until an Inspection Termination Notice is given, Lessee shall have the right to inspect and investigate the Premises; review and evaluate the Requirements applicable to the Premises and the development thereof and the availability and probability of Lessee's receipt of all necessary Approvals and reasonably available governmental benefits, including but not limited to, benefits and incentives existing by reason of the Premises being located in a New York State Empire Development Zone, IDA Benefits and Benefits pursuant to any other Incentive Programs; obtain surveys and other similar materials; review, and evaluate the state of title of the Premises; review and evaluate the availability of utilities and drainage facilities and easements therefor; review and evaluate the access to the Premises and matters such as curb cuts, crossovers, traffic signalization and the like; review and evaluate any environmental conditions of the Premises; and review and evaluate any other matter relating to Lessee's anticipated development and use of the Premises and/or the value, cost, utility or feasibility thereof. Lessee (and its employees, agents, and consultants) shall have the right, at all reasonable times following the Effective Date, upon

reasonable prior notice to County, to enter upon the Premises, conduct (or have conducted on Lessee's behalf) physical inspections of the Premises and perform soil, groundwater, engineering, traffic, environmental and other tests, studies, reviews and/or inspections and pre-construction activities on, at, upon, in, under and with regard to the Premises. County shall reasonably cooperate with Lessee in connection with all of the foregoing. Prior to entering upon the Premises, Lessee shall provide County with evidence that Lessee or Lessee's representative, consultant or contractor has obtained reasonable liability insurance for personal injury and property damage occurring by reason of Lessee's activities upon the Premises.

(c) At all times following the Effective Date, (subject to the provisions of Section 4.01 of this Lease and this Section 4.03(c)) Lessee shall diligently pursue development of the Premises in good faith. If the results of any of Lessee's tests, studies, reviews, inspections and/or investigations pursuant to this Section 4.03 indicate that Lessee's proposed development, construction and use of the Premises is not legally or commercially feasible (including, without limitation, by reason of Lessee not having received the IDA Benefits), as determined by Lessee in its sole and absolute discretion, then Lessee may terminate this Lease by giving written notice of termination to County ("**Inspection Termination Notice**") on or before the date occurring forty-five (45) days after the Effective Date (the "**Inspection Termination Date**"). In the event of any such termination, (i) Lessee shall restore any portion of the Premises that was damaged (except for any immaterial damage) by reason of its activities thereon, to substantially its condition prior to the occurrence of such damage, and (ii) Escrow Agent shall deliver the Letter of Credit to Lessee, whereupon neither party shall have any further rights and liabilities pursuant to this Lease except those which expressly survive the termination of this Lease.

(d) Lessee may, at Lessee's sole expense, obtain a preliminary title report or a commitment for a leasehold title insurance policy for the Premises (collectively, the "**Title Commitment**") and a current survey of the Premises (the "**Survey**") from a title company selected by Lessee that is licensed to do business in New York State. Lessee shall give notice to County (the "**Objection Notice**") of any exceptions to title as shown on the Title Commitment and/or the Survey to which Lessee objects ("**Objections**") on or prior to the Inspection Termination Date. If, after the Inspection Termination Date, the Title Commitment and/or the Survey is updated and either of such updates shows new or additional Objections, Lessee may give an Objection Notice to County with respect to any such Objections that are not Permitted Encumbrances. For purposes hereof, a "**Permitted Encumbrance**" means any title exception set forth on the Title Commitment to which Lessee has not objected in writing on or prior to the Inspection Termination Date. County shall advise Lessee, within ten (10) days after receipt of an Objection Notice as to whether County is willing to cure the Objections (except that County shall be required to use its best efforts to cure any Obligatory Liens). If County does not advise Lessee whether it is willing to cure the Objections within said ten (10) day period, County shall be deemed to have elected to cure the Objections. County shall have thirty (30) days after receipt of the Objection Notice in which to remove such Objections. If County is unable to remove such Objections, Lessee shall have the right to terminate this Lease by giving County written notice thereof within thirty (30) days after the expiration of such 30-day period. In the event of any such termination, Escrow Agent shall deliver the Letter of Credit to Lessee, whereupon neither party shall have any further rights and liabilities pursuant to this Lease except those which expressly survive the termination of this Lease. Notwithstanding any provision of this Section to the contrary, if, after the Effective Date, any update to the Title Commitment shall disclose any

judgments, liens and/or other encumbrances that may be satisfied by payment of a liquidated amount (collectively "**Obligatory Liens**"), County shall use its best efforts to satisfy and cause to be removed of record, all such Obligatory Liens. If, notwithstanding County's best efforts to cure any such Obligatory Liens, County is unable to do so, Lessee shall have the right, but not the obligation, to cure such Obligatory Liens. If Lessee shall exercise its right to cure such Obligatory Liens, Lessee shall provide notice to County setting forth the amount expended by Lessee to cure such Obligatory Liens and Lessee shall be entitled to a credit against the Rent in the amount so expended by Lessee. County shall cooperate with Lessee, in all reasonable respects, in connection with Lessee's procurement of a Leasehold Title Insurance policy, including, without limitation, by providing Lessee's title company with such documents and executing such affidavits as Lessee shall reasonably request.

Section 4.04 (a) Lessee shall have the right to renew this Lease (the "**Renewal Option**") for a single additional period of forty (40) years (the "**Renewal Term**"), with County's consent, which consent County shall grant if no Material Event of Default shall exist on the date the Exercise Notice is given. For purposes of this Lease a "**Material Event of Default**" shall mean (i) a default by Lessee under clauses (1) (3), (4), (6) or (7) of Section 28.01, as to which notice has been given and the applicable cure period as set forth in such Section 28.01 (if any) has expired, without Lessee having cured such default, (ii) a default by Lessee in the performance of any other obligation under this Lease, as to which notice has been given and the applicable cure period has expired, without Lessee either having cured such default or having offered a reasonable excuse for Lessee's failure to cure such default, which Event of Default has also occured two (2) or more times in the twelve (12) consecutive month period immediately preceding the date of the Exercise Notice. If Lessee desires to exercise the Renewal Option ("**Lessee's Renewal**"), Lessee shall give County written notice of such election ("**Exercise Notice**") addressed to County at Department of Economic Development and Workforce Housing, H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788, Attention: Deputy Commissioner, at least twelve (12) months prior to the Expiration Date. If Lessee gives the Exercise Notice to County as provided in this Section 4.04(a), and County reasonably believes that a Material Event of Default exists as of the date the Exercise Notice is given, then (and only in such event) County may deny its consent to Lessee's Renewal, provided that such denial of consent shall not be effective unless County shall, within ten (10) Business Days after the date on which the Exercise Notice shall have been given to County, give written notice to Lessee denying its consent to Lessee's Renewal and describing, in reasonable detail, the Material Event of Default which County believes to exist ("**Substantiated Denial Notice**"). If County does not give the Substantiated Denial Notice to Lessee within such ten (10) Business Day period, then County shall be deemed to have granted its consent to Lessee's Renewal.

(b) County acknowledges that its denial of consent to Lessee's Renewal in violation of the provisions of Section 4.04(a) shall likely expose Lessee to substantial damages and consequently, notwithstanding any provision of this Lease to the contrary, if Lessee disputes, in good faith, the basis of County's denial of such consent (which County agrees shall be effective only if given within the time period and otherwise in accordance with the provisions of Section 4.04(a)), then unless and until a final non-appealable order from a court of competent jurisdiction has been made (a "**Final Determination**") that County properly denied its consent to Lessee's

Renewal, (i) Lessee shall not be required to vacate the Premises notwithstanding the occurrence of the Expiration Date, and (ii) Lessee shall be entitled to abate all Rent from and after the giving of the Substantiated Denial Notice. In the event of a Final Determination that County properly denied its consent to Lessee's Renewal, then Lessee shall (x) repay to County the Rent that was abated in accordance with the provisions of this Section 4.04(b), with interest thereon at the annual rate publicly announced by J.P. Morgan Chase Bank, N.A., or its successor, as its "prime rate" (or such other term as may be used by such bank, from time to time, for the rate presently referred to as its "prime rate") as in effect on the date of the Final Determination, and (y) vacate the Premises in accordance with Section 19 of this Lease on the later of the date occurring (I) thirty (30) days after the date of the Final Determination, and (II) the Expiration Date. In the event of a Final Determination that County improperly denied its consent to Lessee's Renewal, the Renewal Term shall be deemed to have commenced as of the Renewal Term Commencement Date and Lessee shall not be required to repay any portion of the abated Rent to County. If Lessee elects to cure such Material Event of Default, then upon such cure the Renewal Term shall be deemed to have commenced as of the Renewal Term Commencement Date.

(c) Subject to the provisions of Section 4.04(a) of this Lease, if Lessee exercises the Renewal Option, the Renewal Term shall commence on the date immediately following the Expiration Date (the "**Renewal Term Commencement Date**"), the Annual Rent payable during the Renewal Term shall be as set forth in Section 5.02 of this Lease, and Lessee's lease of the Premises during the Renewal Term shall be otherwise on all of the terms, covenants and conditions of this Lease (except that Lessee shall have no further right to renew the Term). Except as otherwise expressly provided in this Lease, references in this Lease to the Term shall include the Renewal Term. The provisions of this Section 4.04 are self-operative and require no further instruments to give effect hereto; provided, however, that either party shall promptly execute, acknowledge, and deliver any instrument that the other party may reasonably request (i) evidencing Lessee's Renewal, (ii) setting forth the Annual Rent payable during the Renewal Term and the other terms and conditions of Lessee's tenancy, and (iii) containing such other terms and conditions as may be reasonably requested by either party.

Section 5. Rent

Section 5.01 (a) "**Annual Rent**" for the Premises during the initial Term shall be as set forth on **Schedule A** hereto. As used in **Schedule A** the term "**Lease Year**" shall mean the twelve (12)-month period commencing on the Commencement Date, if it is the first day of a month, or the first day of the first full calendar month immediately following the Commencement Date if the Commencement Date is other than the first day of a month, and each period of twelve (12) full consecutive calendar months thereafter occurring during the Term, except that (i) the first Lease Year shall include the partial month, if any, commencing on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date occurs, and (ii) the final Lease Year shall end on the Expiration Date.

(b) Notwithstanding any provision of this Lease to the contrary, Lessee shall have the right to allocate and reallocate the Rent among the proposed Building Parcels, in a commercially reasonable manner, based upon the rentable square foot area of the Building proposed to be constructed thereon by Lessee, and County agrees, within fifteen (15) days after delivery of Lessee's request to Suffolk County Department of Law at H. Lee Dennison Building, 100

Veterans Memorial Highway, Hauppauge, New York 11788 Attention: County Attorney, to execute and deliver to Lessee any modification to this Lease and/or to any one or more Severance Leases in order to confirm such allocation or reallocation. Notwithstanding any provision of this Section 5.01(b) to the contrary, if (i) Lessee requires County to execute, acknowledge and deliver any such modification on an expedited basis in order to meet a deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting such modification to County for execution), and (ii) such request to County to execute, acknowledge and deliver any such modification sets forth in bold type the following: "**THE REQUEST FOR ACTION SET FORTH IN THIS NOTICE CONSTITUTES AN EMERGENCY AND ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS**", then County shall execute, acknowledge and deliver such modification to Lessee within five (5) Business Days following delivery of Lessee's request addressed as set forth in this Section. If County shall fail to execute and deliver any such modification within such 15-day or 5-Business Day period, as the case may be, then Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such modification.

(c) All remittances required to be made to County shall be in lawful money of the United States of America, payable to the "**Suffolk County Department of Economic Development and Workforce Housing, Division of Aviation,**" Francis S. Gabreski Airport, Westhampton Beach, New York, 11978.

Section 5.02 (a) The Annual Rent payable as of the Renewal Term Commencement Date shall be an amount equal to the Fair Market Rental Value, provided that in no event shall the Annual Rent for the entire Premises be less than $1,012,495.62 or greater than $1,237,494.64. 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 as unimproved land, determined as of the date occurring twelve (12) months prior to the Expiration Date, taking into account all reasonably relevant factors but without regard to any Improvements made to the Premises by Lessee.

(b) County and Lessee shall attempt to agree on the Fair Market Rental Value no later than eleven (11) months prior to the Renewal Term Commencement Date. Subject to the provisions of Section 5.02(a), in the event that County and Lessee cannot agree on the Fair Market Rental Value by the date which is eleven (11) months prior to the Renewal Term Commencement Date, then the Fair Market Rental Value shall be determined by appraisal in accordance with the following:

(i) At least ten (10) months prior to the Renewal Term Commencement Date, each party shall appoint an Appraiser (as hereinafter defined) and shall notify the other party in writing of the name and address of the Appraiser so chosen.

~~(ii) If either party shall fail to appoint an Appraiser and to serve notice thereof~~ as aforesaid, within the time specified above, then the appointment of the second Appraiser shall be made in the same manner as hereinafter provided in the second sentence of paragraph (iii) below for the appointment of a third Appraiser in a case where

the two Appraisers appointed hereunder and the parties are unable to agree upon such appointment.

(iii) The Appraisers so chosen shall each prepare a written appraisal setting forth such Appraiser's determination of the Fair Market Rental Value and exchange sealed envelopes each containing such Appraiser's written determination. If either Appraiser shall have failed to provide the other Appraiser with its determination of the Fair Market Rental Value within thirty (30) days after the appointment of the second Appraiser, then the party hereto whose Appraiser submitted its determination within said 30-day period, may give notice ("**Warning Notice**") to the party whose Appraiser did not timely submit its determination, and if such other party shall not, within twenty (20) days after its receipt of the Warning Notice, cause its Appraiser to submit its determination of the Fair Market Rental Value, then the Fair Market Rental Value as determined by the Appraiser of the party that had the right to give and gave such Warning Notice shall be conclusive and binding upon the parties hereto. 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 Lessee's Appraiser shall herein be called "**Lessee's Submitted Value**." Copies of such written determinations shall promptly be sent to both County and Lessee. 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 Fair Market Rental Value shall be deemed to be the average of the two determinations. 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 Appraisers submitted their respective Fair Market Rental Value determinations, the two Appraisers shall together appoint a third Appraiser. In the event of their being unable to agree upon such appointment within said ten (10) Business Day period, the third Appraiser shall be selected by the parties themselves if they can agree thereon within a further period of ten (10) Business Days. 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 third 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 third Appraiser. Within ten (10) Business Days after the appointment of such third Appraiser, County's Appraiser shall submit County's Submitted Value to such third Appraiser and Lessee's Appraiser shall submit Lessee's Submitted Value to such third Appraiser. Such third 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 Lessee specifying whether County's Submitted Value or Lessee'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 Lessee.

(iv) 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.

(v) 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 third Appraiser, if any, shall be borne equally by both parties.

(vi) If Fair Market Rental Value is not determined as of the Renewal Term Commencement Date, then pending determination thereof or resolution of any such dispute with respect thereto, Lessee shall pay as Annual Rent an amount equal to the average of County's Submitted Value and Lessee's Submitted Value and when the determination has been made, an appropriate retroactive adjustment shall be made as of the Renewal Term Commencement Date. Overpayments shall be paid by County to Lessee and underpayments shall be paid by Lessee to County, within thirty (30) days after such determination.

(vii) 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 development property in Suffolk County.

(c) The Annual Rent shall be increased every five (5) years during the Renewal Term commencing on the fifth anniversary of the Renewal Term Commencement Date, to an amount equal to one hundred four (104%) percent of the Annual Rent payable during the previous five (5) year period.

(d) An example of the operation of this Section 5.02 is as follows: if the Fair Market Rental Value as of the Renewal Term Commencement Date is determined to be $1,100,000.00 then the Annual Rent for each of the five (5) years commencing on the Renewal Term Commencement Date would be $1,100,000.00 and the Annual Rent for the five (5) year period commencing on the fifth anniversary of the Renewal Term Commencement Date would be $1,144,000.00 (i.e., $1,100,000.00 [the Annual Rent payable for the five (5) year period commencing on the Renewal Term Commencement Date] multiplied by 104%, such sum to be increased every five (5) years thereafter to equal 104% of the Annual Rent payable during the previous five (5) year period).

Section 5.03 Lessee shall pay "**Rent**," meaning Annual Rent, and any other additional fees or payments required to be paid to County hereunder ("**Additional Rent**") without abatement, offset, or deduction, except as otherwise provided for in this Lease. Lessee shall pay to County, in lawful money of the United States: (i) Annual Rent in equal monthly installments, on the tenth day of each calendar month during the Term, commencing on the applicable Rent Commencement Date, and (ii) Additional Rent, at the times and in the manner set forth in this Lease. If any Rent Commencement Date is not the first day of a month, Annual Rent for such month shall be prorated based upon the number of days occurring in such month.

Section 5.04 Rent due County by Lessee which remains unpaid upon expiration or earlier termination of this Lease shall remain an obligation of Lessee and shall survive such expiration or earlier termination. Penalties shall continue to accrue at the rate set forth in Section 6 until such time as the unpaid balance is liquidated.

Section 6. Late Charges

Section 6.01 Lessee shall be liable for a penalty of one and one half percent (1.5%) per month for any part of the Rent required to be paid to County hereunder not paid by the 15th day of the month when it is due. In addition to the overdue rent, such penalty shall accrue on the unpaid balance, which includes any previously accrued and unpaid penalties and fees, until said unpaid balance is liquidated. For any payment which is less than a full month late, the penalty shall be assessed at the rate of five one hundredths of one percent (.05%) per day.

Section 6.02 Each late charge shall be payable immediately upon demand made at any time therefor by County. No acceptance by County of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of County of payment of any late charge or late charges payable under the provisions of this Section 6 with respect to such unpaid amount. Each late charge shall be and become additional fees, recoverable by County in the same manner and with like remedies as if it were originally a part of the Rent payable hereunder. Nothing in this Section 6 is intended to or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of County under this Lease, including without limitation, County's rights set forth in Section 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 6 shall exceed a legal maximum, such late charge payable under this Lease shall be payable instead at such legal maximum.

Section 7. Security

Section 7.01 Upon the Effective Date, Lessee shall deposit a good faith deposit in the sum of Six Hundred Fifty Thousand and 00/100 ($650,000.00) Dollars (such deposit shall hereafter be called the "**Security**"). The Security may be paid by Lessee, in Lessee's sole discretion, in cash or by one or more stand-by letters of credit (collectively, the "**Letter of Credit**"), with County designated as the beneficiary, and shall be deposited with a title company chosen by Lessee, as escrow agent ("**Escrow Agent**"). Escrow Agent shall hold the Security in escrow pursuant to an escrow agreement among County, Lessee and Escrow Agent in the form annexed hereto as **Exhibit G** , with such reasonable changes as Escrow Agent may request that are reasonably acceptable to County and Lessee (the "**Escrow Agreement**"). In the event this Lease is terminated prior to the Commencement Date, the Security shall be returned to Lessee (except as otherwise expressly provided in Section 4.01(c) of this Lease). On the Commencement Date, if the Security is in the form of a Letter of Credit, Lessee shall deliver a cash deposit to Escrow Agent in the amount of the Security, whereupon Escrow Agent shall simultaneously return the Letter of Credit to Lessee. Upon delivery of the Letter of Credit to Lessee, the amount so deposited by Lessee with Escrow Agent shall be held by Escrow Agent in accordance with the Escrow Agreement and paid by Escrow Agent to County on the Commencement Date.

Section 8. Infrastructure

Section 8.01 County shall maintain in good condition and make all required repairs and replacements to, the County Road and the other lands of the Airport (and any other premises adjacent to the Premises) which are in its ownership and not part of the Premises, including, but not limited to, landscaping, roads, and signage and all systems, utilities, and facilities that serve the Premises and are located outside of the Premises (including, but not limited to, systems, utilities, and facilities located beneath or within the County Road).

Section 8.02 Lessee shall maintain in good condition, the Premises, including, but not limited to, landscaping, roads and signage.

Section 9. Audit

Section 9.01 Lessee agrees to keep the books of account and records, and other evidence pertaining to operations under this Lease, and to establish a system of bookkeeping and accounts which are in accordance with generally accepted real estate practice. All of the books and records shall be physically located in Lessee's office located in New York State and shall be retained for three (3) years after the end of this Lease.

Section 9.02 Solely to the extent required by applicable Requirements, Lessee shall permit inspection of said books and records by the Commissioner of the Department of Economic Development and Workforce Housing and the Suffolk County Comptroller (the "**Comptroller**") and shall be made available for reasonable audit by the Comptroller or his duly designated representative. Such access shall be granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information, or financial information that is privileged or confidential.

