LAID ON THE TABLE MAY 12, 2009
LADS REPORT PREPARED BY:
Michele Gerardi

1416. Amending the 2009 Operating Budget and transferring funds to Tri-Community Youth Agency CAST Program. (D'Amaro) BUDGET & FINANCE

1417. Amending the 2009 Operating Budget and transferring funds to the Tordik-Diederich-Duffield Veterans of Foreign Wars Post 4927. (Beedenbender) BUDGET & FINANCE

1418. Adopting Local Law No. -2009, A Local Law to reduce the use of disposable bags by retail stores. (Viloria-Fisher) ENVIRONMENT, PLANNING & AGRICULTURE

1419. Amending the 2009 Operating Budget and transferring funds for Venettes Cultural Workshop. (Gregory) BUDGET & FINANCE

1420. Requesting legislative approval of a contract award to provide Recovery Identification and Subrogation Services for the Department of Audit and Control. (Pres. Off.) WAYS & MEANS

1421. Authorizing the sale, pursuant to Local Law No.16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Vincent Bruno and Martha Bruno, his wife and Marie Valerio, as joint tenants with right of survivorship (SCTM No. 0100-059.00-02.00-049.002). (Co. Exec.) WAYS & MEANS

1422. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law – Town of Brookhaven (SCTM No. 0200-389.00-02.00-016.000). (Co. Exec.) WAYS & MEANS

1423. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law – Town of Brookhaven (SCTM No. 0200-389.00-02.00-018.000). (Co. Exec.) WAYS & MEANS

1424. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 810-2009). (Co. Exec.) BUDGET & FINANCE

1425. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law – Town of Smithtown (SCTM No. 0800-054.00-05.00-035.000). (Co. Exec.) WAYS & MEANS

1426. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law – Town of Brookhaven (SCTM No. 0200-185.00-06.00-025.001). (Co. Exec.) WAYS & MEANS

1427. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Richard DeFilipppis (SCTM No. 0200-099.00-08.00-020.000). (Co. Exec.) WAYS & MEANS

1428. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Babylon for affordable housing purposes. (Co. Exec.) LABOR, WORKFORCE AND AFFORDABLE HOUSING

1429. Amending the 2009 Adopted Operating Budget to accept and appropriate additional 100% State Aid from the New York State Office of Mental Health for Skills Unlimited, Inc. (Co. Exec.) HEALTH & HUMAN SERVICES

1430. Amending the 2009 Adopted Operating Budget to accept and appropriate additional 100% State Aid from the New York State Office of Alcoholism and Substances Abuse Services to Long Island Gay and Lesbian Youth, Inc. for the purchase of surveillance equipment. (Co. Exec.) HEALTH & HUMAN SERVICES

1431. Amending the 2009 Capital Budget and Program and appropriating funds in connection with reconstruction of CR 94, Nugent Drive Culvert (CP 5371). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1432. Authorizing the inclusion of new parcels into existing agricultural districts in the County of Suffolk. (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1433. Approving maps and authorizing the acquisition of lands together with Findings and Determinations pursuant to Section 204 of the Eminent Domain Procedure Law, in connection with the acquisition of properties for intersection improvements on CR 67, Motor Parkway at Adams Avenue, Town of Smithtown, Suffolk County, New York (CP 3301). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1434. Appointing Donald B. McKay as a member for the Suffolk County Vanderbilt Museum Commission (Trustee No. 13). (Cooper) PARKS & RECREATION

1435. Amending the 2009 Operating Budget and transferring funds to Nassau/Suffolk Law Services Committee, Inc. (Montano) BUDGET & FINANCE

1436. Amending the 2009 Operating Budget to reallocate funding within the Suffolk County Department of Health Services for the Healthcare Workforce Retraining Initiative, Spanish Language Program. (Viloria-Fisher) BUDGET & FINANCE

1437. Authorizing Estee Lauder Breast Cancer Awareness Program at H. Lee Dennison Executive Office Building and Cohalan Court Complex. (Alden) PUBLIC WORKS & TRANSPORTATION

1438. To appoint Shenole Latimer as a member of the Suffolk County Citizens Advisory Board for the Arts. (Browning) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1439. Directing the Suffolk County Sewer Agency to prepare maps, plans, reports and make recommendations in accordance with Article 5-A to form a sewer district at Montauk Highway in Mastic/Shirley. (Browning) PUBLIC WORKS & TRANSPORTATION

1440. Accepting and appropriating a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for a HOME Investment Partnerships Program and authorizing the County Executive to execute agreements. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1441. Authorizing a lease for continued use of County facilities at Police Headquarters in Yaphank by New York State Division of Criminal Justice Services. (Co. Exec.) WAYS & MEANS

1442. Authorizing the extension of the lease of premises located at 124 Sills Road, Yaphank, NY for use by the Department of Health Services-Environmental Quality. (Co. Exec.) WAYS & MEANS

1443. Approving the reappointment of Nayyar Imam as a member of the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1444. Approving the reappointment of Rachel Davis as a member of the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1445. Approving the reappointment of Gary Mar as a member of the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1446. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) – open space component – for the Najdek property – Southaven County Park addition – Town of Brookhaven – (SCTM No. 0200-666.00-01.00-023.001). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1447. Authorizing the second Ballpark License, Management and Operations Agreement between the Long Island Ducks Professional Baseball Club, LLC. and the County of Suffolk. (Co. Exec.) WAYS & MEANS

1448. Authorizing execution of agreement by the Administrative Head of Suffolk County Sewer District No. 12 - Birchwood-Holbrook with the owner of 44 Warren Avenue - Ronkonkoma (BR-1615). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1449. Amending the 2009 Operating Budget and transferring funds within the 2009 Adopted Budget. (Browning) BUDGET & FINANCE

1450. Amending the 2009 Operating Budget and transferring funds to Fischer-Hewins VFW Post 6249 and to Kevin Williams Memorial Foundation and to Heritage Trust and to St. Jude Council Knights of Columbus. (Losquadro) BUDGET & FINANCE

1451. Authorizing certain technical correction to Adopted Resolution No. 87-2009. (Co. Exec.) WAYS & MEANS

PROCEDURAL MOTION

PM.11 Procedural Resolution allocating additional funding in connection with the opposition to a proposed liquid natural gas project in the Long Island Sound. (Horsley)

1416

Intro. Res. No. -2009
Introduced by Legislator D'Amaro

Laid on Table 5/12/2009

RESOLUTION NO. -2009, AMENDING THE 2009 OPERATING BUDGET AND TRANSFERRING FUNDS TO TRI-COMMUNITY YOUTH AGENCY CAST PROGRAM.