Section 10. Taxes and Utilities

Section 10.01 Subject to the provisions of Section 4.01(d)A, Lessee, at Lessee's sole cost, shall be responsible for the installation on the Premises of the following utilities as may be required for Lessee's use of the Premises: water mains; water service; manholes where required (which shall be 4 feet in diameter from inside to serve sewers of 8 inches diameter or larger); gravity sewer connection laterals; storm drainage; primary and secondary electric cable, structures, and devices; telephone cable and conduit; and data cable and conduit. Without limiting the generality of the foregoing, Lessee shall pay any and all connection fees, assessments, and service charges for public or private utility service to or for the Premises, including, without limitation heat, light, electricity, water, gas, telephone/communication service, garbage collection, and sewage and drainage services. Lessee shall have the right to enter upon portions of the Airport outside of the Premises, in accordance with the provisions of Section 4.01(d)A, as may be necessary in order to connect the utilities serving the Premises to the Required Utilities Work and to make any other utility connections required by Lessee. At no time shall County take any action or negligently fail to take any action, which would interrupt, suspend or curtail any utilities or services to the Premises.

Section 10.02 Lessee shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required in order to service the Premises and any appurtenances thereto. County covenants and agrees to reasonably consent thereto and to execute and all documents, agreements and instruments in order to effectuate the same, all at Lessee's cost and expense.

Section 10.03 Lessee shall pay, when due, each and every one of the following taxes levied against the Premises for periods falling within the Term ("**Impositions**"):

(i) All real property taxes or payments in lieu thereof due with respect to the Premises or any portion thereof;

(ii) Taxes due or which may be due upon or with respect to the leasehold estate created by this Lease, or the rents payable or paid by Lessee to County, including any business and occupation and leasehold excise taxes;

(iii) All taxes imposed on or with respect to personal property and intangibles located in or used in connection with the Premises;

(iv) All assessments and similar charges with respect to the Premises for public improvements or benefits, such as fire protection, which are assessed during the Term of this Lease; and

(v) All other rents, rates, and charges, excises, levies, license fees, permit fees, inspection fees, and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including interest and penalties thereon), which at any time during or in respect of the Term may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon the Premises or any part thereof, or any estate, right or interest therein, or any occupancy, use or possession of or activity conducted on the Premises or any part thereof.

Notwithstanding any provisions hereof to the contrary, in no event shall Impositions include any income or franchise tax levied upon the income, rent, profits, business or estate of County or any transfer, gross receipts, inheritance or estate tax.

Section 10.04 If, by law, any Impositions may, at the option of the taxpayer, be paid in installments, Lessee may exercise such option, and shall pay all such installments (and interest, if any) becoming due during the Term as the same become due (including any installment with respect to any assessment which may be payable following the Commencement Date) and shall at the end of the Term, deposit with County an amount sufficient to pay Lessee's pro rata share of all Impositions for the calendar year (or portions thereof) in which this Lease terminates. Payments for any partial period covered by this Lease shall be prorated.

Section 10.05 Lessee shall furnish to County, upon request, for inspection, (unless being contested in conformity with Section 10.06), official receipts of the appropriate taxing authority or other proof satisfactory to County evidencing the payment of such Imposition.

Section 10.06 Lessee, 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 Imposition or lien therefor, or any other lien, encumbrance or charge against the Premises arising from work done or materials provided to or for Lessee, if:

(i) Such proceedings suspend the collection thereof from County, Lessee and the Premises, unless Lessee has paid the Imposition or furnished security as provided in subparagraph (ii) of this Section 10.06; and

(ii) If a lien is filed against the Premises, Lessee 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 10.07 Lessee shall indemnify, protect, and hold harmless County and the Premises from any lien or liability with respect to any such Imposition or contest thereof, including all costs and expenses relating thereto.

Section 11. Access.

Subject to the rights of any Subtenants (or anyone claiming by through or under such Subtenants), County shall have reasonable rights of entry upon those portions of the Premises as are required for the purpose of inspecting, repairing, replacing and maintaining the County Road as required by this Lease, provided such action by County shall not (by more than a de minimis extent) interfere with or interrupt the use and operation of the Premises by Lessee or any Subtenants (or anyone claiming by through or under such Subtenants) and shall be at the sole cost and expense of County. Such right of entry may be granted by County to third parties solely for the purposes set forth in this Section 11, subject to the provisions of this Lease. County shall be responsible for any damage to the Premises resulting from such access and shall indemnify and hold harmless Lessee, from and against any and all claims, liability, costs and expenses, including, but not limited to, reasonable legal fees, incurred by Lessee as a result of such access by County, except to the extent resulting from Lessee's action or negligent failure to act.

Section 12. Air Space Reservations And Use Restrictions

Section 12.01 There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using the air space, landing at, taking off from, or operating at the Airport. Notwithstanding any provision of this Section 12.01 to the contrary, nothing set forth in this Lease shall be deemed to limit Lessee's right to construct any Improvements provided same comply with applicable Requirements, including, but not limited to, the APDD.

Section 12.02 Subject to the last sentence of Section 12.01, Lessee agrees for itself, its successors and assigns to prevent any use of the Premises that interferes with landing or taking off of aircraft at the Airport and will not take any actions or make any omissions that constitute

an airport hazard, as may be reasonably determined by the Department, the FAA, or any similar agency having jurisdiction over operations at the Airport. The prohibited use of the Premises referred to in this paragraph includes, but is not limited to, causing any visual obstruction or radio or similar emission that may tend to materially interfere with the operations at the Airport.

Section 12.03 Lessee acknowledges that noise from both flight and non-flight operations may be generated from activities at the Airport, and by other tenants of County. Lessee is leasing the Property subject to such conditions, whether now existing or hereafter arising, and hereby waives all claims (including, without limitation, claims for damages, nuisance, or injunctive relief) relating thereto.

Section 13. Use of the Premises

Section 13.01 Lessee may use the Premises for any legal purpose(s) in accordance with and subject to the terms of this Lease.

Section 13.02 Lessee's use of the Premises shall be subject to, and in accordance with, in all material respects, all rules, regulations, laws, ordinances, statutes, and requirements of all Governmental Authorities, including the American Disabilities Act and the Federal Aviation Act and the regulations promulgated thereunder, the APDD, and the requirements of any fire insurance rating organization and all insurance companies writing policies covering the Premises or any part or parts thereof and any Fire Insurance Rating Organization, Board of Fire Underwriters and/or similar bodies having jurisdiction thereof, whether the same now are in force or at any time in the future may be passed, adopted, enacted, or directed (collectively, "**Requirements**").

Section 13.03 Lessee shall procure and maintain in force during the Term all permits, authorizations, and licenses necessary for Lessee's use or operation of Premises or any portion thereof (including, without limitation, the making, placing, maintaining, or altering of the Improvements or any portion thereof). County shall fully cooperate with Lessee to the extent necessary for Lessee to obtain any licenses, approvals, permits or other governmental authorizations necessary to operate, construct, improve and/or renovate the Improvements, including, without limitation, any buildings and/or improvements situated on or to be situated on the Premises or comprising a portion of the Premises. Without limiting the generality of the foregoing, within fifteen (15) days following delivery of Lessee's request to Suffolk County Department of Public Works at 335 Yaphank Avenue, Yaphank, New York 11980 Attention: County Architect, County shall execute, acknowledge and deliver any applications or other documents reasonably necessary and County shall furnish all information in its possession or control which Lessee shall reasonably request, in connection with obtaining such licenses, approvals permits or other governmental authorizations (collectively, "**Authorization Documents**"). Notwithstanding any provision of this Section to the contrary, if (i) Lessee requires County to execute, acknowledge and deliver any Authorization Documents on an expedited basis in order to meet any deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting the Authorization Documents to County for execution), and (ii) such request for County's execution, acknowledgement and delivery of any Authorization Documents, sets forth in bold type the following: "**THE REQUEST FOR ACTION SET FORTH IN THIS**

NOTICE CONSTITUTES AN EMERGENCY AND ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS", then County shall execute, acknowledge and deliver to Lessee such Authorization Documents within five (5) Business Days following delivery of Lessee's request addressed as set forth in this Section. If County shall fail to execute and deliver any such Authorization Documents within such 15-day or 5-Business Day period, as the case may be, then Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such Authorization Documents to Lessee.

Section 13.04 Lessee 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 Lessee to comply with Section 13.02 and shall indemnify and save County harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of Lessee's failure to comply with the foregoing, and Lessee 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 therefor. Lessee, 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 Lessee to comply with such Requirement pending such contest, Lessee 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 13.05 Lessee will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

Section 13.06 Lessee shall not suffer or permit the Premises or any portion thereof to be used by the public as such, without restriction or in such manner as might reasonably tend to impair the interest of County or County's designees in the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof (except as provided in Section 4.02(d)).

Section 13.07 Lessee agrees not to permit the accumulation (unless concealed in appropriate containers) or burning of any rubbish or garbage in, on or about any part of the Premises. Lessee shall cause and pay for all garbage and rubbish to be collected or disposed of from the Premises.

Section 13.08 Lessee may maintain and install any signs in or at the Premises provided same are materially in conformance with the APDD.

Section 14. No Warranties by County

Section 14.01 Lessee acknowledges that, except as otherwise provided in this Lease (including but not limited to Section 31), Lessee is leasing the Property "**AS IS**" and County shall not be required to perform any work or furnish any materials in connection with the Property.

Section 14.02 Except as otherwise set forth elsewhere in this Lease, (i) County makes no warranty of any kind or nature, express, implied or otherwise, or any representation or covenants of any kind or nature in connection with the title to or condition of the Property or any part thereof, and (ii) County shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects.

Section 15. Construction, Restoration and Maintenance

Section 15.01 From and after the Commencement Date, Lessee shall have the right from time to time, to demolish any existing improvements on the Property and construct the Improvements. Lessee shall have the right, in its sole discretion, at any time and from time to time, to demolish any Initial Improvements and/or construct any additions, changes, alterations and additions thereto, provided that all such Improvements are constructed in a good and workerlike manner and in accordance with all applicable Requirements and Lessee obtains all required permits, certificates and authorizations from any Governmental Authorities having jurisdiction over the Improvements and the Premises. At County's request, Lessee shall furnish to County, for information only, a copy of any plans and specifications filed by Lessee with any Governmental Authorities with respect to such Improvements.

Section 15.02 Notwithstanding anything to the contrary hereof, in completing such construction, Lessee will (1) fence in the construction area to prevent debris from leaving the Premises; and (2) not store construction equipment or materials on adjacent property.

Section 15.03 Intentionally Omitted.

Section 15.04 Throughout the Term, Lessee shall employ a managing agent ("**Managing Agent**") for the Premises, which may be an affiliate of Lessee, with a regular office located in the Counties of Nassau or Suffolk. County shall be provided with a copy of any written management agreement with the Managing Agent then in effect for the Premises. If Managing Agent is other than an affiliate of Lessee, then such Managing Agent shall have sufficient experienced, competent personnel in connection with management of the Premises in accordance with this Lease, and the determination of whether such personnel of such non-affiliated Managing Agent are adequately competent and experienced shall be made on the basis of experience in managing like facilities, success and reputation in doing so and ability to maintain and operate the Premises to standards provided in this Lease.

Section 15.05 (a) If the Premises, or any part thereof, are damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, including, but without limitation on the generality of the foregoing, any fire, earthquake or other casualty, Lessee, at its own cost and expense, provided Lessee has received adequate insurance proceeds for such purpose (or would have received adequate insurance proceeds for such purpose if Lessee had carried the insurance that Lessee is required to maintain pursuant to this Lease) and such insurance proceeds are not required to be paid to any Leasehold Mortgagee pursuant to a Leasehold Mortgage, shall 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 Premises as nearly as possible to the same value, condition, and character as existed immediately prior to such damage or loss.

(b) Lessee shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term notwithstanding any destruction or damage to the Premises by any cause whatsoever; provided, however, that if the Improvements on any Building Parcel(s) are substantially destroyed by fire or other casualty at any time during the last ten (10) years of the Term, then Lessee may terminate this Lease with respect to such Building Parcel(s) by written notice given to County within sixty (60) days after the date of such destruction, and the Rent and other charges under this Lease will be apportioned as of the date of destruction and 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 clearing the affected Building Parcel as required pursuant to this Section 15.05(b), all proceeds of insurance covering the damage or destruction shall in that circumstance belong to County free of any claim thereto by Lessee. If Lessee so terminates this Lease, Lessee shall clear the affected Building Parcel of all debris resulting from such casualty.

(c) Subject to the provisions of any Leasehold Mortgage, Lessee shall be entitled to receive and use any proceeds of the insurance provided for in Section 24 hereof payable with respect to such damage or loss for the purpose of accomplishing the restoration or complying with its obligations pursuant to Section15.05(b).

Section 15.06 Lessee, at its own cost and expense, shall keep and maintain the Premises and all landscaping, sidewalks, alleys, and passages surrounding the same and each and every part thereof in good, orderly, clean, safe and sanitary condition, and repair. Lessee shall perform all decorating, repairs, and replacements necessary to accomplish the foregoing obligations, whether foreseen or unforeseen, structural or nonstructural, ordinary or extraordinary. Lessee will not take any action or omit to take any action required of Lessee hereunder, the taking or omission of which causes waste with respect to the Premises. When used in this Lease, the term "**repairs**" shall include, but not be limited to, all necessary replacements, renewals, alterations, additions, and betterments.

Section 15.07 Lessee shall keep the glass of all windows and doors on the Premises clean and presentable, and shall promptly replace all cracked or broken glass in the Premises.

Section 15.08 Notwithstanding any provision of this Lease to the contrary, Lessee shall be deemed to have complied with its obligations under this Lease (including, but not limited to, any obligation to maintain and repair the Premises pursuant to this Section 15) if Lessee takes commercially reasonable action (and Lessee hereby agrees to take such action) to cause its Subtenants to comply with any corresponding obligation pursuant to the Sublease of the affected portion of the Premises.

Section 15.09 Lessee shall be responsible for any repairs to the portions of the sewer line and other utilities located within and serving the Premises.

Section 15.10 Lessee shall have no claim, for deduction or offset of any monies or charges against Rent paid to County, except as otherwise set forth in this Lease.

Section 15.11 Except as otherwise expressly provided in this Lease, County has no obligation to make any repairs, decorating, replacements, restorations, alterations, additions, or improvements

whatsoever in or about the Property or any part thereof, and County has no obligation to restore the same or any part of the same in the event of its loss, destruction or damage unless such loss, destruction, or damage is solely and exclusively due to the fault of County. Lessee waives any right it may have to make repairs at the expense of County or to receive any abatements of Rent in connection therewith.

Section 16. Manner of Performance of Lessee's Work

Section 16.01 All demolition, construction, removal, replacement, alteration, reconstruction, repairs, maintenance, and restoration of the Premises or any part thereof required or permitted to be made by Lessee under this Lease, including the construction of any Improvements by Lessee (collectively "**Lessee's Work**"), shall be made in accordance with the following:

(i) Lessee shall comply with all applicable Requirements relating to or governing Lessee's Work and, without limitation on the generality of the foregoing, shall procure and maintain all permits and authorizations required to be obtained from any Governmental Authority in connection therewith (and County shall cooperate with Lessee in connection therewith as provided in Section 13.03).

(ii) All Lessee's Work shall be performed diligently and in a good and workmanlike manner.

(iii) Lessee shall maintain a complete set of "as built" structural, mechanical and similar plans and specifications with respect to the Improvements and provide the Department with a copy of same in either mylar or compact disc format and any other of Lessee's Work and an "as built" survey showing the location of all Improvements on the Property.

(iv) Lessee shall secure all sign-offs and final certificates from appropriate Governmental Authorities.

(v) Prior to commencement of Lessee's Work, Lessee shall furnish to the Department, certificates evidencing the existence of worker's compensation insurance covering all persons employed for such work and "all risk" builder's insurance in the form and coverage as set forth in Section 24.

Section 17. Interference

Section 17.01 Except as otherwise provided in this Lease (including, but not limited to, pursuant to the provisions of Section 34), Lessee shall have no claim against County for any damage, should Lessee's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any Governmental Authority (other than County, the Department or their respective representatives, agents, employees or contractors).

Section 17.02 Throughout the Term, Lessee shall, at its own cost and expense, promptly and diligently observe and comply with all Requirements affecting the Premises (subject to Lessee's

right to contest any Requirements as provided in Section 13.04) whether or not such compliance shall require structural repairs, changes or alterations in and about the Premises, or repairs, changes or alterations incident to or as the result of any use or occupation of the Premises, or interferes with the use and enjoyment of the Premises or any part thereof. County shall comply with all of its obligations affecting the Airport, including the Premises, pursuant to applicable Requirements, including, but not limited to, the APDD.

Section 18. Vesting of Improvements and Other Property and Interests

Section 18.01 During the Term, the Improvements constructed upon the Premises by Lessee shall be, as between County and Lessee, the property of Lessee. Upon the expiration or sooner termination of this Lease, Lessee's right, title and interest in all Improvements then located on the Premises shall, without compensation to Lessee, vest in County free and clear of all encumbrances. In addition, upon and as of the expiration or sooner termination of this Lease, the following shall, without compensation and without recourse to Lessee, vest in County:

(i) All prepaid rents, prepaid payments, and security deposits made under any Subleases of the Premises applicable to the period after the expiration of the Term (if County has elected to recognize such Sublease for a term expiring after the expiration of the Term), that have not heretofore been applied against obligations under such Subleases, and the amount of the same shall be paid over to County by Lessee; and

(ii) Lessee's interest in any Subleases, with respect to any period after the expiration of the Term (if County has elected to recognize such Sublease for term expiring after the expiration of the Term); and

(iii) Contract rights, assignable agreements, business licenses, tenant lists, copies of records (including but not limited to all those relating to taxes, insurance, tenants, maintenance, repairs, capital improvements and services), booklets and manuals, advertising material, utility contracts and telephone exchange which County shall elect to acquire and assume within sixty (60) days after such termination and owned or held by Lessee on the date such election is made. Notwithstanding any provision of this Lease to the contrary, County shall not be entitled to any software owned by Lessee or property containing proprietary information of Lessee or information that is personal to Lessee.

Section 18.02 Nothing contained in this Lease shall be deemed to require County to succeed to Lessee's interest in any intangible property as described in Section 18.01, or to become obligated or liable thereunder in any respect or at all, except as selected by County. In no event will County be liable for any default of Lessee under any Sublease or in connection with any such intangible property which occurred prior to the termination of this Lease.

Section 18.03 Lessee shall, upon County's demand, deliver to County any assignments, deeds, instruments, and documents (all without recourse to Lessee) as County shall reasonably request to confirm County's ownership of the Improvements and the other items acquired by County aforesaid.

Section 18.04 Personal Property owned by Lessee or any Subtenant, may be removed by Lessee or its Subtenants, at any time prior to the expiration of the Term, and shall be removed by Lessee or its Subtenants upon such expiration. If, upon the expiration of the Term or earlier termination of this Lease, Lessee or its Subtenants shall not have removed such Personal Property from the Premises and the Improvements, then County shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such Personal Property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as County may see fit, or (ii) remove and store the same in a place satisfactory to County, in which event all expenses of such disposition (in excess of any amount received by County upon such disposition), removal and storage shall be charged to and be borne by Lessee, and County shall be reimbursed by Lessee for such expenses upon written demand therefor. Lessee shall repair any loss or damage to the Premises or any part hereof caused or resulting from the removal of the Personal Property (whether removed by or at the direction of County or Lessee).

Section 19. Surrender

Section 19.01 Upon the expiration or earlier termination of this Lease, or upon any re-entry by County pursuant to Section 28.02 of this Lease, Lessee shall, at its sole expense, remove all of Lessee's Personal Property and, subject to the provisions of Section 26.01(b), any personal property of persons claiming by, through, or under Lessee and shall quit, surrender, vacate, and deliver the Premises to County broom clean, in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond Lessee's reasonable control excepted, together with all improvements and fixtures therein.

Section 19.02 Lessee acknowledges that possession of the Premises must be surrendered to County at the expiration or sooner termination of the Term. The parties recognize and agree that the damage to County resulting from any failure by Lessee to timely surrender possession of the Premises as aforesaid will be substantial, will exceed the amount of Annual Rent and Additional Rent theretofore payable hereunder, and will be impossible to accurately measure. Lessee therefore agrees that, subject to the provisions of Section 26.01(b) if possession of the Premises is not surrendered to County upon the expiration or sooner termination of the Term, such holding over shall be construed to be a tenancy at will (and in no event from month-to-month or from year-to-year), at a monthly rental equal to 110% of the total monthly installment of Annual Rent last payable by Lessee under this Lease, and upon such other terms and conditions as are provided in this Lease (except for the provisions of Section 4.04), to the extent applicable, without waiving Lessee's default or preventing County from pursuing any holdover summary proceedings. Lessee hereby waives any and all predicate notices to holdover and County may immediately proceed with a holdover Notice of Petition and Petition.

Section 19.03 Lessee's obligation under this Section 19 shall survive the expiration or earlier termination of this Lease.

Section 20. Acceptance of Surrender

Section 20.01 No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of

County and of Lessee. Except as otherwise provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents, or employees of County, shall be deemed an acceptance of a surrender of the use and occupancy of the Premises or of this Lease.

Section 21. Negative Covenants

Section 21.01 Lessee shall not use, occupy, maintain, or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which, notwithstanding any provision of this Lease to the contrary, would in any way (a) violate in any material manner, any term, covenant or condition of this Lease, (b) violate, in any material manner, any restrictive covenant, operating covenant, encumbrance or easement currently recorded against and affecting the Premises, (c) materially violate any material Requirements, (subject to Lessee's right to contest same as provided in Section 13.04), (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable, (e) cause material physical damage to the Premises or any part thereof, (other than in connection with any demolition of existing or future Improvements and/or any alterations thereof), (f) permit the excess accumulation of waste or refuse matter materially above that accumulated in the permitted use of the Premises, or (g) constitute a material public or private nuisance.

Section 21.02 Lessee shall not overload any floor or paved area on the Premises and shall repair any floor including supporting members and any paved area damaged by overloading.

Section 21.03 Lessee shall not cause or permit to be caused or produced upon the Premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapor, or odors except as would be reasonably expected at a comparable facility.

Section 22. Intentionally Omitted.

Section 23. Indemnification

Section 23.01 (a) To the fullest extent permitted by law, Lessee shall keep, save and hold harmless County, its officers, officials, employees, contractors, and agents, of and from any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, for anything and everything whatsoever to the extent arising from or incident to: (i) any construction, repairs, work or thing done in, on or about the Premises by Lessee, its agents, employees, contractors, representatives, lessees, licensees, invitees; (ii) any use, possession, occupation condition, operation, maintenance or management of the Premises by Lessee, its agents, employees, contractors, or representatives; (iii) any accident, injury or death to any person or damage to any property occurring in, on, or about the Premises or the appurtenances thereof, and from any loss, damage, expenses, cost or liability arising from any fault or negligence, by Lessee, its agents, employees, contractors, or representatives; or (iv) any failure on Lessee's part to comply with any of the covenants, terms and conditions contained in this Lease and/or any breach of any representation made by Lessee under this Lease.

(b) To the fullest extent permitted by law, County shall keep, save and hold harmless Lessee of and from any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, for anything and everything whatsoever to the extent arising from or incident to: (i) any work or thing done in, on or about the Premises, County Road, or other property of County outside of the Premises by County, its officers, officials, employees, contractors, agents, employees, or representatives; (ii) any accident, injury or death to any person or damage to any property and from any loss, damage, expenses, cost or liability arising from any fault or negligence by County, its officers, officials, employees, contractors, agents, or representatives, or (iii) any failure on County's part to comply with any of the covenants, terms and conditions contained in this Lease and/or any breach of any representation made by County under this Lease.

Section 23.02 Except as otherwise provided in this Lease to the contrary, County shall not indemnify, hold harmless, or otherwise be responsible for damages to the Premises or injuries to persons which may arise from or be incident to the use and occupation of the Premises nor shall it be responsible for damages to the Premises or injuries to the persons of Lessee, its officers, agents, employees, or representative or others who may be on the Premises at their invitation, arising from activities of County or Lessee, and Lessee shall hold County harmless from any and all such claims, excepting those claims for injuries and/or damages result from the negligence or willful misconduct of County its agents, employees, contractors or representatives.

Section 24. <u>Insurance</u>

Section 24.01 Lessee agrees to procure, pay the entire premium for, and maintain throughout the term of this Lease, insurance in amounts and types as hereinafter provided. Unless otherwise specified by County and agreed to by Lessee in writing, such insurance will be as follows:

(1) PROPERTY INSURANCE "All Risk" coverage for the Improvements and replacements thereof, including all appurtenances thereto whether on the Premises or extending beyond the boundaries thereof, in an amount at least equal to 100% of replacement value with a "deductible" of up to Fifty Thousand Dollars ($50,000), and with stipulated amount full replacement cost or agreed evaluation endorsement, but in no event in an amount which would make County a co-insurer of any loss, without any deduction for physical depreciation of the Improvements. Such "full replacement cost" shall be determined at Lessee's sole cost and expense from time to time, but not more frequently than once in any twenty-four (24) calendar months, at the request of County, by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by County, such approval not to be unreasonably withheld, or if not designated by Lessee within forty-five (45) days of request, then designated by County. No omission on the part of County to request any such determination shall relieve Lessee of any of its obligations under this Section. Such policy shall insure against all risk, loss or damage. Such coverage shall provide for a full waiver of (i) subrogation by the insurer as to any and all claims against County, and its agents and employees; and, (ii) all defenses based upon acts of the insureds or the existence of co-insurance. County and Lessee, at the sole cost and expense of Lessee, shall cooperate in adjusting and settling any loss with the insurer under

such policy. The amount of any deductible or portion of any loss not covered by said insurance policy shall be paid by Lessee to County to cover the first costs incurred in repairing or restoring any such loss prior to the distribution of any insurance.

(2) BOILER AND MACHINERY - Upon substantial completion of the Improvements, boiler and machinery insurance in adequate amounts on all fired objects and other fired pressure vessels and systems located, if any, in the Premises; and if the said objects and the damage that may be caused by them or result from them are not covered by Lessee's commercial general liability coverage, then such insurance shall be in an amount not less than the replacement cost thereof.

(3) GENERAL LIABILITY INSURANCE – Commercial General Liability insurance for bodily injury, including personal injury, death, and property damage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, protecting County and its designees and Lessee, and their respective mortgagees, against any and all claims for damages to person or property occurring upon, in or about the Premises.

(4) AUTOMOBILE LIABILITY INSURANCE (if any vehicles are used in the performance of this Agreement) in an amount not less than Three Hundred Thousand Dollars ($300,000.00) combined single limit for bodily injury and property damage per occurrence.

(5) 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 and shall have furnished to 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 Lessee shall provide and maintain coverage during the term of this Lease for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(6) BUILDER'S 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.

(7) Mandatory Insurance – All insurance required by any Requirement.

Section 24.02 Lessee shall not make any material alterations, repairs or installations, or other material work to or on the Premises unless prior to the commencement of such work Lessee shall obtain or cause to be obtained, and during the performance of such work keep in force, builder's risk, general liability, and worker's compensation insurance to cover every contractor to be employed. Prior to commencement of such work, Lessee shall deliver Declaration Pages or originals of said policies to County as required by this Section 24.

Section 24.03 Lessee shall furnish to County, originals or certified copies of the Declaration Pages or originals of said policies for each such policy of insurance, evidencing compliance with the aforesaid insurance requirements. All such liability insurance shall name the County of Suffolk as an additional insured. Lessee shall furnish a certificate and endorsement page evidencing County's status as an additional insured.

Section 24.04 Intentionally Omitted.

Section 24.05 Intentionally Omitted.

Section 24.06 Lessee's insurer shall waive the right of subrogation against County and against County's, officers, employees, agents and representatives. Lessee shall furnish such originals or certified copies of the endorsement pages or the applicable portions of the policy evidencing said waiver of subrogation.

Section 24.07 Lessee shall carry and maintain such fire and casualty insurance on Lessee's decoration, trade fixtures, furniture and personal property as Lessee desires; County shall not be obligated under any circumstances to repair or replace any of such decoration, trade fixtures, furniture or personal property installed by or for Lessee. Lessee shall require its contracts or other agreements with any permitted sublessees, assignees and licensees to contain a provision therein that such sublessees, assignees and licensees shall carry and maintain said insurance and that County is not obligated to make any repairs or make any replacements as stated in the preceding sentence.

Section 24.08 All policies of insurance described in this Section 24 shall:

(i) Be written as primary policies not contributing with and not in excess of coverage that County may carry;

(ii) Expressly provide that County shall have no liability for premiums;

(iii) 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

(iv) All such certificates and other evidence of insurance shall provide that the issuing insurer will endeavor to provide written notice to County of Suffolk thirty (30) days prior to any cancellation or non-renewal in the policy. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Lease in Section 29 or at such other address of which County shall have given Lessee prior notice in writing.

Section 24.09 If Lessee, at any time during the Term, fails to procure or maintain insurance required hereunder, or to ay the premiums therefor, which failure continues for more than ten (10) Business Days' written notice from County, County shall have the right to procure the same and to pay any and all premiums thereon, or County may, at its sole cost and expense, obtain insurance coverage for County's interests in the Premises only, excluding any interest of Lessee, in such amounts and with such coverages as County shall determine in its sole discretion without any liability to Lessee. Notwithstanding any insurance obtained by County hereunder, Lessee shall continue in default under this Lease until such time as Lessee shall have obtained and/or paid for all insurance required to be maintained by Lessee under this Lease. Any amounts paid by County in connection with the acquisition of insurance upon notice to Lessee shall be immediately due and payable as Additional Rent, and Lessee shall pay to County upon demand the full amount so paid and expended by County, together with interest thereon until repayment thereof by Lessee.

Section 25. Eminent Domain

Section 25.01 (a) If, as a result of any condemnation or the exercise of the power of eminent domain by any Governmental Authority or a conveyance in lieu thereof, all or substantially all of the Premises shall be taken (a "**Taking**"), this Lease and all right, title and interest of Lessee hereunder shall cease and come to an end on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to such Taking and Rent shall be apportioned and paid to the date of such Taking. For purposes of this Lease, "**substantially all of the Premises**" shall mean such portion of the Premises as, when so taken, such that the remaining balance of the Premises, due either to the area so taken or the locations of the part so taken in relation to the part not so taken, would not, under the economic conditions, zoning laws, or building regulations then existing or prevailing, readily accommodate a floor area reasonably sufficient to permit a fair and reasonable return after payment of all operating expenses thereof and of the Rent and after performance of all covenants, agreements, terms and provisions contained in this Lease and by law provided to be performed and paid by Lessee.

(b) Except as may be otherwise provided in any Leasehold Mortgage, the award (or settlement in lieu thereof) in connection with such Taking shall be apportioned between County and Lessee in the following manner:

(i) first to pay all reasonable fees and expenses incurred by the parties in collecting the award;

(ii) then, to Lessee in an amount equal to the sum of (i) the unamortized cost of the Improvements (which amortization shall be calculated on a straight line basis over the useful life thereof), (ii) Lessee's moving and/or relocation expenses, and (iii) the value of Lessee's leasehold estate in the Premises; and

(iii) then, to County in an amount equal to the balance of the award (if any).

Section 25.02 In the event of a Taking of less than substantially all of the Premises:

(a) The Term shall continue, but the Rent to be paid by Lessee under Section 5 shall thereafter be reduced in proportion to the amount that the rental value of the Premises immediately after such Taking bears to the rental value of the Premises immediately prior to such Taking.

(b) Except as may be otherwise provided in any Leasehold Mortgage, the award shall be paid to Lessee and apportioned between County and Lessee as follows:

(i) first to pay all reasonable fees and expenses incurred by the parties in collecting the award;

(ii) then, to Lessee in an amount equal to the estimated cost of restoration, repair or reconstruction of the portions of the Improvements not taken, as required to restore, repair or reconstruct the Premises, to be applied by Lessee toward such restoration and repair;

(iii) then, to Lessee in an amount equal to the sum of (i) the unamortized cost of the Improvements (which amortization shall be calculated on a straight line basis over the useful life thereof) so taken, (ii) Lessee's moving and/or relocation expenses, and (iii) the value of Lessee's leasehold estate in the Premises so taken; and

(iv) then, to County in an amount equal to the balance of the award (if any).

Section 25.03 If the value of Lessee's leasehold estate in the Premises is determined in the proceeding pursuant to which the Premises shall have been taken or condemned, the value so determined shall be conclusive upon County and Lessee. If the value is not so determined, it shall be determined by agreement between County and Lessee or if they are unable to agree within thirty (30) days after the date on which the award is payable, then such value shall be determined by arbitration in accordance with the provisions of Section 25.08.

Section 25.04 This Lease shall not be affected if the condemnor, by the exercise of its power of eminent domain, shall take the use or occupancy of the Premises or any part thereof for a temporary period not to exceed six (6) months (hereafter, "**temporary taking**"). Lessee shall continue to pay, in the manner and at the time specified in this Lease, the full amounts of the Rent and other charges payable by Lessee under this Lease, without any abatement. Except only to the extent that Lessee may be prevented from so doing pursuant to the terms of the order of the condemnor, Lessee shall continue to perform and observe all its other obligations under this Lease, as though the temporary Taking had not occurred. Lessee shall be entitled to receive that portion of any award which represents rent recoverable in respect of such Taking during the remaining portion of the Term. In the event the period of temporary use or occupancy shall extend to or beyond the expiration date of the Term, the award shall be apportioned between County and Lessee as of the date of expiration of the Term, but County shall in that circumstance receive the entire portion of the award that is attributable to physical damage to the Premises and the restoration thereof to the condition immediately prior to the Taking.

Section 25.05 In any proceedings pursuant to which the Premises or any part thereof or the temporary use of the whole or any part thereof, may be so taken or condemned, County and

Lessee agree to execute all documents that may be required to facilitate collection of the award in such proceeding. Each party shall have the right to appear in any condemnation proceeding and to participate in any and all hearings, trials and appeals therein. County hereby acknowledges that any Leasehold Mortgagee shall have the right to participate in any Taking proceedings in which Lessee is entitled to participate. County shall not settle or compromise any Taking award without obtaining the consent of both Lessee and any Leasehold Mortgagee. The parties agree to use good faith efforts to issue a joint direction letter to the condemning authority with respect to payment of the award.

Section 25.06 Notwithstanding any provision of this Section 25 to the contrary, in the event of any conflict between the provisions of this Section 25 and the provisions of any Leasehold Mortgage, the provisions of the Leasehold Mortgage shall be controlling.

Section 25.07 County shall not institute any proceeding with respect to the Taking of the Premises, and County shall not join in or appear in opposition to any action brought, sought or defended by Lessee arising out of any Taking , and if requested by Lessee, County shall appear before any Governmental Authority in support of Lessee's position with respect to any Taking.

Section 25.08 Any dispute pursuant to Section 25.03 shall be finally determined by arbitration in accordance with the following provisions of this Section 25.08. Within ten (10) Business Days next following the giving of any notice by either party stating that it wishes such dispute to be so determined, County and Lessee shall each give notice to the other setting forth the name and address of an arbitrator designated by the party giving such notice. If the two arbitrators shall fail to agree upon the designation of a third arbitrator within five (5) Business Days after the designation of the second arbitrator then either party may apply to the Suffolk County office of the AAA for the designation of such arbitrator and if he or she is unable or refuses to act within ten (10) Business Days, then either party may apply to the Supreme Court in Suffolk County or to any other court having jurisdiction for the designation of such arbitrator. The three arbitrators shall conduct such hearings as they deem appropriate, making their determination in writing and giving notice to County and Lessee of their determination as soon as practicable, and if possible, within five (5) Business Days after the designation of the third arbitrator; the concurrence of or, in the event no two of the arbitrators shall render a concurring determination, then the determination of the third arbitrator designated, shall be binding upon County and Lessee. Judgment upon any decision rendered in any arbitration held pursuant to this Section 25.08) shall be final and binding upon County and Lessee, whether or not a judgment shall be entered in any court. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Section 25.08, including the expenses and fees of any arbitrator selected by it in accordance with the provisions of this Section 25.08, and the parties shall share all other expenses and fees of any such arbitration. The arbitrators shall be bound by the provisions of this Lease, and shall not add to, subtract from or otherwise modify such provisions.

Section 26. Assignment, Subletting, Mortgage, or Sale of Lessee's Interests

Section 26.01 Sublease: (a) Lessee may, from time to time, without County's consent, sublease, license, grant concessions or other rights to use, all or any parts of the Premises (including, without limitation, all or any portion of the Improvements) for any time or times during the Term not to exceed the Term of this Lease; provide however, during the final ten years of the Term,

subject to County's prior written approval, Lessee may enter into Subleases that extend beyond the Term.

(b) Subject to the rights of any Leasehold Mortgagee to require assignment of rents, if this Lease shall terminate by reason of a default by Lessee under this Lease, Lessee shall be deemed to have assigned to County, and County shall be deemed to have accepted such assignment of, all right, title and interest of Lessee as sublandlord under any and all Subleases, together with all modifications, extensions and renewals thereof then in effect, and such Subtenant shall, attorn to County and County shall recognize such Subtenant as its direct tenant, pursuant to the then executory provisions of such Sublease; provided, however, County shall not be required to recognize the term of any Sublease to the extent such term continues after the expiration of the Term. The provisions of this Section 26.01(b) shall be self-operative, and no further instrument shall be required to give effect hereto, provided that upon Lessee's request from time to time, County shall enter into a nondisturbance, recognition and attornment agreement in substantially the form attached hereto as **Exhibit H** with any Subtenant of all or any portion of the Premises.

Section 26.02 Assignment: Lessee may, from time to time, with County's consent, which consent shall not unreasonably be withheld, conditioned, or delayed, enter into one or more Permitted Transfer(s). For purposes of this Lease, a "**Permitted Transfer**" shall mean the assignment or other transfer, in each case to a single transferee of (a) this Lease, (b) the Severance Leases covering the entire Premises, (c) the Severance Lease covering only the Building Parcel on which a hotel is to be located (the "**Hotel Lease**"), and (d) all Severance Leases other than the Hotel Lease. Following substantial completion of the Initial Improvements, County agrees that any request for its consent to a Permitted Transfer shall be granted provided (i) the proposed assignee has sufficient financial worth to assume the obligations of Lessee under this Lease (or the applicable Severance Lease(s)) accruing from and after the effective date of the assignment, and (ii) neither the proposed assignee nor any Principal thereof is a Prohibited Person. For purposes of this Lease a "**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 County unless such default or breach has been waived in writing by 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 County, unless such default or breach has been waived in writing by County, and (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; "**Person**" shall mean 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; "**Principal**" shall mean, when used with respect to any Person, 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; "**Control**" (including the related terms "controlled by" and "under common control with") shall 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 lease 51% of the voting stock or other equity or ownership interest of such Person. The Permitted Transferee shall submit to County all forms set forth on Exhibit D to this Lease that are required to be submitted pursuant to applicable Requirements. County shall grant or deny its consent to any request by Lessee for County's consent to a Permitted Transfer, within twenty (20) days after delivery to County, in accordance with the provisions of Section 29.03 of this Lease, of Lessee's request, setting forth the identity of the proposed assignee and its Principals and accompanied by the proposed assignee's current financial statement. If County shall not give written notice to Lessee denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then County shall be deemed to have granted its consent to such Permitted Transfer. Any dispute between County and Lessee as to whether County withheld its consent to a Permitted Transfer in violation of the provisions of this Section 26.02 may be submitted for resolution by Lessee to arbitration in accordance with the provisions of Section 25.08 of this Lease (but the foregoing shall not be deemed to limit Lessee's remedies in the event County denies its consent to a Permitted Transfer in violation of this Section 26.02). Subject to the foregoing, an assignment of this Lease (or the applicable Severance Lease) shall be effective upon receipt by County of an executed counterpart of such assignment, in recordable form, in form and content reasonably acceptable to the County Attorney, Lessee and the assignee, under which the assignee shall have assumed this Lease (or the applicable Severance Lease(s)) and agreed to perform and be bound by the covenants and conditions of this Lease (or the applicable Severance Lease(s)) required to be performed and observed by Lessee to the extent accruing from and after the effective date of such assignment. Upon such assignment, Lessee shall be relieved from future obligations under this Lease (or the applicable Severance Lease(s)). Notwithstanding any provision of this Lease to the contrary, this Lease or any Severance Lease may be assigned to any Leasehold Mortgagee without County's consent as collateral security for repayment of a loan made by such Leasehold Mortgagee to Lessee or in the event a Leasehold Mortgagee or its designee shall succeed or have the right to succeed to Lessee's interest under this Lease pursuant to the provisions of the Leasehold Mortgage.

Section 26.03 Sale: Subject to the provisions of this Lease, including without limitation, this Section 26 Lessee shall have the right to sell the Improvements situated on any Building Parcel but only as part of a Permitted Transfer and only if Lessee's interest in this Lease (or the applicable Severance Lease(s)) is sold and assigned to the same party. Any sale of the Improvements prior to substantial completion of the Initial Improvements, shall be subject to the prior written consent of the County Executive, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 26.04 Notwithstanding any provision of this Lease to the contrary, Lessee shall not be deemed to be in default under this Lease if any default results from or is caused by an act or omission of any Subtenant, provided Lessee takes commercially reasonably action (and Lessee hereby agrees to take such action) to cause such Subtenant to cure such default by enforcing the provisions of the applicable Sublease against such Subtenant.