WHEREAS, the 2009 Operating Budget does not include sufficient funds for Tri-Community Youth Agency CAST Program; and

WHEREAS, Tri-Community Youth Agency CAST Program is a not-for-profit agency that provides Suffolk County youth with a valuable service; and

WHEREAS, it is the desire of the Suffolk County Legislature to amend the 2009 Operating Budget and transfer $5,000 to the contracted agency Tri-Community Youth Agency CAST Program; and

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

1st RESOLVED, that the 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	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	EXE	7320	HMZ1	4980	Huntington Freedom Center	-$5,000

TO:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	EXE	7320	HKA1	4980	Tri-Com Yth Agy Huntington SD	+$5,000

and be it further

2nd RESOLVED, that the monies appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding Tri-Community Youth Agency CAST Program.

DATED:

APPROVED BY:

1417

Intro. Res. No. -2009 Laid on Table 5/12/2009
Introduced by Legislator Beedenbender

RESOLUTION NO. –2009, AMENDING THE 2009 OPERATING BUDGET AND TRANSFERRING FUNDS TO THE TORDIK-DIEDERICH-DUFFIELD VETERANS OF FOREIGN WARS POST 4927

WHEREAS, the 2009 Operating Budget does not include funds for the Tordik-Diederich-Duffield VFW Post 4927; and

WHEREAS, the Tordik-Diederich-Duffield VFW Post 4927 provides a valuable service to veterans and the surrounding community; and

WHEREAS, it is the desire of the Suffolk County Legislature to amend the 2009 Operating Budget and transfer $5,000 to the contracted agency Tordik-Diederich-Duffield VFW Post 4927; and

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

1st RESOLVED, that the 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	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	EXE	6510	JFC1	4980	Veterans of Foreign Wars Farmingville Memorial Post 400	-$5,000

TO:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	EXE	6510	XXXX	4980	VFW Tordik-Diederich-Duffield Post #4927	+$5,000

and be it further

2nd RESOLVED, The County Executive's Budget Office is authorized to assign an activity (pseudo) code for Tordik-Diederich-Duffield Veterans of Foreign Wars Post 4927; and be it further

3rd RESOLVED, that the monies appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding Tordik-Diederich-Duffield Veterans of Foreign Wars Post 4927.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\VFW4927.doc

1418

Intro. Res. No. -2009 Laid on Table 5/12/09

Introduced by Legislator Viloria-Fisher

RESOLUTION NO. -2009, ADOPTING LOCAL LAW NO. -2009, A LOCAL LAW TO REDUCE THE USE OF DISPOSABLE BAGS BY RETAIL STORES

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 REDUCE THE USE OF DISPOSABLE BAGS BY RETAIL STORES** " 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 REDUCE THE USE OF DISPOSABLE BAGS BY RETAIL STORES

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 data released by the United States Environmental Protection Agency shows that between 500 billion and 1 trillion plastic bags are consumed worldwide each year.

This Legislature also finds and determines that most plastic bags do not biodegrade; over time, the bags break down into smaller, more toxic petro-polymers which eventually contaminate soils and waterways.

This Legislature further finds and determines that it is estimated that plastic bags account for over 10% of debris that washes up on the United States coastlines.

This Legislature finds that plastic bags can have a devastating effect on wildlife; birds can become entangled in the bags and different species of sea life can die from ingesting plastic bags which they mistake for food.

This Legislature determines that plastic shopping bags are made from polyethylene, a thermoplastic made from oil. Accordingly, reducing the use of plastic bags will decrease our dependence on foreign oil.

This Legislature also finds that less than 1% of plastic bags are recycled, in part, due to the fact that it costs more to recycle a bag than to produce a new one.

This Legislature further finds that it is estimated that Americans consume more than 10 billion paper bags each year. An estimated 14 million trees are cut down annually for paper bag production. The industry appropriately claims that paper bags cost more to ship, stock and store.

Therefore, the purposes of this law are to strengthen current recycling efforts and to reduce the number of disposable carry-out bags provided to customers by retailers through

the imposition of a surcharge of five (5) cents per bag at the point of sale, with one (1) cent going to store owners as an incentive.

Section 2. Definitions.

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

"DISPOSABLE BAG" shall mean any carry-out bag, commonly composed of plastic or kraft paper, provided at the point of sale to consumers to carry purchased goods, but excludes bags used to store produce, flowers, baked goods or meat which are provided by a retailer either (1) prior to the point of sale or (2) at a location other than the point of sale, bags used to cover dry cleaned items, paper bags provided by a pharmacy for the storage of purchased pharmaceuticals or plastic bags used to envelop newspapers intended for delivery at a residence.

"OPERATOR" shall mean a person in control of, or having responsibility for, the daily operation of a retail store, which may include, but is not limited to, the owner of the retail store.

"RETAIL STORE" shall mean any outlet, store, shop, mercantile establishment or other place of business engaged in the retail sale of goods or merchandise directly to consumers, but does not include a restaurant.

"RESTAURANT" shall mean any business that has the sole purpose of selling meals for individual consumption.

"CUSTOMER" shall mean any individual who is an actual purchaser of goods used primarily for personal, family or household purposes.

Section 3. Prohibition.

No retail store located and doing business within the County of Suffolk shall sell, give or provide carry-out bags to customers without collecting the surcharge authorized in Section 4 of this law.

Section 4. Surcharge Requirements.

On or after January 1, 2010, any operator of a retail store who provides disposable bags at the point of sale to a customer shall charge such customer a surcharge of five (5) cents for each such bag.

Section 5. Surcharge Distribution.

The $0.05 surcharge per recyclable paper and plastic carry-out bag shall be distributed as follows:

(A) To the Retail Store:

(1) From each $0.05 surcharge collected, $0.01 will remain with the store; however a store that chooses to offer a carry-out bag credit program to its customers, as outlined in subsection (2) will retain an additional $0.01 from each surcharge collected, for a total of $0.02 per surcharge collected.

(2) For an establishment to retain an additional $0.01 from each surcharge collected, its carry-out bag credit program must:

(a) Credit the consumer a minimum of $0.05 for each carry-out bag provided by the consumer for packaging their purchases, regardless of whether the bag is paper, plastic, or reusable;

(b) Be prominently advertised at each checkout register; and

(c) Reflect the total credit amount on the consumer transaction receipt.

(3) The portion of the surcharge retained is tax exempt.