Section 27. **Intentionally Omitted**

Section 28. **Default Remedies/Damages**

Section 28.01 The occurrence of any one of the following events shall constitute an "**Event of Default**" by Lessee under this Lease:

(1) Lessee's failure to pay any installment of Rent when due, which failure continues for more than ten (10) Business Days' following written notice from County;

(2) Lessee's failure to observe or perform any of the other covenants, agreements, terms or conditions provided for in this Lease on Lessee's part to be observed or performed by Lessee (whether or not particularly specified elsewhere herein as a default) not involving the payment of money, if Lessee does not cure such failure within thirty (30) days after written notice thereof by or on behalf of County; or, if such failure is incapable of being cured with diligence within such 30-day period, Lessee shall not commence to cure such failure within such 30–day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time;

(3) The total, permanent abandonment, or discontinuance of the operation of the Premises by Lessee together with Lessee's continuous failure to pay any Impositions and other operating expenses of the Premises;

(4) The failure of Lessee to maintain all required insurance and to furnish evidence thereof within ten (10) Business Days' of written demand therefor by County;

(5) If Lessee shall be a corporation and shall fail to remain in good standing in New York State unless Lessee commences the action required to become reinstated as a corporation in good standing within thirty (30) days after written notice from County;

(6) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing;

(7) An involuntary case or other proceeding shall be commenced against Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain

undismissed and unstayed for a period of one hundred eighty (180) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within one hundred eighty (180) days of being appointed.

Section 28.02 If any Event of Default occurs, then and in each such case, in addition to and without prejudice to any other right or remedy given hereunder or by law or in equity and notwithstanding any waiver of any former breach of covenant, County may treat the occurrence of such Event of Default as a breach of this Lease, and County may:

(a) Terminate this Lease, and Lessee's right to possession of the Premises, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than thirty (30) days after the date on which such notice of intention is given and, upon the giving of such notice ("**Notice of Termination**") the Term and all right, title, and interest of Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date specifically fixed in this Lease for the expiration of the Term, whereupon Lessee shall immediately surrender the Premises to County, and if Lessee fails to do so, County may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof (subject to the provision of Section 26.01(b)) without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to County on demand the amount of all loss and damage which County may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(b) Terminate this Lease as aforesaid and, upon such termination, exercise the remedies described in New York Real Property Actions and Proceedings Law, and recover from Lessee the unpaid Rent through the date of termination.

(c) As long as County has not terminated Lessee's right to possession of the Premises, County may exercise the remedies described in New York Real Property Actions and Proceedings Law and collect, by suit or otherwise, each installment of Annual Rent or payment of Additional rent that becomes due hereunder, or to enforce by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of Lessee to be performed or observed.

(d) Enter upon and take possession of the Premises without terminating this Lease and expel or remove Lessee and, subject to the provisions of Section 26.01(b), any other person who may be occupying such Premises or any part thereof without being liable for prosecution of any claim of damages therefor, and without terminating this Lease or releasing Lessee from its obligation hereunder for the full term hereof, endeavor to relet the Property for the account of Lessee for such time and upon such terms as County shall determine, and receive the rent therefor. In any case of reletting hereunder, County may make repairs and Lessee shall, upon demand, pay the cost thereof, together with County's expenses of the reletting, including, without limitation, reasonable attorney's fees. If the consideration collected by County upon any such reletting for Lessee's account is not sufficient to pay monthly the full amount of the Annual Rent and Additional Rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and County's expenses, Lessee shall pay to County the amount of each

monthly deficiency or other deficiency upon demand. In the event County is successful in reletting the Premises at a rental in excess of that agreed to by paid by Lessee pursuant to the terms of this Lease, County and Lessee each agrees that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess.

(e) Have the right to have a receiver appointed, upon application by County, to take possession of the Premises and to apply any rents collected from the Premises and to exercise all other rights and remedies granted to County pursuant to Section 28.02(d).

Section 28.03 Any and all property belonging to Lessee or to anyone claiming by, through, or under Lessee (subject to the rights of any Subtenants) which may be found in the Premises by County upon such re-entry may be handled, removed, stored or otherwise disposed of by County at the risk and expense of Lessee and County shall not be responsible for the preservation or the safekeeping thereof. Lessee shall pay to County, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in County's possession or under County's control. County shall not be liable to prosecution, or for any damages to, or loss of any personal property belonging to any party upon or occupying said Premises or any part thereof from any causes whatsoever by reason of such removal. Lessee waives any and all claims for damages and loss against County or its officers, employees and agents for or on account of any act done or caused to be done in exercising this right. County shall have the right to sell the said personal property so seized or remove and recover by such sale or legal process any and all sums due to County under the terms of this Lease.

Section 28.04 Lessee waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute or common law, or of the institution of legal proceedings to that end, and Lessee, for and on behalf of itself and all persons claiming through or under Lessee, also waives any and all right of redemption or re-entry or repossession provided for by statute or by common law, or the right to restore the operation of this Lease in case Lessee shall be dispossessed by a judgment or by a warrant of any court or judge or in case of re-entry or repossession by County or in case of any expiration or termination of this Lease. Lessee waives its right to counterclaim and cross-claim for any reason, including but not limited to counterclaims for personal injury or property damage, in any summary proceeding commenced by County, unless the failure to interpose such counterclaim will result in the waiver thereof. As used herein, the words "re-enter" and "re-entry" are not to be restricted to their technical legal meanings but shall be construed in the broadest sense.

Section 28.05 (a) In the event of a breach by Lessee of any of the covenants or provisions hereof, County shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not herein provided for; and in such event County shall be entitled to recover from Lessee any and all expenses as County may incur in connection with its efforts to secure such injunctive relief or other remedy at law or in equity, such as court costs and reasonable attorney's fees.

(b) If County shall commence any proceeding for non-payment of Rent, or any other payment of any kind to which County may be entitled or which it may claim hereunder, Lessee will not interpose any counterclaim or set-off of whatever nature or description in any such

proceeding unless the failure to interpose such counterclaim would result in the waiver thereof; the parties hereto specifically agree that Lessee's covenant to pay Rent or any other payments required of it hereunder are independent of all other covenants and agreements contained in this Lease, provided, however, that this shall not be construed as a waiver of Lessee's right to assert such claim in any separate action brought by Lessee.

(c) Reference in this Lease to any particular remedy to which County or Lessee may resort shall not preclude County or Lessee, as the case may be from exercising any other remedy at law or in equity to which it may be entitled. No right or remedy conferred upon or reserved to County or Lessee in this Lease 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 or in equity.

Section 28.06 No failure by County or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 28.07 Unless and until County shall have terminated this Lease pursuant to Section 28.02 above, Lessee shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Lease throughout the remainder of the Term.

Section 28.08 County may enforce and protect its rights under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the recovery of the Premises and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, (but, notwithstanding any provision of this Lease to the contrary, not for recovery of consequential punitive or special damages) and all money due or to become due from Lessee under any of the provisions of this Lease.

Section 29. Notices

Section 29.01 Any communication, request, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties in the regular course of business regarding this Lease (a "notice") shall be in writing and shall be given to the Department, County, Lessee, or their designated representative at the following addresses (except where any provision of this Lease provides for a different address for such notice), or in any other writing by the parties and shall be delivered as follows:

For County/Department:

By Certified Mail in Postpaid Envelope or by Nationally Recognized Overnight Courier Service or by Personal Delivery

Suffolk County Department of Economic Development and Workforce Housing,
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York, 11788
Attention: Deputy Commissioner

For the Lessee:

By Certified Mail in Postpaid Envelope or by Nationally Recognized Overnight Courier Service or by Personal Delivery

Rechler@Gabreski LLC
c/o Rechler Equity Partners
225 Broadhollow Road
Melville, New York 11747
Attention: Mitchell Rechler

with a copy to:

Rechler@Gabreski LLC
c/o Rechler Equity Partners
225 Broadhollow Road
Melville, New York 11747
Attention: Benjamin Zimmerman

and with a copy to:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Belinda Schwartz, Esq.

Section 29.02 In the event Lessee 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, Lessee shall promptly deliver to County Attorney, at the address set forth below, copies of all papers filed by or against Lessee, but in no event more than five (5) days after service or receipt of the notice of claim, proceeding or lawsuit.

~~*Section 29.03* Any communication or notice regarding termination shall be in writing and shall~~ be given to County or Lessee or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For County:

By Regular and Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or Personally and by First Class Mail

Suffolk County Department of Economic Development
And Workforce Housing
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Commissioner

For County Attorney:

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Lessee:

By Regular and Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service or Personally and by First Class Mail

Rechler@Gabreski LLC
c/o Rechler Equity Partners
225 Broadhollow Road
Melville, New York 11747
Attention: Mitchell Rechler

with a copy to:

Rechler@Gabreski LLC
c/o Rechler Equity Partners
225 Broadhollow Road
Melville, New York 11747
Attention: Benjamin Zimmerman

and with a copy to:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Belinda Schwartz, Esq.

Section 29.04 Notices shall be deemed to have been duly delivered (i) if personally delivered, pursuant to New York Civil Practice Law and Rules Section 311, (ii) if by certified mail, on the date on the receipt signed by the recipient; (iii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iv) if personally, pursuant to New York Civil Practice Law and Rules Section 311. 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 29.05 Each party may change its address for notice purposes and the designated contact person(s), by giving notice to the other party as provided in this Lease, of its new address and successor(s) to the designated contact person.

Section 30. Liens

Section 30.01 Subject to the provisions of this Section 30, Lessee shall at all times keep the Premises, Lessee's leasehold interest under this Lease, and the rents, issues and profits of the property or any part thereof, free and clear of all liens resulting from claims for services, labor or materials supplied or claimed to have been supplied to Lessee to or in connection with the Property or any part thereof. Subject to Lessee's right to contest liens as provided in Section 10.06 hereof, in the event said liens have been created by or permitted by Lessee in violation of this provision, Lessee, at its sole cost and expense, will, within ninety (90) days after it receives written notice of such lien, discharge as of record any such mortgage, lien, security interest, encumbrance, charge on, pledge of or conditional sale or other title retention agreement with respect to the Premises or any part thereof, or any equipment, fixtures or personalty on the Premises. Failure to comply with this provision shall be deemed an Event of Default.

Section 30.02 It is agreed that County shall have no lien on any personal property of Lessee which may be on the Premises.

Section 31. Hazardous Substances and Waste

Section 31.01 Lessee shall not deposit, dump, store or pour any Hazardous Substances on any part of the soil of the Premises or otherwise introduce any Hazardous Substances in, on or under the Premises, including the air and water above and the ground and water below and surrounding the Premises, nor shall Lessee permit its Subtenants, guests, contactors or any other person to do any of the foregoing. Lessee, at its expense, shall promptly remove or cause the removal of, or if permitted by any Environmental Law (as hereinafter defined), encapsulate, all Hazardous Substances introduced in, on, or under the Premises by Lessee, its guests, contractors,

employees, or (subject to Section 26.04) its Subtenants, in compliance with this Lease and all applicable Environmental Laws.

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

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

Section 31.02 Intentionally Omitted.

Section 31.03 Lessee shall, at Lessee's own expense:

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

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

(3) Prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans should any Governmental Authority asserting appropriate jurisdiction demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances at or from the Premises, only if introduced by Lessee or its agents, employees, contractors, subcontractors, invitees or guests its agents or employees; provided, however, notwithstanding any provision of this Lease to the contrary, Lessee shall not be precluded from lawfully contesting any such demand; and

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

Section 31.04 If a Hazardous Substance is detected on the Premises for which Lessee is liable under this Lease, and Lessee 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 Lessee, and Lessee 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 31.05 In addition to, and without limiting the generality of, the provisions of Section 23.01, Lessee shall indemnify, and hold harmless County, and its officials, officers, agents and employees, from and against all claims which may be imposed upon, incurred by or asserted against County, arising out of (i) the use, generation, storage, release, or disposal of Hazardous Substances introduced in, on or about the Premises during the Term by Lessee, its contractors, agents, invitees, and, subject to Section 26.04, any Subtenants, including, without limitation, the cost of any required or necessary decommissioning, repair, cleanup, or remediation and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (ii) any release or threatened release of such Hazardous Substances at, on, to, or into the Premises, including groundwater, or from the Premises on, to, or into any adjoining property or other property, including groundwater, (iii) the failure of Lessee, any Subtenant or any person claiming under Lessee to comply with any of the obligations of Lessee described in this Section 31; or (iv) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) any release or threatened release of such Hazardous Substances, and/or (B) failure to comply with Lessee's obligations under this Section 31.

Section 31.06 Lessee's obligations and liabilities under this Section 31 shall survive the expiration or earlier termination of this Lease.

Section 31.07 (a) Notwithstanding any other provision of this Lease to the contrary, Lessee shall have no obligation with respect to Hazardous Substances that are not introduced by Lessee, or any contractor, agent, Subtenant, licensee or invitee of Lessee, including, but not limited to, Hazardous Substances that existed on the Premises prior to the Commencement Date, whether or not yet discovered; provided, however, Lessee shall exercise due care to avoid exacerbating any conditions relating to Hazardous Substances existing at the Premises which are discovered by Lessee and Lessee will not take any action in violation of any Environmental Law with respect to such Hazardous Substances. County represents, warrants and covenants to Lessee that (i) other than as may be disclosed in any environmental reports delivered by County to Lessee and listed in **Exhibit I** hereto, to the best of County's knowledge, as of the Effective Date, (A) County has not received notice from any Governmental Authority of any material violation at the Property of any Environmental Laws which violation occurred during County's ownership of the Property

and remains uncured, and (B) the Premises has not been used, at any time during County's tenure of ownership, or to County's knowledge, prior thereto, for the purposes of storing, manufacturing, releasing or dumping Hazardous Substances, except for normal quantities of Hazardous Substances utilized in connection with the normal maintenance and operation of the Premises in compliance with all Environmental Laws, (ii) County is participating in a voluntary cleanup program in respect of Hazardous Substances at the Airport and in connection therewith, County and the New York State Department of Environmental Conservation have entered into a Voluntary Cleanup Agreement (Site # V-00576-1, Index # W1-0985-04-09), and will enter into an Environmental Easement affecting the Premises (such Voluntary Cleanup Agreement and Environmental Easement being hereinafter collectively called, the "**VCA**"), (iii) County has performed environmental investigation and testing and will continue to perform all environmental investigation, testing and remediation as may be necessary or desirable under the VCA and County is in material compliance and agrees to remain in material compliance with the VCA, and (iv) there are no pending actions or proceedings to which County is a party in respect of any Hazardous Substances in, on, and about the Premises or the violation of any Environmental Laws and County has not received notice of any violation of any Environmental Laws. All costs of investigation, testing and compliance with the VCA will be borne by County. Lessee acknowledges receipt of a copy of the VCA and agrees, subject to the provisions of this Section 31.07, that County and the applicable Governmental Authority shall have the right to perform their respective obligations thereunder. County shall be responsible for and shall defend, indemnify, and hold Lessee harmless from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees, that Lessee may sustain arising out of or in connection with such compliance and (x) any Hazardous Substances that have existed on the Premises prior to the Commencement Date (whether or not yet discovered), (y) the use, generation, storage, release, or disposal of Hazardous Substances that were not introduced in, on, or about the Premises by Lessee, including, but not limited to, Hazardous Substances that have been introduced onto the Premises or any other premises by County or County's employees, agents, or contractors, subtenants, representatives, agents, or invitees, or from any other property owned by County, and (z) any breach of the foregoing representations and warranties. Upon Lessee's request from time to time, County shall provide Lessee with copies of all work plans, reports, data and any other documentation relating to the Premises, submitted by County to the any Governmental Authority, including, but not limited to, the New York State Department of Environmental Conservation.

(b) All work performed pursuant to the VCA, or otherwise required of and performed by County under this Lease in order to remove and otherwise remediate Hazardous Substances (collectively, "**Remediation**"), shall be performed in a good and workmanlike manner (subject to applicable Requirements), expeditiously, and continuously (subject to any delays caused by the applicable Governmental Authorities supervising or having oversight over the Remediation) and using best efforts to minimize interference with the use and enjoyment of the Premises by Lessee and any Subtenants and their respective employees, agents and contractors (such use and enjoyment to include, without limitation, the performance of any Lessee's Work). County shall have access only to those portions of the Premises and only for so long as may be necessary in order to perform the Remediation. County shall use its best efforts to install any required monitoring wells, vent pipes or other installations in connection with the Remediation outside of the footprint of the Initial Improvements and all such installations shall be level with or below

the final grade of any landscaped areas, driveways or parking areas. If the installation of any temporary structures on the Premises are required in connection with any Remediation, County shall use its best efforts to install same in a location approved by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. Upon the completion of any Remediation, County shall, at its sole cost and expense, repair any damage to the Premises caused by the performance of such Remediation, fill any excavated area with clean and compacted fill (which shall be compacted to industry standard based upon good engineering and construction practices), and otherwise restore the Premises substantially to its condition as existed immediately prior to the performance of such Remediation. No Remediation shall be deemed to have been completed unless and until such restoration has been completed.

(c) Notwithstanding any provision of this Lease to the contrary, including, but not limited to, the provisions of this Section 31.07, in the event that any Hazardous Substances shall exist in or on any Building Parcel (whether discovered prior to or following the Effective Date) which Hazardous Substances were not introduced by Lessee, or any contractor, agent, Subtenant, licensee or invitee of Lessee, then (x) with respect to Hazardous Substances discovered after the Commencement Date, Lessee shall be entitled to an abatement of one (1) days' Rent allocated to such Building Parcel in accordance with the provisions of Section 5.01(b), for each day from and after the date such Hazardous Substances are discovered until the date on which County shall have completed all Remediation required to be performed pursuant to applicable Environmental Laws and shall have furnished to Lessee having jurisdiction and evidence reasonably satisfactory to Lessee that all Governmental Authorities having jurisdiction over such Remediation have finally determined that no further Remediation is required with respect to such Building Parcel, including, without limitation, a "no further action" letter from the applicable Governmental Authority (collectively, a "**Remediation Certification**") and (y) with respect to Hazardous Substances discovered on or before the Commencement Date, Tenant's obligation to pay Rent with respect to such Building Parcel shall not commence and Tenant shall have no other obligation with respect to such Building Parcel, unless and until County shall have completed all Remediation required by applicable Requirements and shall have furnished to Lessee a Remediation Certification with respect thereto. In addition, notwithstanding any provision of this Lease to the contrary, including, but not limited to, the provisions of this Section 31.07, if any provision of the VCA or the effect of any Remediation shall interfere (by more than a de minimis amount) with (i) the commencement or performance of any Lessee's Work on any Building Parcel, including, but not limited to, the Initial Improvements, or (ii) the end use of such Building Parcel for the purposes contemplated by Lessee (the "**Proposed Use**"), including but not limited to, any restriction (in the VCA or otherwise) whether now existing or hereafter affecting any Building Parcel, which does not permit such use (the conditions described in clauses (i) or (ii) of this Section 31.07(c), as the case may be, being hereinafter called a "**Remediation Abatement Condition**"), and such Remediation Abatement Condition is not remedied within five (5) days after notice to County addressed to Division of Environmental Quality at 225 Rabro Drive East, Hauppauge, New York 11788, Attention: Director, and County Executive, H. Lee Dennison Building, Veterans Memorial Highway, Hauppauge, New York 11788, Attention: Chief Deputy, then Lessee shall be entitled to an abatement of one (1) days' Rent allocated to such Building Parcel in accordance with the provisions of Section 5.01(b), for each day from and after the date such Remediation Abatement Condition commenced until the date such Remediation Abatement Condition is remedied. For purposes of this Section 31.07(c),

in the event that the VCA or other Remediation shall not permit the Proposed Use on the applicable Building Parcel and Lessee shall determine (in its sole and absolute discretion and without any obligation to do so) to modify the end use of such Building Parcel to another income producing end use that is not restricted by the VCA or the effect of any Remediation, then the Remediation Abatement Condition shall be deemed to have been remedied upon Lessee commencing to use such Building Parcel for such alternative end use. Nothing set forth in this Section shall be deemed to limit Lessee's rights pursuant to Section 4.01(c) of this Lease.

Section 31.08 Without limiting the provisions of Section 31.07, if, during the performance of any Lessee's Work, Hazardous Substances are discovered at the Premises, which Hazardous Substances were not introduced by Lessee, or any contractor, agent, Subtenant, licensee or invitee of Lessee, and the presence or condition of such Hazardous Substances: (a) requires investigation and/or remediation under applicable Environmental Laws or; (b) interferes with or hinders performance of any Lessee's Work, then Lessee shall have the right, but not the obligation, in its sole discretion, in lieu of or in conjunction with, any Remediation being performed by County as described in Section 31.07, to perform such investigation and/or remediation (hereinafter referred to as "**Lessee's Remediation**"), provided that all Lessee's Remediation may only be performed under the supervision or oversight of the applicable Governmental Authority and Lessee shall exercise due care to avoid exacerbating any conditions relating to the presence of Hazardous Substances existing on the Premises. If Lessee exercises its rights pursuant to the provisions of this Section 31.08 Lessee shall perform Lessee's Remediation in a good and workmanlike manner (subject to applicable Environmental Laws), expeditiously and continuously (subject to any delays caused by the applicable Governmental Authorities supervising or having oversight over Lessee's Remediation). Lessee shall provide County with notice of its intention to proceed with any Lessee's Remediation and shall provide County, as Lessee's Remediation progresses, with copies of paid invoices setting forth the reasonable out-of-pocket costs incurred by Lessee in connection with Lessee's Remediation and Lessee shall have the right to off set such reasonable out-of-pocket costs against future installments of Rent. The exercise by Lessee of its rights pursuant to the provisions of this Section 31.08 shall not limit Lessee's right to the Rent abatement(s) described in Section 31.07(c). In the event that Lessee does not elect to perform Lessee's Remediation, County shall perform all required Remediation pursuant to the terms of the VCA and/or otherwise in accordance with applicable Environmental Laws, the requirements of any Governmental Authority and the terms and provisions of this Lease.

Section 31.09 Notwithstanding any provision of this Lease to the contrary, in the event that, at any time during the Term, any Hazardous Substances exist on any Building Parcel that were not introduced by Lessee, or any contractor, agent, Subtenant, licensee, or invitee of Lessee, under conditions or at concentrations that render it impossible or impracticable for Lessee to complete development of such Building Parcel in a manner that would allow the end use of such Building Parcel for the Proposed Use, including, but not limited to, circumstances where Hazardous Substances remain at concentrations exceeding the thresholds established by the New York State Department of Environmental Conservation (or any successor Governmental Authority) for such use (an "**Environmental Impediment**"), then Lessee shall be entitled to an abatement of one days' Rent allocated to such Building Parcel in accordance with the provisions of Section 5.01(b), for each day such Environmental Impediment continues until the date on which County has fully remedied such Environmental Impediment. For purposes of this Section 31.09, in the

event that Lessee shall determine (in its sole and absolute discretion and without any obligation to do so) to modify the end use of a Building Parcel affected by an Environmental Impediment, to another income producing end use that is not so affected, then the Environmental Condition shall be deemed to have been remedied upon Lessee commencing to use such Building Parcel for such alternative end use. County shall be liable for all costs and expenses incurred by Lessee in connection with the Improvements, which costs would not have been incurred if the Premises did not contain Hazardous Substances that were not introduced by Lessee, including, but not limited to, the cost of installing any vapor barrier on the foundation and/or sidewalls of the Improvements or any system to address vapors in the soil or groundwater that may be required by any Governmental Authority to the extent that such barriers and/or systems exceed the barriers, systems, or other measures that otherwise would have been required, and the incremental increase in Lessee's construction costs, including but not limited to, demolition, excavation, removal and disposal costs of contaminated soil, and construction of the foundation systems of the improvements to be erected on the Premises, resulting from the existence of such Hazardous Substances. In connection with any activities of Lessee on any Building Parcel affected by any conditions described in this Section 31.09, Lessee shall exercise due care to avoid exacerbating any conditions relating to the presence of Hazardous Substances existing on the applicable Building Parcel.

Section 32. Financing of Improvements

Section 32.01 Lessee may from time to time during the Term, mortgage, hypothecate or encumber, in whole or in part, its interest in this Lease, the Premises and any subleases, under one or more Leasehold Mortgages any time, from time to time, and assign this Lease, and any subleases as collateral security for any such Leasehold Mortgage. For purposes hereof "**Leasehold Mortgage**" means each mortgage constituting a lien on Lessee's right, title and interest under this Lease, including, without limitation, Lessee's interest in the Premises or any portion(s) thereof, and "**Leasehold Mortgagee**" means any person or party that is the mortgagee under a Leasehold Mortgage which may include, without limitation, the IDA.

Section 32.02 The Leasehold Mortgage shall encumber only Lessee's interest as Lessee in the Premises and its interest as owner of the Improvements. In no event shall County be required to encumber or subordinate its fee title to the Property or any part thereof or interest therein for any reason.

Section 32.03 County agrees to amend this Lease to provide for any commercially reasonable changes that a Leasehold Mortgagee (or its servicer) may request, provided the Rent and the Term are not reduced and County's interest in this Lease is not otherwise materially adversely affected. County shall execute, acknowledge (if required) and deliver to Lessee, within fifteen (15) days following delivery of Lessee's request addressed to: Suffolk County Department of Law, H. Lee Dennison Building 100 Veterans Memorial Highway, Hauppauge, New York 11788, Attention: County Attorney, any such amendment or modification to this Lease; provided, however, if (i) Lessee requires County to execute, acknowledge and deliver any such amendment or modification on an expedited basis in order to meet a deadline or as a result of another time constraint (provided the need for such expedited action is not the result of any unreasonable delay by Lessee in submitting such amendment or modification to County for execution), and (ii) such request to County for County's execution, acknowledgement and

delivery of such amendment or modification sets forth in bold type the following: "**THE REQUEST FOR ACTION SET FORTH IN THIS NOTICE CONSTITUTES AN EMERGENCY AND ACCORDINGLY, COUNTY'S ACTION IS REQUIRED WITHIN FIVE (5) BUSINESS DAYS**", then County shall execute, acknowledge and deliver to Lessee such amendment or modification within five (5) Business Days following delivery of Lessee's request addressed as set forth in this Section. If County shall fail to execute and deliver any such amendment or modification within such 15-day or 5-Business Day period, as the case may be, then, Lessee shall be entitled to an abatement of one days' Rent for each day after such 15-day or 5-Business Day period, as the case may be, that County fails to execute, acknowledge and deliver such amendment or modification.

Section 32.04 Lessee or any Leasehold Mortgagee shall promptly deliver to County, in the manner provided for the giving of notice under Section 29, a true copy of the Leasehold Mortgage, and shall notify County of the address of the Leasehold Mortgagee to which notices from County may be sent.

Section 32.05 Until such time as construction of the Initial Improvements contemplated by this Lease is complete, all of the net proceeds from any construction loan secured by Lessee's interest in the Premises shall be utilized in connection with the development and construction of such Initial Improvements, except that such proceeds may also be used to pay any developers' fee, including, overhead, profit and reimbursement of expenses.

Section 32.06 County agrees that so long as any Leasehold Mortgage, or assignments thereof, shall be held by a Leasehold Mortgagee and remain unsatisfied of record, or until written notice of satisfaction is given by the Leasehold Mortgagee to County, the following provisions shall apply:

(1) There shall be no cancellation, surrender, or modification of this Lease other than by joint action of the parties hereto and the Leasehold Mortgagee.

(2) Provided Lessee gives to County written notice of the name and address of the Leasehold Mortgagee as required above, County shall, upon serving Lessee with any notice of default, simultaneously serve a copy of such notice upon the Leasehold Mortgagee. Such Leasehold Mortgagee, in case Lessee shall be in default under this Lease, shall have the right (but not the obligation) to remedy such default, or cause the same to be remedied, and County shall accept such performance by or at the instance of such Leasehold Mortgagee as if the same had been made by Lessee. A Leasehold Mortgagee shall have the right to abandon such cure at any time upon notice to Landlord. No performance by or on behalf of such Leasehold Mortgagee shall cause it to become a "mortgagee in possession" or otherwise cause it to be deemed to be in possession of the Premises or bound by or liable under this Lease.

(3) County shall not exercise any right of County under this Lease to terminate this Lease because of any default or breach hereunder on the part of Lessee (and any Notice of Termination theretofore given to Lessee shall be void and of no effect) if such Leasehold Mortgagee shall (i) within sixty (60) days after its receipt of

written notice to Leasehold Mortgagee from County of its intention to terminate this Lease for such default or breach, give notice to County of its intention to cure such default or breach if the same is susceptible of cure by Leasehold Mortgagee (a "**Cure Notice**"), and (ii) (A) cure any such default which may be cured by the payment or expenditure of money within thirty (30) days after it gives such Cure Notice, or (B) diligently take action to obtain possession of the Premises, including possession by receiver, and to cure such default or breach in the case of a default or breach which cannot be cured unless and until such Leasehold Mortgagee has obtained possession and shall, during such time, pay all rental and all other payments required to be made under this Lease, or (C) if such default or breach is not so curable under the foregoing subparagraphs (A) or (B), shall institute and carry forward with due diligence foreclosure or sale proceedings under its Leasehold Mortgage; provided, however, such Leasehold Mortgagee shall not be required to continue such action for possession or such foreclosure or sale proceedings if such default or breach shall be cured by Lessee. Upon completion of any such foreclosure or sale proceedings under said Leasehold Mortgage, the purchaser, whether such Leasehold Mortgagee or otherwise, at such sale shall be recognized by County as Lessee under the terms of this Lease for all purposes and shall be bound hereby for the remaining Term hereof. A Leasehold Mortgagee who acquires title to Lessee's interest in this Lease by acceptance of a deed in lieu of foreclosure shall be deemed a "**purchaser**" for these purposes. No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for as long as it remains, the owner of Lessee's interest in this Lease. If Leasehold Mortgagee shall acquire Lessee's interest in this Lease as a result of a sale under such Leasehold Mortgage pursuant to a judgment of foreclosure and sale, or through any transfer in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Leasehold Mortgagee shall have the right to transfer Lessee's interest in this Lease to an affiliate of the Leasehold Mortgagee or a third party in connection with such foreclosure or deed-in-lieu settlement, whereupon such Leasehold Mortgagee shall be relieved of any further liability under this Lease from and after such transfer.

(4) County agrees that, in the event of a termination of this Lease, County shall upon request of any Leasehold Mortgagee and upon payment by such Leasehold Mortgagee of the sums set forth in subsection (c) below (and whether or not a Cure Notice may have been given) enter into a new lease of the Premises with the Leasehold Mortgagee or its designee for a term equal to what would have been the remainder of the Term if this Lease had not been terminated, which new lease shall be effective as of the date of such termination and shall be at the same Rent and upon the same terms, provisions, covenants and agreements as are contained in this Lease, except that the tenant under the new lease or title thereto shall have the same right, title and interest in and to the Premises to the extent, if any, that Lessee had prior to the termination of this Lease, provided that:

(A) Leasehold Mortgagee makes written request upon County for such new lease within sixty (60) days of the date on which notice of the termination of this Lease shall have been given to Leasehold Mortgagee;

(B) Leasehold Mortgagee or its designee executes and delivers such new lease within forty-five (45) days after the delivery of the new lease by County to Leasehold Mortgagee in response to the request made pursuant to subsection (A) above; and

(C) Leasehold Mortgagee pays to County at the time of the execution and delivery of said new lease all sums which would at the time of the execution and delivery thereof be due pursuant to this Lease but for such termination, including, without limitation, any interest, penalties and late charges which have accrued thereon, together with any reasonable costs and expenses, including reasonable attorneys' fees, which County shall have incurred by reason of such termination.

(5) County shall reasonably cooperate with Leasehold Mortgagee to obtain possession of the Premises under any new lease made pursuant to Section 32.06(4), provided that County shall have no liability to Leasehold Mortgagee if, despite such cooperation, Lessee shall fail to vacate the Premises.

Section 32.07 County agrees that the name of the holder of the Leasehold Mortgage may be added to the "Loss Payable Endorsement" of any and all insurance policies insuring the Improvements required to be carried by Lessee under this Lease, with all such insurance proceeds to be applied in the manner specified in the Leasehold Mortgage.

Section 32.08 In the event of an assignment of the Leasehold Mortgage or in the event of a change of address of the holder of the Leasehold Mortgage or of an assignee of such mortgage, notice of the new name and address shall be promptly provided to County.

Section 32.09 County hereby agrees that, upon request by the Leasehold Mortgagee, it shall furnish the Leasehold Mortgagee with an Owner's Estoppel Certificate in such reasonable form as shall be requested by the holder of the Leasehold Mortgage.

Section 32.10 The rights of the Leasehold Mortgagee hereunder shall not diminish any right or claim of County against Lessee pursuant to this Lease (except as otherwise provided in this Section 32 to the contrary).

Section 32.11 So long as a Leasehold Mortgagee or its designee or the successor of either, continues to pay the Rent due hereunder and is diligently exercising its cure rights within the applicable cure periods set forth herein (or its rights under the Leasehold Mortgage to obtain control over the Premises, to the extent necessary to effect such cure), County shall not (i) re-enter the Premises, (ii) serve the Notice of Termination described in Section 28.02(a) or (iii) bring a proceeding on account of such default to (A) dispossess Lessee and/or other occupants of the Premises, (B) re-enter the Premises, or (C) terminate this Lease or the leasehold estate

created hereby. Leasehold Mortgagee shall not be required to cure the bankruptcy, insolvency, or any related or similar condition of Lessee.

Section 32.12 County and Lessee authorize each Leasehold Mortgagee to enter upon the Premises as necessary to cure a Lessee default hereunder and to take any action(s) reasonably necessary to effect such cure.

Section 32.13 Lessee's default as mortgagor under a Leasehold Mortgage shall not in and of itself constitute a default under this Lease.

Section 32.14 County shall, upon Lessee's request execute, acknowledge and deliver to Lessee and/or each Leasehold Mortgagee an agreement prepared at the reasonable cost and expense of Lessee and in form reasonably satisfactory to such Leasehold Mortgagee and County, confirming the provisions of this Article.

Section 32.15 During the Term of this Lease, County shall have no right to enter into any mortgage of its fee interest in the Premises or any part thereof.

Section 33. <u>Waiver of Redemption</u>

Section 33.01 Lessee hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event County obtains possession of the Premises in any lawful manner.

Section 34. <u>Quiet Enjoyment</u>

County covenants that if and so long as Lessee pays the Rent and fully and faithfully performs the material covenants hereof, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the provisions of this Lease.

Section 35. <u>Insolvency</u>

Section 35.01 If, after the execution of this Lease, Lessee shall be adjudicated bankrupt or adjudged to be insolvent, or a receiver or trustee shall be appointed for Lessee's property and affairs, or Lessee shall made an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or arrangement, or shall make application for the appointment of a receiver, or if any such petition shall be filed against Lessee, or any execution or attachment shall be issued against Lessee or any of Lessee's property whereupon the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee, and such petition, execution or attachment shall not be set aside, dismissed, vacated, discharged or bonded within sixty (60) days after the issuance of the same, this Lease, at the sole option of County, may be canceled and terminated immediately.

Section 35.02 Subject to the rights of any Subtenants, if this Lease shall be so canceled and terminated, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises, and County, in addition to other rights and

remedies County has by virtue of any provisions of this Lease or of any statute or rule of law, may retain on account of liquidated damages any Rent, or moneys received by it from Lessee or others in behalf of Lessee. In no event shall this Lease be or be considered an asset of Lessee's estate in bankruptcy or insolvency, or of any receiver or trustee with respect thereto.

Section 35.03 For purposes of this Section, any action or adjudication by, in behalf of, against, or with respect to the property or affairs of, any guarantor of Lessee's obligations pursuant to this Lease which, if taken by, against or with respect to Lessee, its property or affairs, would entitle County to exercise any remedy specified herein, may be treated, at County's sole option and discretion, as though it were so taken by, against or with respect to Lessee.

Section 35.04 In the event of cancellation and termination of this Lease, County shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Lessee as and for liquidated damages an amount equal to that excess of:

(1) The Rent payable for that year of this Lease in which this Lease shall so terminated, multiplied by the number of years and fraction of a year then constituting the unexpired portion of this Lease; over

(2) The rental value, for such unexpired portion of this Lease, of the Premises at the time of termination, discounted at the rate of four percent (4%) per annum to present worth, less commissions, advertising, cost of repairs and other expenses incidental to the reletting of such Premises.

Section 35.05 Nothing contained in this Lease shall limit or prejudice the right of County to prove for and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or arrangement proceedings an amount equal to the maximum allowed by any statute or rule of law governing such proceedings in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the excess referred to in the preceding sentence. In determining the rental value of the Premises, the rental realized by any reletting accomplished or accepted by County within a reasonable time after termination of this Lease shall be deemed, prima facie, to be the rental value.

Section 36. Further Documents

Section 36.01 County and Lessee will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

Section 36.02 Any party hereto shall deliver to any other party hereto, within fifteen (15) days after receipt of a written request therefor, an estoppel certificate in the form annexed hereto as Exhibit J, except that any Owners Estoppel Certificate described in Section 32.09 shall be in compliance with the provisions thereof.

Section 37. Public Relations

Section 37.01 The Department shall have the right to approve all press releases relating to this transaction which approval shall not be unreasonably withheld, conditioned or delayed. If the Department does not give Lessee written notice denying approval of any press release within three (3) Business Days after delivery of a request for such approval accompanied by a copy of such press release to the Department, at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788, Attention: Commissioner (which notice shall set forth the basis for such denial in reasonable detail), then the Department shall be deemed to have consented to such press release.

Section 38. Broker

Section 38.01 Lessee and County each represent and warrant that no broker has been concerned on its behalf in the negotiation of this Lease and that there is no such broker who is or may be entitled to be paid a commission in connection therewith except for Newmark Knight Frank ("**Broker**"), who shall be paid a commission pursuant to a separate agreement between Lessee and the Broker. Each party shall indemnify and save harmless the other party of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever (other than Broker) based upon a claim of services rendered to such party, whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Lease (to include reasonable attorneys and other professional fees).

Section 39. 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 40. Force Majeure

Section 40.01 Neither County nor Lessee shall be deemed to be in violation of this Lease if it is prevented from or delayed in performing any of its obligations under this Lease by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy or terrorism, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are nor within its control (such circumstances, "**force majeure**"); provided, however, in no event shall any delay or failure by either party to pay any sum required to be paid by such party pursuant to this Lease be excused by reason of any force majeure and in no event shall lack of funds be deemed to be a force majeure.

Section 40.02 No abatement, diminution or reduction of the fees or other charges payable by Lessee shall be claimed or allowed to Lessee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or of any other municipal, governmental, or lawful authority whatsoever, other

than County and the Department, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting there from or by any other cause or causes beyond the control of County, nor shall this Lease be affected be any such causes, except as otherwise provided in this Lease to the contrary.

Section 41. Miscellaneous

Section 41.01 At the option of either party, a memorandum of this Lease in the form annexed hereto as **Exhibit K**, may be recorded in the public land records. County shall cooperate with Lessee in effecting any such recordation, including, without limitation, the execution, acknowledgement and delivery of a memorandum of this Lease in accordance with and pursuant to the Real Property Law Section 291.

Section 41.02 County reserves the right to hold or to approve the holding of special events at the Airport by County or by other entities, provided County gives Lessee at least fifteen (15) days' prior written notice describing the proposed event and further provided such events shall not be conducted on any part of the Premises, or materially interfere with Lessee's use and operation of any part of the Premises. Lessee shall have the right to hold or to approve the holding of special events at the Premises by Lessee or by other entities, provided Lessee gives County at least fifteen (15) days' prior written notice describing the proposed event and further provided such events shall not be conducted outside of the Premises or materially interfere with County's use and operation of the Airport.

Section 41.03 During the Term, Lessee alone shall be entitled to claim depreciation in the Premises and all changes, additions and alterations therein, and all renewals and replacements thereof, for all taxation purposes.

Section 41.04 Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 41.05 This Lease is subject to the approval of the Suffolk County Legislature.

Section 41.06 Notwithstanding the execution and delivery of this Lease by Lessee to County, this Lease shall not be binding upon County or Lessee unless and until all County Approvals shall have been obtained and County shall have executed and delivered a fully executed counterpart of this Lease to Lessee. Upon Lessee's request made at any time prior to issuance of the County Approvals and execution and delivery of this Lease by County to Lessee, County shall return all executed counterparts of this Lease to Lessee and this Lease shall have no force or effect.

Section 41.07 All Article and Section references set forth herein shall, unless the context otherwise requires, be deemed references to the Articles and Sections of this Lease.

Section 41.08 The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of County and Lessee and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns.

Section 42. Non-Discrimination Requirements

In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other County, State and Federal administrative, statutory and constitutional nondiscrimination provisions, Lessee shall not discriminate against any employee or applicant for employment because of actual or perceived race, creed, color, national origin, sexual orientation, military status, sex, disability or marital status of any person.

Section 43. Non-Discrimination In Services

Section 43.01 During the performance of this Lease Lessee will not, on the grounds of actual or perceived race, creed, color, national origin, sexual orientation, military status, sex, disability or marital status of any person, deny any individual any service(s) or other benefits provided under the program or provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under the program.

Section 44. Prevailing Wage

Section 44.01 Lessee agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law for all of Lessee's Work in connection with the construction and preparation of the Improvements, including, but not limited to, the building, land, parking lot, and all other portions of the Premises.

Section 44.02 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.

Section 44.03 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.

Section 44.04 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 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 44.05 During the construction of the Improvements, in Lessee 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 44.06 During the construction of the Improvements, Lessee shall provide to County employment attendance sheets for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form reasonably acceptable to County, containing such information as the Commissioner of the Department of Labor reasonably deems appropriate, including job classification, hours of employment, wage rate and supplements payable, and employer.