(B) The remaining amount from each surcharge collected shall be submitted to the Office of the Suffolk County Treasurer. On or before March 31, 2010, each retailer collecting the surcharge as provided in this section shall submit a return to the Suffolk County Treasurer that is applicable to the quarter commencing January 1, 2010, on a form prescribed by the Treasurer, together with payment of the quarterly proceeds of the surcharge collected in accordance with the provisions of this section. Each retailer shall submit such return and payment to the Treasurer each calendar quarter thereafter, on or before the last day of the month immediately following the end of each such calendar quarter. The Suffolk County Treasurer shall deposit any such payment in a Designated Fund for Storm Water Remediation, as established in Section 6 of this law.

Section 6. Designated Surcharge Account; Use of Monies.

There is hereby established an account to be known as the Designated Fund for Storm Water Remediation which shall be a separate, non-lapsing account within the General Fund. Monies collected by the Suffolk County Treasurer pursuant to this law shall be deposited in this account and shall only be expended for water quality protection programs and land stewardship initiatives as are authorized in Section C12-2(B) of the SUFFOLK COUNTY CHARTER.

Section 7. Enforcement.

Whenever any retail store fails to collect and pay over the proceeds of the surcharge and/or pay any penalties or interest imposed by this law as provided herein, the Suffolk County Treasurer shall have the authority to request that the County Attorney bring an action to enforce the payment of the same on behalf of the County of Suffolk and to seek the civil penalties authorized by this law.

Section 8. Rules and Regulations.

The Suffolk County Treasurer is hereby authorized and empowered to promulgate rules and regulations necessary to enforce this law.

Section 9. Penalties.

(A) Whenever the proceeds of such surcharge is not paid to the County when due, a penalty of ten percent (10%) of the amount due or fifty dollars ($50.00), whichever is greater, shall be added to the amount due and such penalty shall immediately accrue, and thereafter such proceeds shall bear interest at the rate of one and one-half percent (1.5%) per month until the same is paid.

(B) The Suffolk County Treasurer shall cause copies of a form prescribed for submitting returns as required under Section 5 of this Local Law to be distributed throughout the County. Failure to receive such forms shall not be construed to relieve anyone subject to the provisions of this Local Law from the obligations of submitting a return, together with payment of such proceeds within the time required.

(C) Any violation of this law shall be punishable by a civil fine of five hundred dollars ($500.00) for each violation.

Section 10. Reverse Preemption

This law 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 of this section.

Section 11. Applicability.

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

Section 12. 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 13. 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 14. Effective Date.

This law shall take effect one hundred eighty (180) days after 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\l-carryout bag surcharge

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1418

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: May 7, 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. 1418-2009; A LOCAL LAW TO REDUCE THE USE OF DISPOSABLE BAGS BY RETAIL STORES

SPONSOR: LEGISLATOR VILORIA-FISHER

DATE OF RECEIPT BY COUNSEL: 5/7/09 **PUBLIC HEARING:** 6/9/09

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

This proposed local law would require all retail stores in Suffolk County to charge a five cent ($0.05) surcharge for each disposable bag it provides to its customers. Disposable bags are defined as paper or plastic bags, used to carry purchased goods, but does not include bags utilized to store produce, flowers, baked goods, meat or dry cleaned items, paper bags used to store pharmaceuticals or newspaper delivery bags. The surcharge will be collected by the retail store from the customer. The surcharge will be distributed as follows:

a) One cent ($0.01) shall remain with the retail store; retail stores offering a bag credit program to their customers shall retain an additional one cent ($0.01). To be eligible for the additional one cent ($0.01) incentive, the store must credit its customers a minimum of five cents ($0.05) for each provided by the customer to package their purchases. Such a program must be prominently advertised and the bag credit must be reflected on the receipt.

b) The remaining amount from each surcharge collected shall be submitted to the Office of the Suffolk County Treasurer on a quarterly basis beginning on March 31, 2010. These funds shall be deposited by the Treasurer in a designated fund which shall be expended for water quality protection programs and land stewardship initiatives.

Any retail store which does not remit surcharge proceeds to the County when due shall incur a penalty equal to ten percent (10%) of the amount due or fifty dollars ($50.00), whichever is greater, in addition to the amount due. Interest on any late remittance and penalties shall accrue at the rate of one and one-half percent (1.5%) per month until it is paid. Violations of this law shall also be punishable by a civil fine of five hundred dollars ($500.00) per violation.

If a retail store fails to collect and remit the surcharge proceeds and/or pay any penalties or interest incurred to the Suffolk County Treasurer, the Treasurer shall have the authority to

request that the County Attorney bring an action to enforce the payment and seek civil penalties as authorized by this law.

This law will be administered by the Office of the Suffolk County Treasurer.

This law will go into effect on January 1, 2010.

GEORGE NOLAN
Counsel to the Legislature

s:\rule28\28-disposable bag surcharge

1419

Intro. Res. No. -2009 Laid on Table 5/12/2009
Introduced by Legislator Gregory

RESOLUTION NO. -2009, AMENDING THE 2009 OPERATING BUDGET AND TRANSFERRING FUNDS FOR VENETTES CULTURAL WORKSHOP

WHEREAS, the 2009 Operating Budget includes sufficient funds for Venettes Cultural Workshop in the Department of Economic Development; and

WHEREAS, Venettes Cultural Workshop is a not-for-profit agency that provides Suffolk County youths with a valuable service; and

WHEREAS, it is the desire of the Suffolk County Legislature to amend the 2009 Operating Budget and transfer the contracted agency Venettes Cultural Workshop and associated funding from the Department of Economic Development to the Youth Bureau; and

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

1st RESOLVED, that the 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	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	ECD	6410	HBU1	4980	Vennttes Cultural Workshop	-$5,000

TO:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	EXE	7320	HBU1	4980	Venettes Cultural Workshop	+$5,000

and be it further

2nd RESOLVED, that the monies appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding Venettes Cultural Workshop in the Youth Bureau.

DATED:

APPROVED BY:

Intro. Res. No. 1420-09 Laid on Table: 5/12/09
Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2009, REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT AWARD TO PROVIDE RECOVERY IDENTIFICATION AND SUBROGATION SERVICES FOR TH E DEPARTMENT OF AUDIT & CONTROL

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

WHEREAS, the Department of Audit & Control requested an RFP to "PROVIDE RECOVERY IDENTIFICATION AND SUBROGATION SERVICES FOR THE DEPARTMENT OF AUDIT AND CONTROL" and

WHEREAS, the Purchasing Division of the Department of Public Works advertised for these services and provided the RFP to eight (8) potential vendors and received only one response from Second Look; and

WHEREAS, an independent evaluation committee reviewed the proposal from Second Look, and found their quality of work and experience satisfactory, and its cost proposal submission within the industry standards, and has recommended that the Department of Audit & Control enter into a contractual agreement with the provider; and

WHEREAS, there are no costs to the 2009 Suffolk County Operating Budget to cover the cost of this contract as the vendor will only receive a percentage of any money saved; now, therefore be it

1ST RESOLVED, that upon receiving a two-thirds vote of the County Legislature as required by Local Law No. 3-1996 that the Department of Audit & Control enter into a contractual agreement with Second Look for providing Recovery Identification and Subrogation Services for the Department of Audit and Control.