Section 45. Waiver of Jury Trial

Section 45.01 To the extent permitted by law, Lessee waives: any notice of re-entry or of the institution of legal proceedings to that end; any right of redemption, re-entry or repossession; any right to trial by jury in any action or proceeding or in any matter in any way connected with this Lease or the Premises; and the benefit of any laws now or hereafter in force exempting property for rent or for debt.

Section 45.02 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 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 46. Copies of Articles of Organization

Lessee agrees to submit to the Department a copy of Lessee's articles of organization, if not on file with the Department, and any amendments thereto made during the term of this Lease.

Section 47. Intentionally Omitted

Section 48. Cooperation on Claims

Lessee agrees to render diligently to County any and all reasonable cooperation, without additional compensation, that may be required to defend County against any claims, demand, or action that may be brought against County in connection with this Lease.

Section 49. Representations and Warranties of Lessee

Lessee represents, warrants and covenants to County that as of the Effective Date the following representations and warranties are true in all material respects and that the same shall be true in all material respects as of the Commencement Date and throughout the Term:

(a) Lessee is a Delaware limited liability company duly organized or formed and in good standing under the laws of the state of its organization or formation and has the requisite power and authority to enter into and to perform the terms of this Lease and all documents related thereto ("**Related Documents**") now or hereafter to be executed and delivered by it pursuant to this Lease and to perform all of Lessee's obligations arising under this Lease and the Related Documents. Lessee is not subject to any law, order, decree, restriction, or agreement which prohibits or would be violated by this Lease or the consummation of the transactions contemplated hereby.

(b) This Lease constitutes and the Related Documents will constitute the legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with their respective terms. The execution and delivery of this Lease was duly authorized by all necessary action of Lessee, none of which action has been rescinded or otherwise modified. This Lease and the Related Documents do not and will not contravene any provision of the organizational documents comprising Lessee.

Section 50. Representations of County

County represents, warrants and covenants to Lessee that as of the Effective Date the following representations and warranties are true in all material respects and that the same shall be true in all material respects as of the Commencement Date and throughout the Term:

(a) County is a municipal corporation duly organized and existing under the laws of the State of New York and is duly authorized and empowered to enter into and perform its obligations under this Lease and to execute and perform its obligations under Related Documents. County is not subject to any law, order, decree, restriction, or agreement which prohibits or would be violated by this Lease or the consummation of the transactions contemplated hereby. This Lease constitutes and all Related Documents to be executed by County will each constitute, the legal, valid and binding obligation of County, enforceable in accordance with their respective terms. This Lease and the Related Documents do not and will not contravene any provision of the legislative enactments pertaining to County and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which County is party or by which it is bound.

(b) County has good, indefeasible, and marketable fee simple title to the Premises, and the full right and authority to make and execute this Lease.

(c) There are no outstanding notices of, nor, to County's best knowledge, are there, any violations of any law, regulation, ordinance, order or other requirements of any Governmental Authority having jurisdiction over or affecting any part of the Premises.

(d) On the Effective Date, the Premises will be located within a New York State Empire Empowerment Zone.

(e) County has not granted any person, firm, corporation or entity other than Lessee any right or option currently in effect to acquire the Premises or the leasehold interest therein or

any portion thereof and no person, firm, corporation or entity shall obtain such right or option other than Lessee by the execution of this Lease.

(f) There are no judgments, orders, or decrees of any kind against County or the Premises unpaid or unsatisfied of record, nor any actions, suits or other legal or administrative proceedings, including any condemnation proceeding, pending or threatened against County or the Premises, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of County or the Premises or the ability of County to consummate the transactions contemplated by this Lease.

(g) County will not grant any lien or cause any instrument to be recorded that would further encumber the Property in any manner, except as may be approved by Lessee, which approval will not unreasonably be withheld, provided such lien or encumbrance shall not result in any monetary obligations upon Lessee, shall not affect the Term, and shall not otherwise materially adversely affect Lessee's interest in this Lease or its use and enjoyment of the Premises.

The foregoing representations shall survive the Commencement Date.

Section 51. Not a Co-Partnership

Nothing contained in this Lease shall create or be construed as creating a co-partnership between County and Lessee or to constitute Lessee or Lessee's employees as agents or employees of County.

Section 52. Relationship of the Parties

Neither Lessee nor any person authorized by Lessee to use the Premises shall be considered employees of County for any purpose. The relationship of 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 or employee of 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 County.

Section 53. County Representatives

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

Section 54. **Intentionally Omitted**

Section 55. **No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of County or Lessee 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 56. **Certification**

The parties to this Lease hereby certify that, as of the Effective Date, other than the funds provided in this Lease and other valid leases with 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 57. **Set-Off Rights**

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

Section 58. **Non Responsible Party**

Lessee certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "**conviction**" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "**NONRESPONSIBLE BIDDER**."

Section 59. **Intentionally Omitted**

Section 60. **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 County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the **Exhibit D** entitled "**Suffolk County Legislative Requirements**." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site

at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

Section 61. Chemicals, Fungicides, Herbicides and Pesticides

Section 61.01 All chemicals, fungicides, herbicides and pesticides (if any) applied to the Premises shall be approved by the Commissioner of prior to use. Lessee shall comply with Suffolk County Code Chapter 380 (Pest Control) set forth more fully at **Exhibit D** and any other applicable federal, state, and local laws. Lessee shall apply for any necessary exemptions from Suffolk County Code Chapter 380. All notice and reporting requirements shall be adhered to.

Section 61.02 Lessee shall use its commercially reasonable efforts to limit the use of pesticides and to operate with the lowest amount of nonorganic fertilizer possible. Lessee shall refrain from applying fertilizers on frozen ground. Lessee shall store, handle and dispose of such materials and chemicals in accordance with any applicable Environmental Laws.

Section 62. Suffolk County Legislative Requirements

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

Section 63. Governing Law

Section 63.01 This Lease shall be construed and enforced in accordance with 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 63.02 Notwithstanding anything contained in this Lease 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 64. Severability

It is 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 65. Right of First Refusal

Throughout the Term, Lessee shall have the right of first refusal to purchase the Premises as hereinafter set forth. If at any time during the Term, County shall receive a bona fide offer from a third party for the purchase of the Premises or any portion thereof (the Premises or such applicable portion, the "**Affected Premises**"), which offer County shall desire to accept, County

shall promptly and concurrently deliver a copy of such offer to Lessee (the "**Offer**"). Lessee may elect to purchase the Affected Premises at any time upon notice to County given within thirty (30) days after receipt of such Offer, on substantially the same terms as those set forth in such Offer, excepting that Lessee shall not have less than ninety (90) days from the date of its election to close the purchase transaction and Lessee shall be credited against the purchase price to be paid by Lessee, with a sum equal to the amount of any brokerage commissions, if any, which County shall save by a sale to Lessee. If Lessee shall not so exercise its right of first refusal, and within twelve (12) months after the date of the Offer, such third party offer is not consummated (by delivering a deed to the offeror), on the terms set forth in the Offer, County shall again be required to deliver the Offer to Lessee and Lessee shall have the right to accept the Offer as provided in this Section 65. Lessee's right of first refusal to purchase shall remain applicable to subsequent offers. If County shall sell the Affected Premises (and/or all of the Premises or any other portion thereof) after a failure of Lessee to exercise its right of first refusal, such sale shall be subject to this Lease, and Lessee's right of first refusal shall continue to be applicable to subsequent sales of the Premises or any portion thereof.

Section 66. Obligation to be Reasonable

Section 66.01 In any instance where the consent or approval of County, County's Attorney, the Department, or any other governmental entity, agency or authority is required to be obtained, such consent or approval shall, except to the extent a different standard is provided in this Lease, not be unreasonably withheld, conditioned or delayed. In any instance where County, County's Attorney, the Department, or any other Governmental Authority is required or permitted to exercise its judgment or discretion, such judgment or discretion shall, except to the extent a different standard is provided in this Lease, be exercised reasonably.

Section 66.02 In any instance where the consent or approval of Lessee is required to be obtained, such consent or approval shall, except to the extent a different standard is provided in this Lease, not be unreasonably withheld, conditioned or delayed. In any instance where Lessee is required or permitted to exercise its judgment or discretion, such judgment or discretion shall, except to the extent a different standard is provided in this Lease, be exercised reasonably.

Section 67. Entire Agreement

Section 67.01 This Lease consists of the following: Sections 1 through 67 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 County and Lessee.

Section 67.02 Lessee agrees that no representations or warranties shall be binding upon County unless expressed in writing, in this Lease.

Section 67.03 References contained in this Lease 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.

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

COUNTY OF SUFFOLK

By: _____
Name:
Title:
Date: _____

RECHLER@GABRESKI LLC

By: _____
Name: Greg Rechler
Title: Member
Date: 3/18/09

APPROVED BY:

DEPARTMENT OF ECONOMIC
DEVELOPMENT AND WORKFORCE
HOUSING

By: _____
Name:
Title: Commissioner
Date: _____

RECOMMENDED BY:

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Basia Deren Braddish
Asst. County Attorney
Date: _____

Schedule A

ANNUAL RENT

INITIAL TERM

LEASE YEAR	ANNUAL RENT
1	$572,275.00
2	$222,275.00
3-4	$444,550.00
5-6	$666,825.00
7-8	$777,962.50
9-10	$889,100.00
11-15	$924,664.00
16-20	$961,650.56
21-25	$1,000,116.58
26-30	$1,040,121.24
31-35	$1,081,726.09
36-40	$1,124,995.13

Exhibit A

DESCRIPTION OF PROPERTY

The parties acknowledge and agree that an accurate legal description of the Property cannot be drawn until completion of an accurate and guaranteed survey of the Property by Lessee's surveyor. Upon the completion of such survey, the parties agree that the legal description of the Property drawn by Lessee's title company based upon such survey shall be annexed hereto as this Exhibit A and shall be deemed to be a part of this Lease.

Exhibit B

SURVEY

The parties acknowledge and agree that upon completion of an accurate and guaranteed survey of the Property, such survey shall be annexed hereto as this Exhibit B and shall be deemed to be a part of this Lease.

Exhibit C

Intentionally Omitted

Exhibit D

Suffolk County Legislative Requirements

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

This Agreement is subject to the Living Wage Law of County of Suffolk to the extent applicable. 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 County of Suffolk. Under the provisions of the Living Wage Law, County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "**Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)**"

Suffolk County Living Wage Form LW-38; entitled "**Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit**"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "**Use of County Resources to Interfere with Collective Bargaining Activities**". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "**Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit**"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by County or an awarding agency, where such compensation is one hundred percent (100%) funded by 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 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 County or awarding agency, where such compensation is one hundred percent (100%) funded by 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 County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "**Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees**"

"**Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees**" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "**A Local Law To Amend Local Law No. 5-1993, To Prohibit County of Suffolk From Contracting With Corporations That Reincorporate Overseas.**" Such law provides that no contract for consulting services or goods and services shall be awarded by County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "**Child Sexual Abuse Reporting Policy**", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Pesticide Application

Lessee agrees to comply with Suffolk County Code Chapter 380 and any other County laws, regulations or policies relating to pesticide use as they exist now or as they may be adopted or amended, as relating to the Premises.

9. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "**conviction**" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "**Nonresponsible Bidder.**"

10. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against County of Suffolk or any of its programs, funded by County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

11. Suffolk County Local Laws

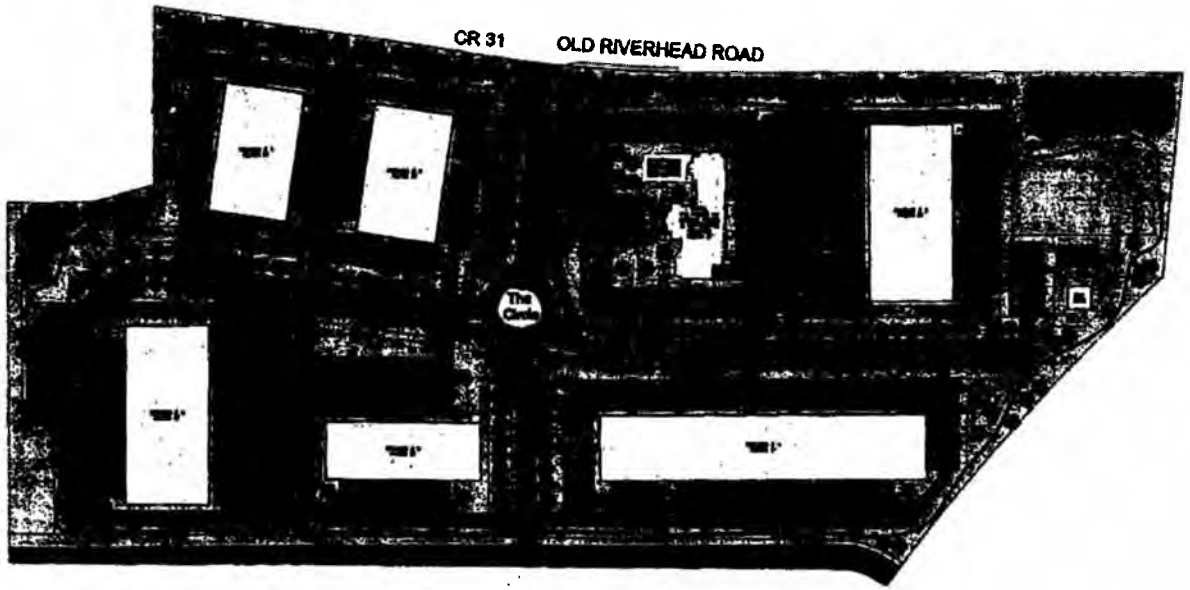
Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk<http://www.co.suffolk.ny.us>. Click on **"Laws of Suffolk County" under "Suffolk County Links."**

End of Text for Exhibit D

Exhibit E

PRELIMINARY SKETCH

[See Attachment]



GRAPHIC SCALE

Building #	Building Area	
1	46,750	SF
2	46,750	SF
3	67,900	SF
4	56,000	SF
5	41,250	SF
6	56,200	SF
SUBTOTAL	356,850	SF
HOTEL	73,000	SF
TOTAL	444,000	SF

143 ROOMS

RECHLER EQUITY
PARTNERS

SUITE 184W
225 BROADHOLLOW ROAD
MELVILLE, N.Y. 11747
631-414-8400

NO.	DATE	BY	DESCRIPTION
4			
3			
2			
1			

GARRISON SUPPORT

DRAWING TITLE
SITE PLAN

C-1

Exhibit F-1

FORM OF SEVERANCE LEASE

FRANCIS S. GABRESKI

GROUND LEASE
(SEVERANCE LEASE)

between

COUNTY OF SUFFOLK

and

[_____]

Date: _____ __, _____

EXHIBIT F-2

FORM OF SEVERANCE AGREEMENT

LEASE SEVERANCE AGREEMENT

BETWEEN

COUNTY OF SUFFOLK, as Lessor

AND

RECHLER @ GABRESKI LLC, as Lessee

Premises: Francis S. Gabreski Airport
Section:
Block:
Lot:
County: Suffolk

Dated:

RETURN BY MAIL TO:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Belinda Schwartz

LEASE SEVERANCE AGREEMENT

AGREEMENT made this ___day of _____, 2009, by and among COUNTY OF SUFFOLK, a municipal corporation, acting through its duly constituted DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING, AVIATION DIVISION, having an address at C/O ("**County**") and RECHLER @ GABRESKI LLC a New York limited liability company, having its principal place of business at c/o Rechler Equity Partners, 225 Broadhollow Road, Melville, New York 11747 ("**Lessee**").

WITNESSETH:

WHEREAS, County, as Lessor, and Lessee, as Lessee entered into a certain Ground Lease dated as of _____, 2009 (the "**Lease**");

WHEREAS, the Lease now covers the premises described on **Schedule A** annexed hereto and made a part hereof (the "**Property**");

WHEREAS, the provisions of the Lease permit the Lease to be severed, from time to time, into two (2) or more separate and distinct leases each covering a distinct Building Parcel.

NOW, THEREFORE, in consideration of the sum of Ten Dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Capitalized terms used in this Agreement that are not otherwise defined shall have the meanings set forth in the Lease.

2. From and after the date hereof, the Lease shall be and hereby is severed, split and divided into ____ separate and distinct leases with respect to the portion of the Property that is covered by the Severance Lease(s), which are being executed and delivered by the County, as lessor, and Lessee (or Lessee's designee), as lessee, simultaneously herewith in substitution for the Lease, as follows:

a.

b.

c.

d.

e.

.....

3. From and after the date hereof, the provisions of the Lease are hereby superseded and replaced by the provisions of the Severance Lease(s) with respect to the portion of the Property covered by such Severance Lease(s).

4. This Agreement may not be changed or terminated orally. The covenants contained herein shall run with the land and shall be binding on and inure to the benefit of the parties hereto, and their respective successors and assigns.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first set forth above.

COUNTY OF SUFFOLK

By:_____
Name:
Title:

RECHLER @ GABRESKI LLC

By:_____
Name:
Title:

STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

On the ____ day of _____ in the year 2009 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 NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

On the ____ day of _____ in the year 2009 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 G

FORM OF ESCROW AGREEMENT

Escrow Agreement

This ESCROW AGREEMENT (this "**Agreement**"), dated as of the ____ day of _____, 200_, is made by and among **RECHLER@GABRESKI LLC**, having an address at c/o Rechler Equity Partners, 225 Broadhollow Road, Melville, New York 11747 ("**Lessee**"), **COUNTY OF SUFFOLK**, having an address at County Center, Riverhead, New York 11901 ("**County**"), and _____ having an address at _____ ("**Escrow Agent**").

WHEREAS:

A. County, as lessor, and Lessee, as lessee, have entered into that certain Ground Lease Agreement of even date herewith (the "Lease") pursuant to which County is leasing to Lessee, certain premises located at the Francis S. Gabreski Airport, in the Town of Southampton, County of Suffolk, State of New York, as more fully described in the Lease.

B. Pursuant to the Lease, Lessee is required to deposit with a title company chosen by Lessee, as escrow agent, a good faith deposit in the sum of Six Hundred Fifty Thousand and 00/100 ($650,000.00) Dollars (the "Deposit") which Deposit may be either in the form of cash, or one or more letter(s) of credit with County designated as beneficiary thereof.

C. Escrow Agent is willing to serve as escrow agent under this Agreement and to hold the Deposit in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined, shall have the meanings ascribed to such terms in the Lease.

2. Escrow Agent hereby acknowledges receipt of one or more letter(s) of credit in the aggregate amount of Six Hundred Fifty Thousand and 00/100 ($650,000.00) Dollars, a copy or of which is annexed hereto as Exhibit A (the "**Letter of Credit**") and agrees to hold the Letter of Credit, as escrow agent, pursuant to the provisions of this Agreement. The parties acknowledge and agree that, pursuant to the Lease, if the Deposit is in the form of a Letter of Credit (i) Lessee may (but is not obligated to) substitute therefor, a cash deposit in the sum of Six Hundred Fifty Thousand and 00/100 ($650,000.00) Dollars (the "**Cash Deposit**"), and (ii) if the Commencement Date shall occur prior to any such substitution, Lessee shall deposit the Cash Deposit with Escrow Agent promptly following the Commencement Date, and in either case, upon and simultaneously with, receipt by Escrow Agent of the Cash Deposit, Escrow Agent shall return the Letter of Credit to Lessee.

3. Escrow Agent shall deliver the Letter of Credit only under the following conditions:

(b) To Lessee, upon and simultaneously with, receipt by Escrow Agent of the Cash Deposit as described in Section 2 of this Agreement; or

(c) To Lessee, upon receipt by Escrow Agent of written notice from Lessee that it has terminated the Lease prior to the Commencement Date in accordance with the provisions of the Lease, a copy of which notice shall be concurrently given to County; or

(d) In accordance with the joint written instructions of Lessee and County.

4. If Escrow Agent receives the Cash Deposit, then, Escrow Agent shall deposit same in a separate account at [Bank], [Address], in trust for Lessee and County (the "**Escrow Account**"). The Escrow Account shall be of a type designated by Lessee, and all account documentation and investments of the Cash Deposit shall be subject to the prior written approval of Lessee. Escrow Agent shall disburse the Cash Deposit only under the following conditions:

(a) To County, upon receipt by Escrow Agent of written notice from Lessee that the Commencement Date has occurred and directing Escrow Agent to disburse the Cash Deposit to County; or

(b) To Lessee, upon receipt by Escrow Agent of written notice from Lessee that it has terminated the Lease prior to the Commencement Date in accordance with the provisions of the Lease, a copy of which notice shall be concurrently given to County; or

(c) In accordance with the joint written instructions of Lessee and County.

5. The interest earned on the Cash Deposit, if any, shall be paid to Lessee. The provisions of this Section 5 shall survive the Commencement Date or termination of this Agreement.

6. Notwithstanding any provision of this Agreement to the contrary, if Escrow Agent has not delivered the Letter of Credit or the Cash Deposit to any party (as the case may be, the "**Escrow Deposit**"), on or before _____, then, except in the event of a dispute as provided in Section 7 of this Agreement, Escrow Agent shall deliver the Escrow Deposit to Lessee.

7. Escrow Agent is acting only as a stakeholder with respect to the Escrow Deposit. If any dispute arises as to whether the Escrow Agent is obligated to deliver all or any portion of the Escrow Deposit or as to whom all or any portion of the Escrow Deposit is to be delivered, the Escrow Agent shall not be required to make any delivery, but in such event the Escrow Agent may hold the Escrow Deposit until receipt by the Escrow Agent of instructions in writing, signed by Lessee and County, directing the disposition of the Escrow Deposit, or in the absence of such authorization, the Escrow Agent may (a) hold the Escrow Deposit until receipt of a certified copy of a final judgment of a court of competent jurisdiction providing for the disposition of the Escrow Deposit or (b) deposit, at any time, the Escrow Deposit in the registry of a court of competent jurisdiction and commence an action in the nature of an interpleader for a determination of the respective rights of County and Lessee in the Escrow Deposit.

8. Escrow Agent, provided that Escrow Agent is acting in good faith, may conclusively presume the genuineness of all signatures on documents and instruments that the Escrow Agent

receives and the authority of any person purporting to act on behalf of a party that is not a natural person. Except to the extent that applicable law or rules of professional conduct that are applicable to the Escrow Agent acting as an escrow agent provide otherwise, the Escrow Agent shall have no liability hereunder other than for acts or omissions of the Escrow Agent that constitute gross negligence, bad faith or willful misconduct.

9. The duties of the Escrow Agent are only as herein specifically provided, and are purely ministerial in nature. The Escrow Agent shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document in connection herewith, including, without limitation, the Agreement, and shall be required to act in respect of the Escrow Deposit only as provided in this Agreement. This Agreement sets forth all the obligations of the Escrow Agent with respect to any and all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrow Agent shall be implied from the terms of this Agreement or any other agreement.

10. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by Escrow Agent.

11. Escrow Agent and any successor escrow agent, upon fifteen (15) business days' notice in writing to all parties, may at any time resign as such by delivering the Escrow Deposit to either (i) any successor escrow agent designated in writing by all the parties hereto (other than Escrow Agent), or (ii) any court having competent jurisdiction. Upon its resignation and delivery of the Escrow Deposit as set forth in this Section 11, Escrow Agent shall be discharged of, and from, any and all further obligations arising in connection with the escrow contemplated by this Agreement.

12. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, shall give to anyone, other than the parties hereto and their respective permitted successors and assigns, any benefit, or any legal or equitable right, remedy or claim, under or in respect of this Agreement or the escrow contemplated hereby.

13. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand or upon receipt when mailed by nationally recognized overnight courier, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to County:

Suffolk County Department of Economic Development and Workforce Housing,
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York, 11788
Attention: Deputy Commissioner

with a copy to:

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11778

If to Lessee:

Rechler@Gabreski LLC
c/o Rechler Equity Partners
225 Broadhollow Road
Melville, New York 11747
Attention: Mitchell Rechler

with a copy to:

Rechler@Gabreski LLC
c/o Rechler Equity Partners
225 Broadhollow Road
Melville, New York 11747
Attention: Benjamin Zimmerman

and with a copy to:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Belinda Schwartz, Esq.

If to Escrow Agent:

with a copy to:Each of the parties to this Agreement.

14. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. All disputes arising, directly or indirectly, out of or relating to this Agreement, shall be adjudicated in the state courts of the State of New York or the federal courts for the Eastern District of New York; and for that purpose, each of Lessee, County and Escrow Agent expressly and irrevocably submits itself to the jurisdiction of such courts.

15. TO THE FULL EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS

AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ESCROW AGENT ENTERING INTO THIS AGREEMENT.

16. This Agreement may be executed in two or more separate counterparts, each of which shall be an original and all of which, together, shall constitute one agreement. Counterparts delivered via facsimile shall be deemed originals for purposes of this Agreement.

17. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties hereto taken within context may require.

18. The rights of the Escrow Agent contained in this Agreement, including without limitation the right to indemnification, shall survive the resignation of the Escrow Agent and the termination of the escrow contemplated hereunder.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first written above.

COUNTY:

COUNTY OF SUFFOLK

By: _____

Name:

Title:

LESSEE:

RECHLER@GABRESKI LLC

By: _____

Name:

Title:

ESCROW AGENT:

By: _____

Name:

Title:

EXHIBIT A

LETTER OF CREDIT

Exhibit H

FORM OF NON-DISTURBANCE, RECOGNITION AND ATTORNMENT AGREEMENT

NON DISTURBANCE, RECOGNITION AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 20___ between **COUNTY OF SUFFOLK**, a municipal corporation of the State of New York having its office at 100 Veterans Memorial Highway, Hauppauge, New York 11788, (hereinafter referred to as "Landlord") and _____, a _____, having an office at _____, _____ ("Subtenant").

W I T N E S S E T H:

WHEREAS, Landlord is the lessor under that certain lease dated as of (such lease, as the same may be amended, modified, extended, renewed, supplemented or replaced, collectively, the "Overlease") demising certain land located at the Francis S. Gabreski Airport, in the Town of Southampton, County of Suffolk, State of New York (as more particularly bounded and described in Schedule 1 annexed hereto (the "Land") and the buildings located or to be located thereon (together with the Land, the "Premises") to **RECHLER@GABRESKI LLC** ("Tenant");

WHEREAS, Subtenant is the tenant under that certain sublease dated _____, 20___ between Tenant and Subtenant (the "Sublease"), covering [a portion of] [the __ floor of] that certain building located at the Premises and having an address of _____ (the "Subleased Premises");

WHEREAS, Subtenant has requested that Landlord agree not to terminate the Sublease nor disturb Subtenant's occupancy under the Sublease in the event of the termination of the Overlease due to Tenant's default thereunder or the exercise of any of Landlord's rights under the Overlease; and

WHEREAS, Landlord is willing to enter into such an agreement on the terms and conditions contained herein.

NOW, THEREFORE, Landlord and Subtenant agree as follows:

7. Non-Disturbance. Landlord agrees that so long as the Sublease has not been terminated as a result of Subtenant's default thereunder and the Sublease is otherwise in full force and effect (collectively, the "Non-Disturbance Conditions"):

A. neither the rights, possession nor enjoyment of Subtenant under the Sublease shall be affected, terminated or disturbed by Landlord, its successors or assigns; and

B. Subtenant shall not be named as a party in any summary proceeding or other action or proceeding instituted by reason of Tenant's default under the Overlease nor shall such action or proceeding result in a cancellation, modification or termination of the Sublease.

8. Non-Liability. If Landlord becomes the successor in interest of Tenant under the Sublease, provided the Non-Disturbance Conditions have been satisfied, the Sublease shall, notwithstanding any provision to the contrary therein contained, continue in full force and effect as a direct sublease between Landlord and Subtenant and Landlord shall be subject to the provisions of the Sublease, provided that Landlord shall not be:

A. liable for any previous act or omission of any prior sublandlord (including, without limitation, Tenant) as sublandlord under the Sublease; provided, however that, (i) nothing contained in this Agreement shall negate any continuing obligation of Landlord, as holder of Tenant's estate in the Sublease, pursuant to the provisions of the Sublease, from and after the date on which Landlord succeeds to the interest of Tenant, as sublandlord, under the Sublease (the "Attornment Date") and (ii) the foregoing shall not be construed to relieve Landlord of liability under the Sublease after the Attornment Date if Landlord has received notice of a default and such default shall be continuing;

B. subject to any counterclaims, defenses or offsets (other than any arising from actual payment or performance) which Subtenant may have against Tenant or any prior sublandlord under the Sublease except with respect to claims which are of a continuing nature or claims with respect to conditions that existed as of the Attornment Date which violate Landlord's obligations as Landlord under the Overlease;

C. bound by any previous prepayment of more than (1) month's fixed rent unless Landlord shall have given its prior written consent thereto; or

D. liable for any monies owing by or on deposit with Tenant to the credit of Subtenant except to the extent turned over to Landlord.

9. Recognition and Attornment. If the interest of Tenant under the Sublease is transferred (or surrendered or terminated) to Landlord by reason of Tenant's default under the Overlease or by reason of assignment of the Overlease (or any similar device) in lieu of transfer (or surrender or termination) following Tenant's default, Landlord will recognize and Subtenant will be bound to Landlord under all of the terms, covenants and conditions of the Sublease (except as expressly set forth in paragraph 2) for the balance of the term thereof and of any extensions or renewals thereof that are effected in accordance with the Sublease, with the same effect as if Landlord were the sublandlord under the Sublease, such recognition and attornment to be effective as of the Attornment Date without the execution of any further agreement. However, each party agrees, at its own expense, to execute and deliver, at any time and from time to time upon request of the other, any agreement that may reasonably be necessary or appropriate to evidence such attornment. Failure of either party so execute any such agreement shall not vitiate such attornment.

10. Notices. All notices, consents, approvals, demands and other communications ("notices") hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person, sent by Federal Express or overnight courier or sent by registered or certified mail, return receipt requested, to any party hereto at the following addresses or at such other address and to such other persons of which it shall have notified the party giving such notice in writing;

For Landlord:
Suffolk County Department of Economic Development and Workforce Housing
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York, 11788
Att. Deputy Commissioner

For Subtenant:

_____
_____
_____
_____

Any notice sent by registered or certified mail shall be deemed to have been served five (5) business days after the date it is mailed in accordance with the foregoing provisions. Any notice sent by Federal Express or overnight courier shall be deemed to have been served the next business day. Any notice sent by personal delivery shall be deemed to have been served on the date of such delivery. Any notice shall be deemed effective and deemed given by Landlord or Subtenant, as the case may be, if signed and sent by its respective counsel.

11. Satisfaction. Subtenant agrees that this Agreement satisfies any condition or requirement in the Sublease relating to the granting of a non-disturbance agreement by Landlord.

12. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and may not be modified or terminated orally. In the event of the assignment or transfer of the interest of Landlord, all obligations and liabilities of Landlord under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Landlord's interest is assigned or transferred. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed, and all controversies and disputes arising under or relating to this Agreement shall be resolved, in accordance with the internal substantive laws of the State of New York applicable to agreements made and to be wholly performed with such state. This Agreement may be signed in counterparts. The captions in this Agreement are inserted only as a convenience and for reference and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

[signatures follow on the next page]

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

COUNTY OF SUFFOLK

By: _____
Name:
Title:

[SUBTENANT]

By: _____
Name:
Title:

STATE OF NEW YORK

COUNTY OF SUFFOLK } ss.:

On the ____ day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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

COUNTY OF SUFFOLK } ss.:

On the _____ day of _____ in the year 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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

SCHEDULE 1-- LEGAL DESCRIPTION

Exhibit I

ENVIRONMENTAL REPORTS

ENVIRONMENTAL CORRESPONDENCE/INFORMATION APDD SITE AT GABRESKI AIRPORT

DATE	TITLE	REPORT BY
October-03	SITE INVESTIGATION REPORT FOR GABRESKI APDD	O'BRIEN & GERE
January-04	SITE INVESTIGATION REPORT FOR GABRESKI APDD	O'BRIEN & GERE
May-04	FACT SHEET FOR VOLUNTARY CLEANUP AGREEMENT	NYSDEC
June-04	REMEDIAL ACTION WORK PLAN (RAWP)	O'BRIEN & GERE
November-05	VOLUNTARY CLEAN UP AGREEMENT FOR GABRESKI APDD (VCA)	NYSDEC
April-06	CITIZEN PLAN MAILING LIST FOR RAWP	PW GROSSER
May-07	REMEDIAL DESIGN WORK PLAN BID	SCDHS
September-08	SUPPLEMENTAL INVESTIGATION WORK PLAN	PW GROSSER
September-08	SEQRA REVIEW FOR REMEDIATION AT GABRESKI APDD	SCDHS
February-09	PROJECT SCHEDULE	SCDHS
February-09	APDD FACILITY LIST	SCDHS
	APDD BUILDING LOCATION MAP	SCDHS

ENVIRONMENTAL CORRESPONDENCE/INFORMATION
APDD SITE AT GABRESKI AIRPORT

	DATE	TITLE	REPORT BY
1	APRIL 19, 1983	MEMO TO WILLIAM ROBERTS, P.E. - SCDHS, FROM PATRICK PERELLA - BAUMANN ENVIRONMENTAL VIOLATIONS, CESSPOOL ARTICLE 12 ISSUES	PATRICK PERELLA
2	JUNE 1990	FUEL SPILLS @ THE SUFFOLK COUNTY AIRPORT PREPARED BY GROUNDWATER RESOURCE BUREAU (REFERS TO BAUMANN BUS SITE)	SCDHS - GROUNDWATER RESOURCE DEPT.
3	FEB. 22, 1999	COPY OF MAP SHOWING PLUME OF BAUMANN BUS SITE FAX COPY	
4	MAY 18, 1999	SCDHS MONITORING WELL REPORT BAUMANN SITE WITH MAP ATTACHED	SCDHS
5	FEB. 28, 2000	LETTER TO DEBORAH WRIGHT MANAGING HYDROGEOLOGIST WITH O'BRIEN & GERE, FROM ALEX SANTINO, SCDHS REFERENCING APDD BLDG 140 BAUMANN SITE	ALEX SANTINO
6	APRIL 6, 2000	FAX TO PAULINE MIZE, AIRPORT MGR, FROM STEPHEN JONES, DEPT. OF PLANNING "BROWNSFIELD SHOWCASE COMMUNITY PROGRAM" DISCUSSING LEAK AND PLUME ON 58 ACRES OF SOUTHERLY SITE	STEPHEN JONES, S.C. PLANNING DEPT.
7	MAY 24, 2001	PRESS RELEASE - BROWNSFIELD SITE SELECTED LIST FRANCIS S. GABRESKI AIRPORT REFERENCING 58 ACRES IN THE APDD & CONTAMINATION	
8	FEB. 26, 2002	MEMO TO DONALD DEKENIPP - LICENSED SURVEYOR FROM MARIE RANGEL E.R.M. OF MELVILLE - NYSDEC SITE INVESTIGATION OF OUTLINE SOIL BORINGS	MARIE RANGEL, E.R.M.
9	MARCH 19, 2002	MEMO TO CAROLYN FAHEY FROM ALEX SANTINO, SCDHS RE: APDD - INDUSTRIAL PARK SITE INVESTIGATION	ALEX SANTINO, SCDHS

		AIRPORT DEVELOPMENT DISTRICT - REBUILD NY NOW PROGRAM FROM O'BRIEN & GERE ENGINEERS	
10	SEPT. 9, 2002	NYS EMPIRE STATE DEVELOPMENT - TO ALEX SANTINO SCDHS, POLLUTION CONTROL DEPT - REBUILD NY PROGRAM OUTLINE SCHEDULE FOR SITE INVESTIGATION	
11	SEPT. 19, 2002	FAX FROM JAMIE MALCOLM, PROJECT MGR, NYSDEC ALBANY TO PAULINE MIZE, AIRPORT MANAGER RE: BUILDING 140 BAUMANN SITE COPY OF MAP SHOWING PROPOSED TEST PIT ACTIVITIES	JAMIE MALCOLM NYSDEC
12	OCTOBER 2002	ENVIRONMENTAL BASELINE SURVEY 106 ANG - FRANCIS S. GABRESKI FINAL (MENTIONS SOME OF AIRPORT PROPERTY ALSO HAS CD OF REPORT)	AIR NATIONAL GUARD
13	JUNE 2004	REMEDIAL ACTION WORK PLAN AIRPORT DEVELOPMENT DISTRICT REBUILD NOW NY EMPIRE STATE DEVELOPMENT	O'BRIEN & GERE ENGINEERS
14	SEPT 18, 2007	MEMO TO JAMES BAGG, DEPT OF PLANNING FROM JAMES MEYERS PRINCIPAL PUBLIC HEALTH ENGINEER S.C. HEALTH DEPT. (SCDHS), GABRESKI AIRPORT ENVIRONMENTAL ISSUES	JAMES MEYERS P.E. SCDHS
15	OCT. 4, 2007	REBUILD NY NOW - LETTER TO MS. HEATHER BISHOP, PROJECT MGR, NYSDEC - FROM JAMES MEYERS, P.E. SCDHS. RE: BAUMANN BUS SITE - INVESTIGATION OF BLDG 140, REFERENCE CONTAMINATION WITH MAP ATTACHED	JAMES MEYERS, SCDHS

Exhibit J

FORM OF ESTOPPEL CERTIFICATE

To:

Lessee: _____

Property: _____

This is to certify that:

1. The undersigned is the [**"Lessee/Lessor"**] under that certain Lease, dated _____ (the "Lease") between [**Lessee/Lessor**] and _____ (**"Lessor/Lessee"**), covering the premises described above (the "Premises").

2. The Lease constitutes the entire agreement between Lessor and Lessee and has not been modified, assigned, supplemented, or amended in any respect, except as indicated below (insert dates of all modifications, assignments, supplements, or amendments; if none, state "none"), and the Lease is valid and in full force and effect on the date hereof:

3. _____
_____

4. The Lease term commenced on _____, and will expire on _____.

5. Lessee has paid rent and all other charges due under the Lease through _____. No such rent has been paid more than one (1) month in advance of its due date except as follows (if none, state "none"):

6. _____
_____

7. As of this date of this Certificate, to [**Lessee's/Lessor's**] actual knowledge: (a) neither Lessee nor Lessor is in default under any of the terms of the Lease, except as follows: _____[IF NONE INDICATE "NONE"] (b) no event has occurred which, with the passage of the time or the giving of notice or both, would constitute an event of default by Lessor or Lessee under the Lease, except as follows: _____[IF NONE INDICATE "NONE"]; and (c) there is no defense, offset, claim or counterclaim by or in favor of Lessee against Lessor under the Lease or against the obligations of Lessee under the Lease or otherwise except as follows: _____ [IF NONE INDICATED "NONE"].

IN WITNESS WHEREOF, the undersigned has executed and delivered this Estoppel Certificate as of the ____ day of _____, 200_.

[_____]

By:_____

Exhibit K

Recording Requested By and When Recorded Return To:
Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Belinda Schwartz, Esq.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of the ____ day of _____, 2009, 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 RECHLER @GABRESKI., a Delaware limited liability company, having an office at c/o Rechler Equity Partners, 225 Broadhollow Road, Melville, New York 11747 (hereinafter "Tenant").

WITNESSETH:

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

11. **DEMISED PREMISES.** Landlord and Tenant have entered into a Lease dated as of _____ ____, 2009 (the "Lease"), pursuant to which Tenant has leased from Landlord certain land located at Francis A. Gabreski Airport, in the Township of Southampton, County of Suffolk, State of New York (the "Premises") comprising a portion of the land described on the legal description attached hereto and made a part hereof as Exhibit A.

12. **TERM.** The term of the Lease (the "Term") shall begin on the Commencement Date and shall end on the last day of the calendar month in which the fortieth (40th) anniversary of the Commencement Date occurs, unless extended as provided in the Lease.

13. **RENEWAL OPTIONS.** Subject to the terms of the Lease, Tenant has one (1) option to extend the Term for an additional period of forty (40) years.

14. **SEVERANCE LEASES.** Tenant has the right to sever the Lease into two (2) or more Severance Leases each covering a distinct Building Parcel, in accordance with the applicable provisions of the Lease.

15. **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.

16. **RIGHT OF FIRST REFUSAL.** Subject to the terms of the applicable provisions of the Lease, Tenant has the right of first refusal to purchase the Affected Premises.

17. **EASEMENT.** Tenant has any easement to enter upon and construct certain improvements in the Easement Area in accordance with the provisions of the Lease.

18. **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: _____

Name:

Title:

TENANT:

RECHLER @GABRESKI LLC

By: _____

Name:

Title:

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

On the _____ day of _____ in the year 2009 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 2009 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 A

Description of Premises

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 RECHLER@GABRESKI LLC, FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

3. Purpose of Proposed Legislation

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

The County will receive lease revenues over the term (40 years) of the lease agreement and additional lease renewal option. The County will receive annual rent over a twelve (12) month period commencing on the Commencement Date as defined within the Lease agreement. The annual rent for the first and second years of the lease agreement is $222,275 annually; the third and forth years is $444,550 annually; and fifth and sixth years $667,825. In addition the County will receive an additional $650,000 held in escrow on the Commencement Date, as defined within the Lease agreement, and an addition $350,000 paid over the first twelve (12) months of the lease agreement upon Commencement.

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

See response to question 6 above

8. Proposed Source of Funding

Revenues generated by the lease over the term of the Lease agreement.