DATED:

Introductory Resolution No. 1421-09 Laid on Table 5/12/09

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
VINCENT BRUNO and MARTHA BRUNO, his wife, and MARIE VALERIO, as Joint Tenants with Right of Survivorship
0100-059.00-02.00-049.002

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 059.00, Block 02.00, Lot 049.002, and acquired by tax deed on May 20, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 9, 2008, in Liber 12553, at Page 949, and otherwise known as and by Town of Babylon, Filed Map 672 Blk 16 Lots 92-94 and Pt. of 91; 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 May 20, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 9, 2008 in Liber 12553 at Page 949.

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, MARTHA BRUNO, has made application of said above described parcel and VINCENT BRUNO and MARTHA BRUNO, his wife, and MARIE VALERIO, have paid the application fee and will be paying $81,204.85 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 VINCENT BRUNO and MARTHA BRUNO, his wife, and MARIE VALERIO, as Joint Tenants with Right of Survivorship, 17 Geiger Place, Deer Park, New York 11729, 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

1421

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

April 22, 2009

Tax Map No.: 0100-059.00-02.00-049.002
Name of Last Legal Fee Owner: VINCENT BRUNO and MARTHA BRUNO, his wife, and MARIE VALERIO, as Joint Tenants with Right of Survivorship

TREASURER'S COMPUTATION..... $70,739.40

Taxes.....2008/2009.....$10,465.45

Recording Fees collected for County Clerk.. N/A

License Fee ..... N/A

Repairs..... N/A

Interest..... N/A

Miscellaneous Expenses..... N/A

TOTAL..... $81,204.85

Monies to be Received.....$81,204.85

RESOLUTION AMOUNT.....$81,204.85

APPROVED:

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

Karen A Slater 7/24/09
Accounting
CO:sc

1421

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**
Tax Map Number 0100-059.00-02.00-049.002

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 _____ _____ _____

COMPUTATION BY SUFFOLK COUNTY TREASURER

1421

DISTRICT	SECTION	BLOCK	LOT
0100	059.00	02.00	049.002

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2003/04	$12,681.09
2004/05	$13,671.86
2005/06	$13,086.46
2006/07	$12,715.75
2007/08	$10,247.36

2008/09 TAXES IN THE AMOUNT OF $10,465.45 NOT INCLUDED IN COMPUTATION

TOTAL: $62,402.52

B. INTEREST DUE	$4,968.33
C. TOTAL	$67,370.85
D. 5% LINE C	$3,368.54
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$70,739.40

.01 over due to rounding

CERTIFICATION BY COUNTY TREASURER

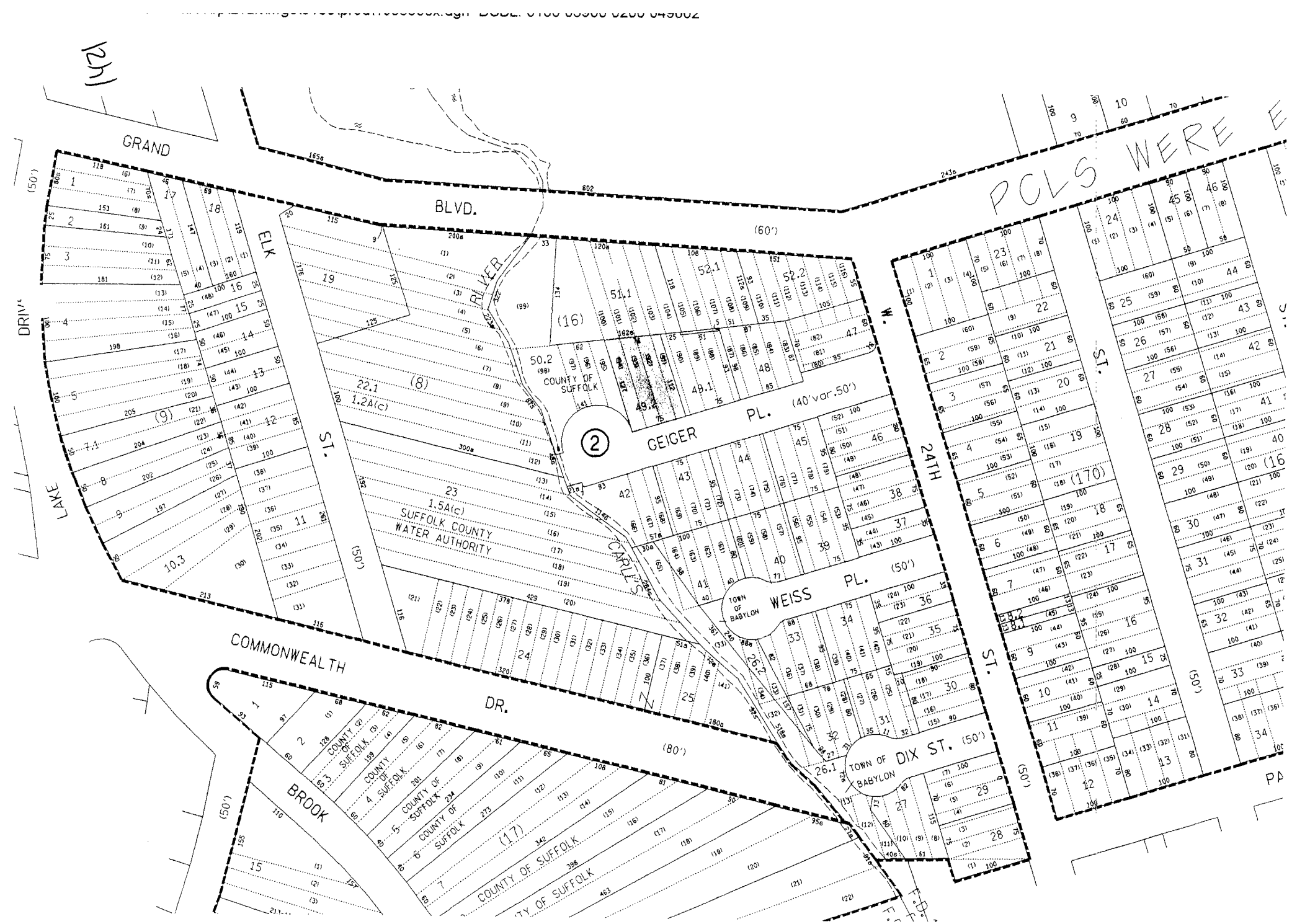
I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 21-Apr-09

Douglas W. Sutherland
Chief Deputy County Treasurer

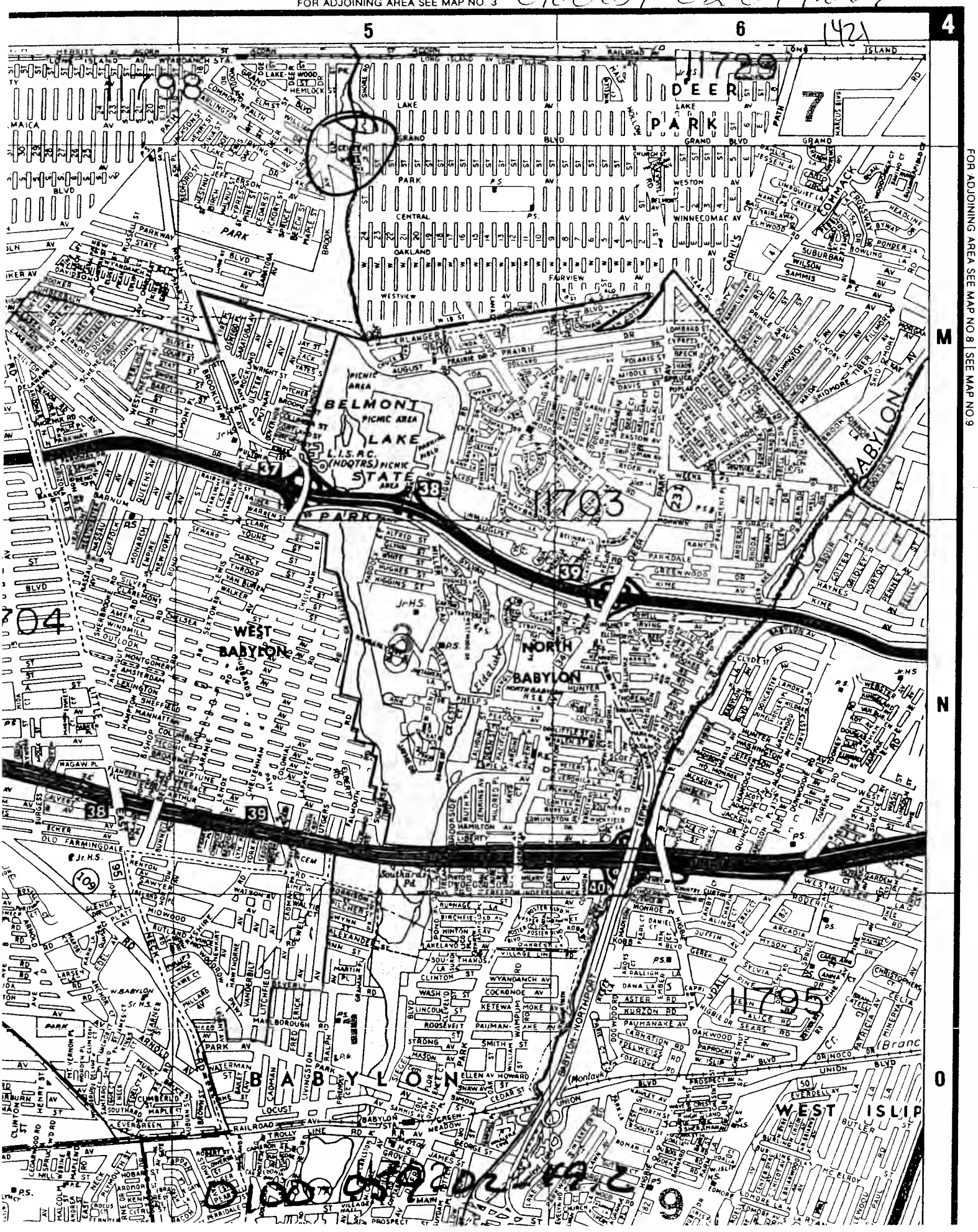
**Interest and penalty computed to and including 10/18/09

TS



0100 059 02 049.002

FOR ADJOINING AREA SEE MAP NO. 3 0100059 02 049.002



FOR ADJOINING AREA SEE MAP NO 8 | SEE MAP NO 9

Introductory Resolution No. 1422-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(0200-389.00-02.00-016.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 389.00, Block 02.00 Lot 016.000 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 Lot 83 on a certain map entitled "Map of Laurel Park, Plate 6", filed in the Office of the Clerk of the County of Suffolk on May 15, 1907 as Map No. 314; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit "A" annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $580.08 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd **RESOLVED,** that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for drainage purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than drainage purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for drainage purposes; and be it further

3rd **RESOLVED,** that said quitclaim deed tendered by Pamela J. Greene, Assistant Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within

three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th **RESOLVED,** this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b)(2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. 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)

DATED: _____

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Exhibit "A"

1422

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 548-08
MEETING OF JUNE 17, 2008

AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR DRAINAGE PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW - NICOLLS ROAD, CENTEREACH

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there are two vacant parcels of Suffolk County owned land located on Nicolls Road, Centereach, further identified as SCTM No. 200-389-2-16 & 18 as shown on the attached map; and

WHEREAS, the Town Board of the Town of Brookhaven, Suffolk County, New York is interested in acquiring said parcels of real property for drainage purposes for a total consideration not to exceed $10.00 plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs, successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive

covenants stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcels further identified as SCTM No. 0200-389-2-16 & 18, and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $10.00 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

RESOLUTION SUBMISSION

MEETING OF: JUNE 17, 2008 RESOLUTION NO. 548-08

MOVED BY COUNCILMEMBER: STEVE FIORE-ROSENFELD

REVISION

SHORT TITLE: AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR DRAINAGE PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW - NICOLLS ROAD, CENTEREACH

DEPARTMENT: Law Department

REASON: To acquire a vacant parcel of Suffolk County owned property for drainage purposes .