9. Timing of Impact

The resolution will take effect immediately upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Carmine A. Chiusano Assistant Budget Director	Carmine A. Chiusano	April 21, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2009 PROPERTY TAX LEVY	2009 COST TO AVG TAXPAYER	2009 AV TAX RATE PER $100	2009 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2007.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2007-2008.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2007 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

MEMORANDUM

APR 1 5 2009

TO: Ben Zwirn, Deputy County Executive
Office of the County Executive

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

DATE: April 3, 2009

SUBJECT: **RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH RECHLER@GABRESKI LLC, FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT**

****

Through the RFP process the Department of Economic Development and Workforce Housing solicited development proposals for the Hampton Business and Technology Park located at Francis S. Gabreski Airport. The result of that RFP is a negotiated lease between Suffolk County and Rechler@GabreskiLLC. The department hereby requests the submittal of the attached resolution authorizing the County Executive to execute a lease between the County of Suffolk and Rechler@GabreskiLLC, in substantial accordance with the terms and conditions set forth in the agreement (Exhibit A); and that the County Executive, or his designee, is authorized to consent, in accordance with the lease terms and conditions, on behalf of the County, to future severance leases, assignments, and the lease renewal option, without further legislative approval.

Attached please find the draft resolution, the referenced Lease Agreement and the required SCIN 175a and 175b. Electronic copies have been filed.

Thank you.

CEF/kmb
Attachments

cc: Christopher Kent, Chief Deputy County Executive
Patrick A. Heaney, Commissioner
Brendan Chamberlain, County Executive Assistant
Nick Anastasi, Assistant to the Commissioner

Steve Levy
Suffolk County Executive

Patrick Heaney
Commissioner

COUNTY OF SUFFOLK

OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
SUFFOLK COUNTY EXECUTIVE

Frederick Pollert
DEPUTY COUNTY EXECUTIVE FOR
FINANCE AND MANAGEMENT

Memorandum

TO: Ben Zwirn, Deputy County Executive

FROM: Carmine A. Chiusano, Assistant Budget Director

DATE: April 21, 2009

RE: **Proposed Operating Budget Resolutions for the 3/24/09 Legislative Meeting**

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1. ML#259 - Authorizing a Lease Agreement with Rechler at Gabreski LLC, for use of Property at Francis S. Gabreski Airport

CAC:lp
Attachments
cc: Christopher Kent, Chief Deputy County Executive
Fred Pollert, Deputy County Executive
Connie R. Corso, Budget Director
Allen Kovesdy, Budget Office

Intro Res. No. 1373-09 Laid on Table 4/28/09
Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY TREASURER BY: COUNTY LEGISLATURE #320-2009

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments and grant refunds of taxes, in the case of erroneous or improper assessments, pursuant to the provisions of the Real Property Tax Law and the Suffolk County Tax Act, and

WHEREAS, the properties represented by the item numbers or tax map numbers indicated below have been erroneously or improperly assessed as appears from the certificates of Assessors of the respective towns in which said properties are situated as described below and the procedures as provided in the Real Property Tax Law have been fully complied with, now, therefore, be it

RESOLVED, that the taxes for the properties represented by the item numbers or tax map numbers as shown for the year or years specified be readjusted or refunded in full or in part in the amount set opposite each such parcel as hereinafter indicated, and

BE IT FURTHER RESOLVED that the amount of such adjustment or refund be charged back to the respective town as provided by law.

Description	Year	Original Tax	Corrected Tax	Chargeback or Refund, if paid
1000-099.00-04.00-004.000	2008/09	$18,319.03	0	$18,319.03

Dated:

Approved By:

Suffolk County Executive

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1373

1. Type of Legislation
ResolutionXXX Local Law Charter Law

2. Title of Proposed Legislation
To readjust, compromise and grant refunds and charge backs on Correction of Errors/County Treasurer By: County Treasurer

3. Purpose of Proposed Legislation
To cancel or adjust taxes and make refunds and charge backs due to erroneous or improper assessments.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES XXX** NO

5. If the answer to item 5 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
In the case of refunds, the County will initially refund the amount of the incorrect tax. Approximately 81% of the refunded amount will be charged back to the Town to be added to the subsequent year's tax warrant. The remainder will be a County charge. If the original tax is unpaid, the same procedure would apply, however, no County monies would be refunded and it will be charged back to the Town within twelve to eighteen months.

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

8. Proposed Source of Funding
To be refunded from the County General Fund

9. Timing of Impact
Variable

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

Angie M. Carpenter
County Treasurer

Angie M. Carpenter 4/17/09

1374

Intro. Res. No. – 2009 Laid on Table 4/28/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009 AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) FOR THE HILTY PROPERTY – HILTY HORSE FARM (TOWN OF RIVERHEAD -SCTM#0600-045.00-01.00-013.002 p/o)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

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

WHEREAS, Resolution No. 235-2008, authorized planning steps for the acquisition of farmland development rights of the subject property; and

WHEREAS, pursuant thereto, said acquisition is to be made in accordance with the procedures set forth in Chapter 8 of the Suffolk County Code which provides that the same shall be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation of the Suffolk County Farmland Committee; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Property Acquisition and Management to negotiate the acquisition of farmland development rights; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the farmland development rights to the subject property was made to and accepted by the owner of said property, and

WHEREAS, contracts to acquire said farmland development rights were prepared by the office of the County Attorney, executed by the owner of subject property , approved by the Director of Real Property Acquisition and Management and approved as to legality by the office of the County Attorney, now, therefore, be it

1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the farmland development rights of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, for a total purchase price of Eight Hundred Three Thousand Dollars ($803,000.00±), at Seventy Three Thousand Dollars ($73,000.00) per acre for 11.0± acres, subject to a final survey; and

hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments for inclusion in the Suffolk County Farmland Development Rights Program:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0600	11.0±	Thomas J. Hilty, Jr.
	Section	045.00		11 Cherry Lane
	Block	01.00		East Setauket, NY 11733
	Lot	013.002 p/o		

; and, be it further

2nd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Eight Hundred Three Thousand Dollars ($803,000.00±), at Seventy Three Thousand Dollars ($73,000.00) per acre for 11.0± acres, subject to a final survey; and, be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $803,000.00±, subject to a final survey, from previously appropriated funds in capital project 525-8712.210 for the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th **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 6 NYCRR Sections 617.5 c (20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of farmland development rights as part of the Suffolk County Farmland Preservation Program which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued.

DATED:

APPROVED BY:

Introductory Resolution No. -2009 S.C.T.M. No. 0600-045.00-01.00-013.002 p/o

1374

SUFFOLK COUNTY FARMLAND RATING SYSTEM FOR THE PURCHASE OF DEVELOPMENT RIGHTS (PDR)

This rating system was developed for the evaluation of farm properties for the potential purchase by the development rights (PDR) program. The system considers four major factors: contiguity, vistas, soils, and value. The first two factors seek to preserve large blocks of farmland thus protecting the land from non-agricultural intrusions and preserving the scenic vistas. Soils which are better for farming such as Bridgehampton and Haven associations are assigned higher point values. Slope also plays a part in the soil type and desirability of farmland. The estimated price of the farmland is also considered in the evaluation. Bonuses are given for land in Agricultural Districts, and negative points may be given for negative impacts such as excavations.

			Score	Subtotal
FARMLAND PRESERVATION FACTORS				
CONTIGUITY: PROXIMITY TO PRESERVED FARM PROPERTIES				
1. PDR properties on three sides. (5 pts)				
2. PDR properties on two sides. (4 pts)				
3. PDR properties on one side.(3 pts)			3	
4. Large amount of protected farmland nearby.(2 pts)				
5. Some protected farmland nearby. (1 pt)				
6. No protected farmland nearby. (0 pt)				3
VISTAS				
1. Long road frontage and part of a large block of farmland (100+ acres). (5 pts)				
2. Small road frontage and part of a large block of farmland. (4 pts)				
3. Long road frontage and part of a small block of farmland. (3 pts)			3	
4. Small road frontage and part of a small block of farmland. (2 pts)				
5. Less than 100' of road frontage and part of a large block of farmland. (1 pt)				
6. Less than 100' of road frontage and part of a small block of farmland. (0 pt)				3
SOILS	**Slope**	**Capability**		
1. Capability Unit I-1: Bridgehampton, Haven, Montauk. (5 pts)	0-3%	BgA, HaA, MkA		
2. Nearly flat Class II: Riverhead, Scio, Plymouth, Haven, Montauk. (4 pts)	0-3%	RdA,SdA,PsA,He,MfA		
3. Best soils but with some slope: Bridgehampton, Haven, Montauk.(3 pts)	2-8%	BgB,BhB,HaB,MkB		
4. Other Class II soils with some slope: Montauk, Riverhead, Scio, Sudbury. (2 pts)	2-8%	MB, RdB, ScB, Su		
5. Non-prime soil that is farmed: Plymouth. (1 pt)		PmB3	1	
6. Poor soil. (0 pt)		Gp		1
APPROXIMATE DEVELOPMENT RIGHTS VALUE PER ACRE				
1. $50,000 or less. (5 pts)				
2. $50,001-$65,000. (4 pts)				
3. $65,001-$80,000.(3 pts)				
4. $80,001-$95,000. (2 pts)				
5. $95,001-$105,000. (1 pt)			1	
6. $105,001-$250,000. (0 pt)				
7. $250,001-$500,000. (-1 pt)				
8. $500,001 or more. (-2 pts)				1
ADJUSTMENTS				
1. Other positive factors (i.e., within an Agricultural District, historical significance, community benefit, etc.). (1 or 2 pts)			2	
2. Other negative factors. (-1 or -2 pts)				2
TOTAL SCORE (maximum = 22 points)				10

01-22-2008
R. Fedelem

COUNTY OF SUFFOLK

1374

FEB 25 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER
CHRISTOPHER E. KENT
DIRECTOR

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

February 25, 2009

Mr. Ben Zwirn, Asst. Deputy County Executive
H. Lee Dennison Building -11th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Zwirn:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the farmland development rights of the Hilty property (Hilty Horse Farm), in the Town of Riverhead, under the New Suffolk County Drinking Water Protection Program. The purchase price is $803,000.00± for 11.0± acres, at $73,000.00 per acre.

Please contact me if you require any additional information.

Sincerely,

Christopher E. Kent
Director

CEK:pd
Att.
cc: Jim Morgo, Chief Deputy County Executive
Jeff Szabo, Deputy County Executive
Carrie Meek Gallagher, Commissioner, Dept. of Environment & Energy
Thomas A. Isles, Director, Planning Department
Janet M. Longo, Acquisition Supervisor
Michael Amoroso, Bureau Chief, Law Dept., Real Estate-Condemnation
Lauretta Fischer, Principal Environmental Analyst, Planning Dept.
Tom Vaughn, County Executive Assistant
Brendan Chamberlain, County Executive Assistant
Bob Zaher, Acquisition Agent
CE Reso Review (e-mail copy only)

LOCATION
H. LEE DENNISON BLDG. - 2nd Floor
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
Fax (631) 853-5906
Fax (631) 853-5905

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1374

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Authorizing the acquisition of the farmland development rights under the New Suffolk County Drinking Water Protection Program-Farmland, of the Hilty property (Hilty Horse Farm), SCTM#0600-045.00-01.00-013.002 p/o, (Town of Riverhead).

3. Purpose of Proposed Legislation

See No. 2 above

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** __X__

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

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

6. If the answer to item 4 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

New Suffolk County Drinking Water Protection Program-Farmland

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Janet M. Longo Acquisition Supervisor	Janet Longo	February 25, 2009

SCIN FORM 175b (10/95)

1375

Intro. Res. No. - 2009 Laid on Table 4/28/09

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

RESOLUTION NO. -2009 AUTHORIZING ACQUISITION OF LAND UNDER THE OLD SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM [C12-5(E)(1)(b)] – FOR THE LONG ISLAND REALTY COMPANY PROPERTY – PINE BARRENS CORE (TOWN OF BROOKHAVEN - SCTM#0200-461.00-03.00-027.000)

WHEREAS, Article XII of the SUFFOLK COUNTY CHARTER established the Old Suffolk County Drinking Water Protection Program, as amended and effective as of November 30, 2000, the first priority of which being the acquisition of qualified lands to be funded by revenues generated by the quarter percent (1/4%) sales and compensating use tax; and

WHEREAS, in compliance with Sections C12-3(B) and (C) of the SUFFOLK COUNTY CHARTER, as amended and effective as of November 30, 2000, prior to the Division Director of the Division of Real Property Acquisition and Management entering into any negotiations for the acquisition of, and consummation of acquisition of any such parcel, the Board of Trustees of the Department of Parks, Recreation and Conservation shall review and recommend its acquisition; and

WHEREAS, adequate funding is provided for, under the Old Suffolk County Drinking Water Protection Program, pursuant to Section C12-5(E)(1)(b) of Article XII of the SUFFOLK COUNTY CHARTER, as amended and effective as of November 30, 2000,for the acquisition of such land; and

WHEREAS, Resolution No. 264-2002, authorized planning steps for the acquisition of the subject property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and had approved the purchase price and authorized the Director of the Division of Real Property Acquisition and Management to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Property Acquisition and Management and approved as to legality by the Office of the County Attorney; now, therefore, be it

---

1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under Article XII of the SUFFOLK COUNTY CHARTER, Section C12-5(E)(1)(b), as amended and effective as of November 30, 2000, for a total purchase price of Three Hundred Sixty Five Thousand Three Hundred Dollars ($365,300.00±), at Seven Thousand Dollars ($7,000.00) per acre at 14.4± acres (residual fee), and One Hundred Fifteen Thousand Dollars ($115,000.00) per Pine Barren Credit for 2.30 PBC, subject to a final survey;

and hereby authorizes additional expenses, which shall include but not be limited to the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0200	14.4±	Long Island Realty Company
	Section	461.00		16 Soundview Drive
	Block	03.00		Belle Terre, NY 11777
	Lot	027.000		

; and, be it further

2nd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C)(3)(d) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the Old Suffolk County Drinking Water Protection Program, Section C12-5(E)(1)(b) of the SUFFOLK COUNTY CHARTER, as amended and effective as of November 30, 2000, for a purchase price of Three Hundred Sixty Five Thousand Three Hundred Dollars ($365,300.00±), subject to a final survey; and, be it further

3rd **RESOLVED,** that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $365,300.00±, subject to a final survey, from previously appropriated funds in MY-475-1940, under the Old Drinking Water Protection Program, Section C12-5(E)(1)(b) of the SUFFOLK COUNTY CHARTER, as amended and effective as of November 30, 2000, for this acquisition; and, be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th **RESOLVED,** that the subject parcel(s) shall be transferred to the Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

6th **RESOLVED,** that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617; and, be it further

7th **RESOLVED,** that the project will not have a significant effect on the environment for the following reasons:

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

2.) the proposed use of the subject parcel(s) will be passive recreation; and

3.) if not acquired, the property will most likely be developed for residential purposes, incurring far greater environmental impact than the proposed acquisition and preservation of the site would have; and, be it further

8th RESOLVED, in accordance with Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATE:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK

MAR 26 2009

1375

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER
CHRISTOPHER E. KENT
DIRECTOR

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

March 19, 2009

Mr. Ben Zwirn, Asst. Deputy County Executive
H. Lee Dennison Building -11th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Zwirn:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Long Island Realty Corp. property (Pine Barrens Core), in the Town of Brookhaven, under the Old Suffolk County Drinking Water Protection Program. The purchase price is $365,300.00± for 14.4± acres,

Please contact me if you require any additional information.

Sincerely,

Christopher E. Kent
Director

CEK:pd
Att.
cc: Jim Morgo, Chief Deputy County Executive
Jeff Szabo, Deputy County Executive
Carrie Meek Gallagher, Commissioner, Dept. of Environment & Energy
Thomas A. Isles, Director, Planning Department
~~Janet M. Longo, Acquisition Supervisor~~
Michael Amoroso, Bureau Chief, Law Dept., Real Estate-Condemnation
Lauretta Fischer, Principal Environmental Analyst, Planning Dept.
Tom Vaughn, County Executive Assistant
Brendan Chamberlain, County Executive Assistant
Phyllis Benincasa, Acquisition Agent
CE Reso Review (e-mail copy only)

LOCATION
H. LEE DENNISON BLDG. - 2nd Floor
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
Fax (631) 853-5906
Fax (631) 853-5905

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1375

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Authorizing the acquisition under the Old Suffolk County Drinking Water Protection Program, of the Long Island Realty Corp. property (Pine Barrens Core), SCTM#0200-461.00-03.00-027.000, (Town of Brookhaven).

3. Purpose of Proposed Legislation

See No. 2 above

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** __X__

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

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

6. If the answer to item 4 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

Old Suffolk County Drinking Water Protection Program

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Janet M. Longo Acquisition Supervisor	Janet Longo	March 19, 2009

SCIN FORM 175b (10/95)

1376

Intro. Res. No. – 2009 Laid on Table 4/28/09

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

RESOLUTION NO. -2009 AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) FOR THE DELEA, F. SASSO AND ESTATE OF E. SASSO PROPERTY – DELEA SOD FARM (TOWN OF RIVERHEAD -SCTM#0600-017.00-05.00-004.005 p/o)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

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

WHEREAS, Resolution No. 284-2003, authorized planning steps for the acquisition of farmland development rights of the subject property; and

WHEREAS, pursuant thereto, said acquisition is to be made in accordance with the procedures set forth in Chapter 8 of the Suffolk County Code which provides that the same shall be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation of the Suffolk County Farmland Committee; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Property Acquisition and Management to negotiate the acquisition of farmland development rights; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the rights to subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said rights were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Property Acquisition and Management and approved as to legality by the office of the County Attorney; now, therefore, be it

1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the farmland development rights of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, for a total purchase price of Five Million Forty Thousand Dollars ($5,040,000.00±), at Seventy

Two Thousand Dollars ($72,000.00) per acre for 70.0± acres, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments for inclusion in the Suffolk County Farmland Development Rights Program:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0600	70.0±	Michael L. Delea
	Section	017.00		Frances Sasso
	Block	05.00		Estate of Edmund Sasso
	Lot	004.005 p/o		c/o Peter Danowski
				616 Roanoke Avenue
				Riverhead, NY 11901

; and, be it further

2nd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Five Million Forty Thousand Dollars ($5,040,000.00±), at Seventy Two Thousand Dollars ($72,000.00) per acre for 70.0± acres, subject to a final survey; and, be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $5,040,000.00±, subject to a final survey, from previously appropriated funds in capital project 525-8712.210 for the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th **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 6 NYCRR Sections 617.5 c (20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of farmland development rights as part of the Suffolk County Farmland Preservation Program which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued.

DATED:

COUNTY OF SUFFOLK

MAR 26 2009

1376

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER
CHRISTOPHER E. KENT
DIRECTOR

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

March 20, 2009

Mr. Ben Zwirn, Asst. Deputy County Executive
H. Lee Dennison Building -11th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Zwirn:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the farmland development rights of the Delea, F. Sasso, and Estate of E. Sasso property (Delea Sod Farm), in the Town of Riverhead, under the New Suffolk County ¼% Drinking Water Protection Program-Farmland. The purchase price is $5,040,000.00± for 70.0± acres, at $72,000.00 per acre.

Please contact me if you require any additional information.

Sincerely,

Christopher E. Kent
Director

CEK:pd
Att.

LOCATION
H. LEE DENNISON BLDG. - 2nd Floor
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
Fax (631) 853-5906
Fax (631) 853-5905

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1376

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Authorizing the acquisition of the farmland development rights under the New Suffolk County ¼% Drinking Water Protection Program-Farmland, of the Delea, F. Sasso, and Estate of E. Sasso property (Delea Sod Farm), SCTM#0600-017.00-05.00-004.005 p/o, (Town of Riverhead).

3. Purpose of Proposed Legislation

See No. 2 above

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** X

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

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

6. If the answer to item 4 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

New Suffolk County ¼% Drinking Water Protection Program-Farmland

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Janet M. Longo Acquisition Supervisor	Janet Longo	March 20, 2009

SCIN FORM 175b (10/95)

1377

Intro. Res. No. -2009
Introduced by Legislator Cooper

Laid on Table 4/28/09

RESOLUTION NO. –2009, REAPPOINTING STEVEN H. GITTELMAN, Ph.D., AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 11)

WHEREAS, the term of office of **Steven H, Gittelman, Ph.D.,**, as a member of the Suffolk County Vanderbilt Museum Commission expiree on December 28, 2008; now, therefore, be it

1st **RESOLVED**, that **Steven H, Gittelman, Ph.D.,** residing at 189 Sweet Hollow Road, Huntington, New York 11743, be and he is hereby reappointed to the Suffolk County Vanderbilt Museum Commission, as Trustee No. 11, for a term of office to expire December 28, 2012, said reappointment having been made pursuant to the provisions of Section 184-7(A) of the SUFFOLK COUNTY CODE.

DATED:

EFFECTIVE PURSUANT TO SECTION 215-(A) OF THE SUFFOLK COUNTY CHARTER AND RESOLUTION NO. 226-1987 (SECTION 793-5 OF THE SUFFOLK COUNTY CODE).

S:\res\-reappoint-gittleman-vanderbilt