PUBLIC HEARING REQUIRED: No
DEPARTMENT OF FINANCE APPROVAL: YES NO
DOLLARS INVOLVED: $10.00 plus pro rated taxes

SEQRA REQUIRED:
DETERMINATION MADE: POSITIVE NEGATIVE
FEIS/FINDINGS FILED:

EXECUTION OF DOCUMENT REQUIRED: Yes
AE:pd

Present	Absent		Motion	Aye	No	Abstain	Not Voting
		Councilmember Fiore-Rosenfeld	2				
		Councilmember Bonner					
		Councilmember Walsh	1				
		Councilmember Kepert					
		Councilmember Mazzei					
		Councilmember Romaine					
		Supervisor Foley					

1422

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 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-389.00-02.00-016.000

Section 72-h, Gen'l Municipal Law

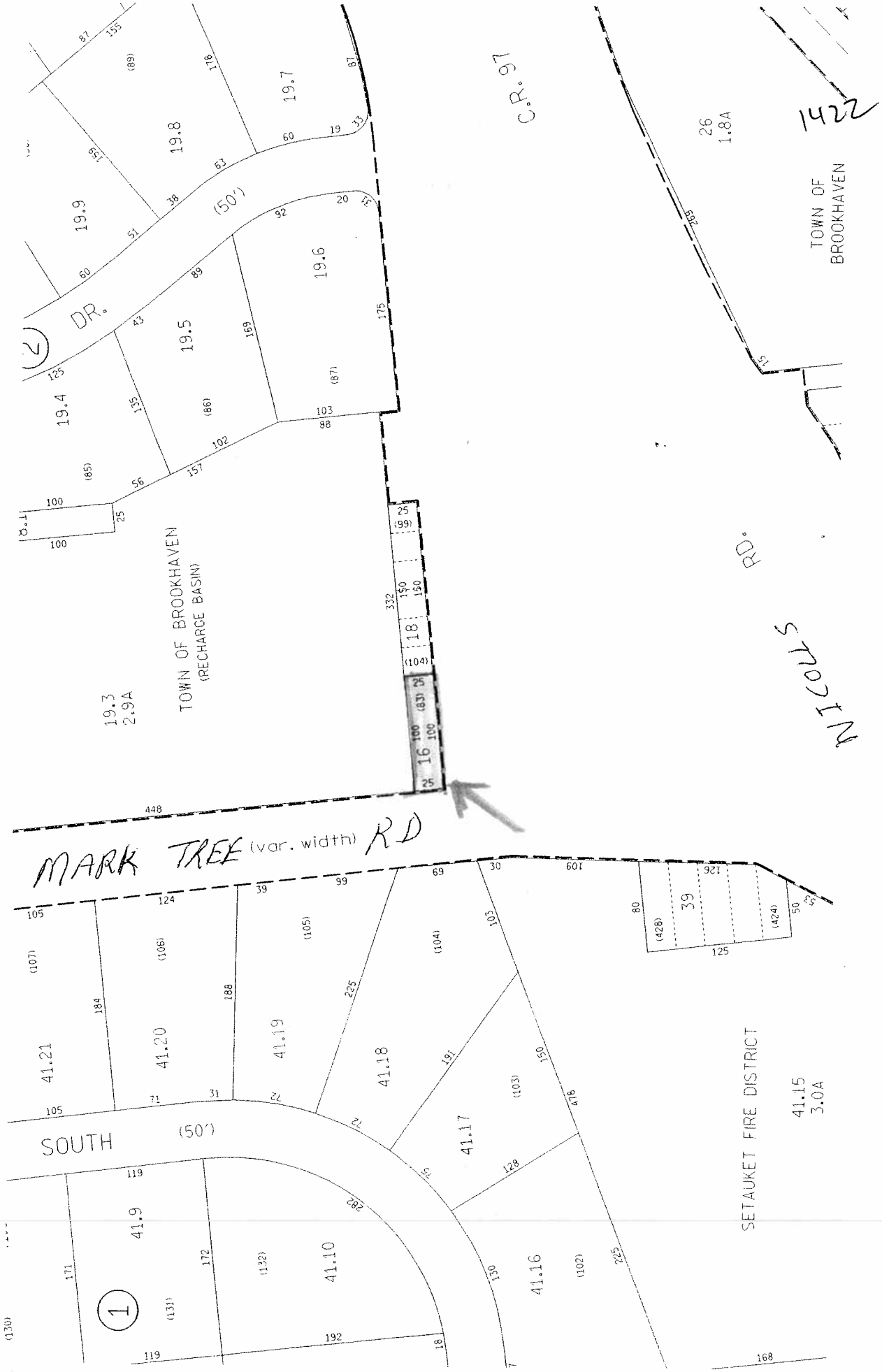
	Amount
County Investment	$ 580.08

PURPOSE:

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

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

WRT: slb



TM# 0200-389.00-02.00-016.000

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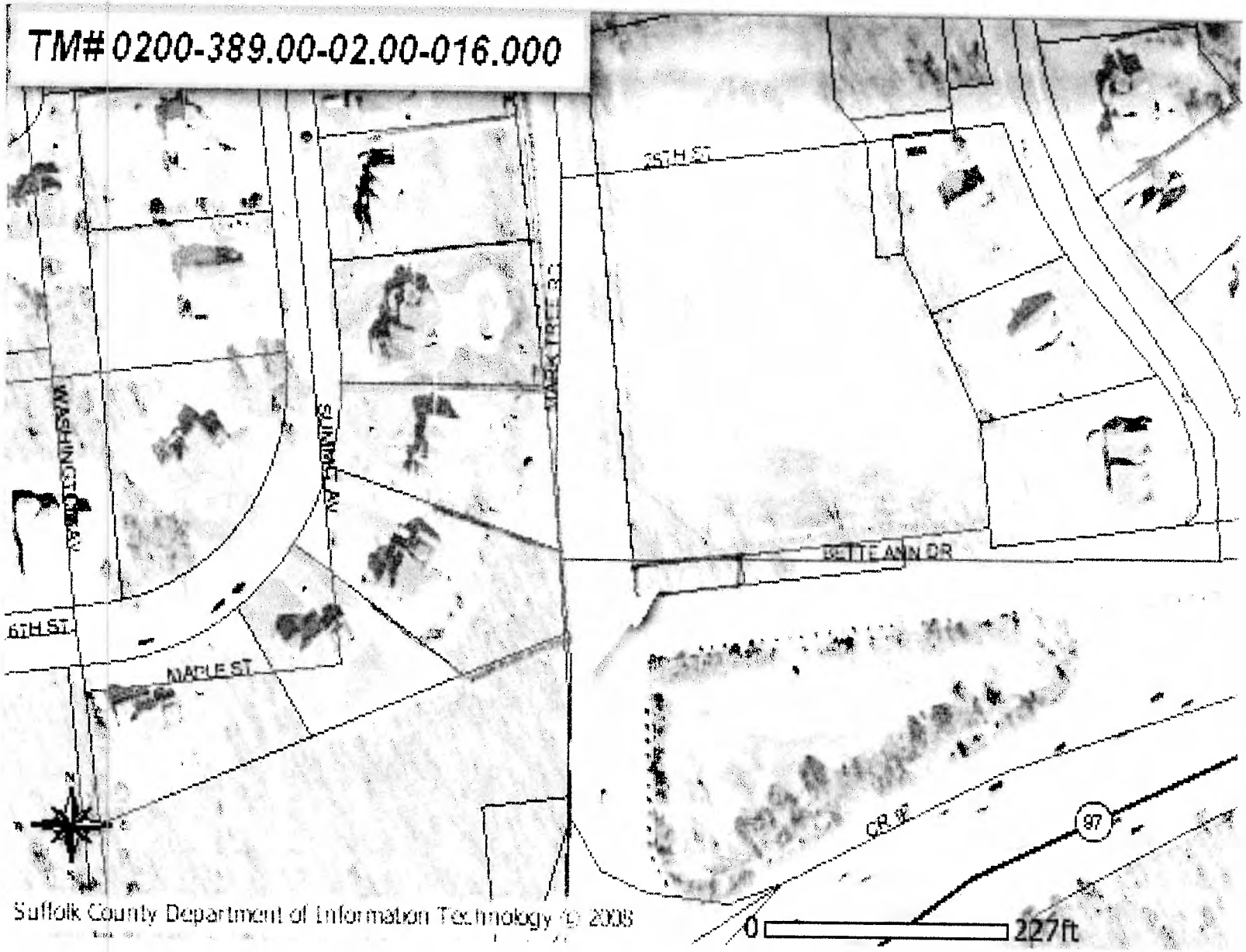
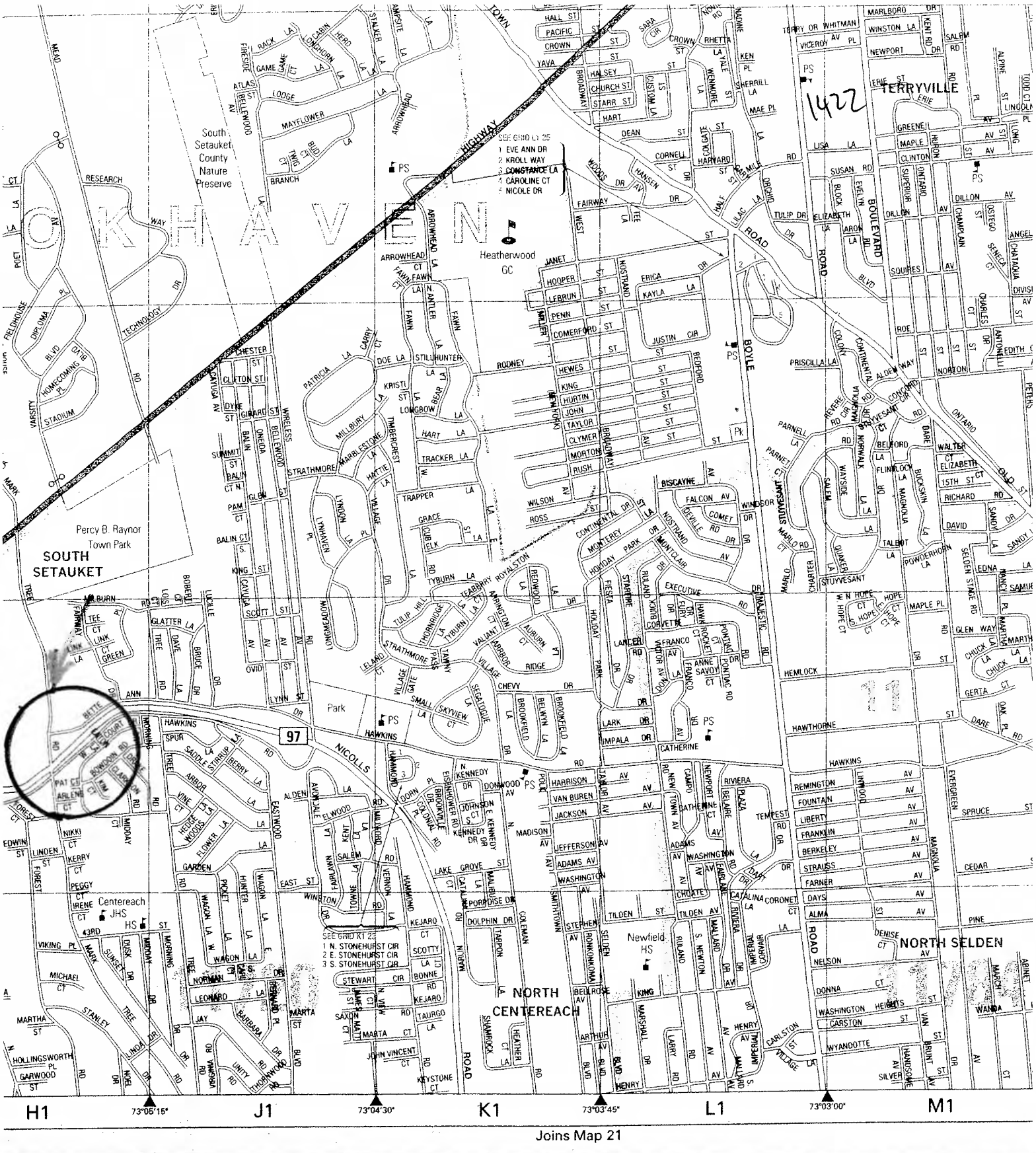

TM# 0200-389.00-02.00-016.000
25TH ST
WASHINGTON AV
SUMMER AV
MAPLE TREE DR
BETTE ANN DR
6TH ST
MAPLE ST
CR 97
97
N
0
227ft
Suffolk County Department of Information Technology © 2008



Joins Map 21

Tm # 0200-389.00-02.00-016.000

1422

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 Brookhaven for drainage 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?

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

    R.J. Bhatt –LMS IV | RJ Bhatt | 4/22/09

COUNTY OF SUFFOLK

1422 APR 29 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 21, 2009

Ben Zwirn
Assistant 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.: 0200-389.00-02.00-016.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

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 Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Pamela J. Greene
Assistant Director of 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 w/ Resolution to:
Connie Corso, Budget Director
Thomas A. Isles, Director of Planning
CE Reso Review via e-mail

Introductory Resolution No. 1423-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-389.00-02.00-018.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 389.00, Block 02.00 Lot 018.000 and acquired by Tax Deed on March 19, 1987 from General L. Reins, the Deputy County Treasurer of Suffolk County, New York, and recorded on March 19, 1987 in Liber 10274 at Page 389 and described as follows, Town of Brookhaven, known and designated as Lots 99 to 104, Northerly 25 feet, all inclusive on a certain map entitled "Map of Laurel Park, Plate 6", and filed in the Office of the Clerk of the County of Suffolk on May 15, 1907 as Map No. 314,

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit A annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $2063.59 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd **RESOLVED,** that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for drainage purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of drainage, at any time, uses or attempts to use said subject parcel for other than drainage purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for drainage purposes; and be it further

3rd **RESOLVED,** that said quitclaim deed tendered by Pamela J. Greene, Assistant Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of

Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th **RESOLVED,** this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b)(2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. 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)

DATED: _____

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Exhibit "A"

1423

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 548-08
MEETING OF JUNE 17, 2008

AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR DRAINAGE PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW - NICOLLS ROAD, CENTEREACH

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there are two vacant parcels of Suffolk County owned land located on Nicolls Road, Centereach, further identified as SCTM No. 200-389-2-16 & 18 as shown on the attached map; and

WHEREAS, the Town Board of the Town of Brookhaven, Suffolk County, New York is interested in acquiring said parcels of real property for drainage purposes for a total consideration not to exceed $10.00 plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs, successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive

covenants stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcels further identified as SCTM No. 0200-389-2-16 & 18, and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $10.00 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

1423

RESOLUTION SUBMISSION

MEETING OF: JUNE 17, 2008 RESOLUTION NO. 548-08

MOVED BY COUNCILMEMBER: STEVE FIORE-ROSENFELD

REVISION

SHORT TITLE: AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR DRAINAGE PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW - NICOLLS ROAD, CENTEREACH

DEPARTMENT: Law Department

REASON: To acquire a vacant parcel of Suffolk County owned property for drainage purposes .

PUBLIC HEARING REQUIRED: No
DEPARTMENT OF FINANCE APPROVAL: YES NO
DOLLARS INVOLVED: $10.00 plus pro rated taxes

SEQRA REQUIRED:
DETERMINATION MADE: POSITIVE NEGATIVE
FEIS/FINDINGS FILED:

EXECUTION OF DOCUMENT REQUIRED: Yes
AE:pd

Present	Absent		Motion	Aye	No	Abstain	Not Voting
		Councilmember Fiore-Rosenfeld	2				
		Councilmember Bonner					
		Councilmember Walsh					
		Councilmember Kepert					
		Councilmember Mazzei					
		Councilmember Romaine					
		Supervisor Foley					

1423

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 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-389.00-02.00-018.000

Section 72-h, Gen'l Municipal Law

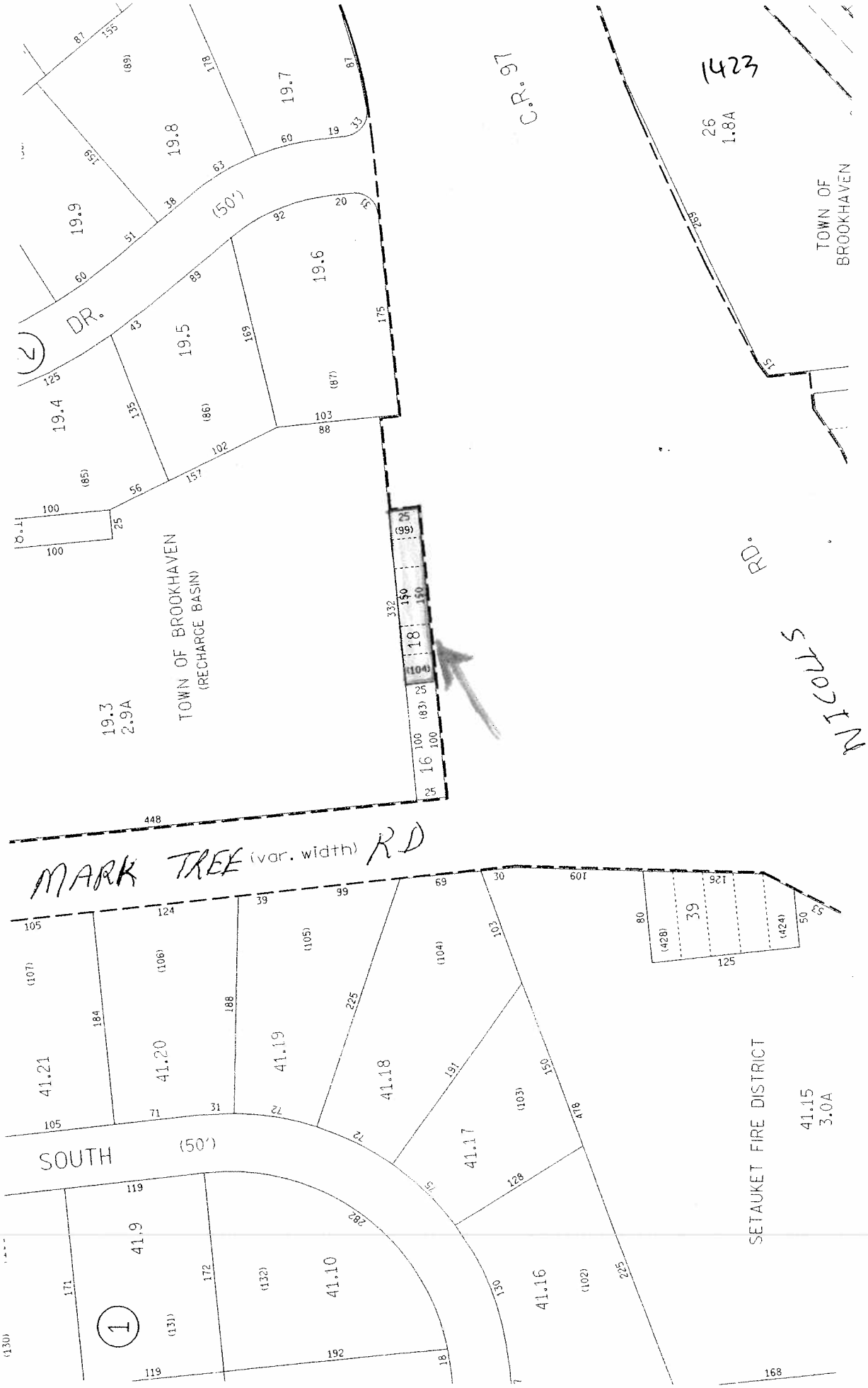
	Amount
County Investment	$ 2,063.59

PURPOSE:

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

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

WRT: slb



TM# 0200 - 389.00 - 02.00 - 018.000

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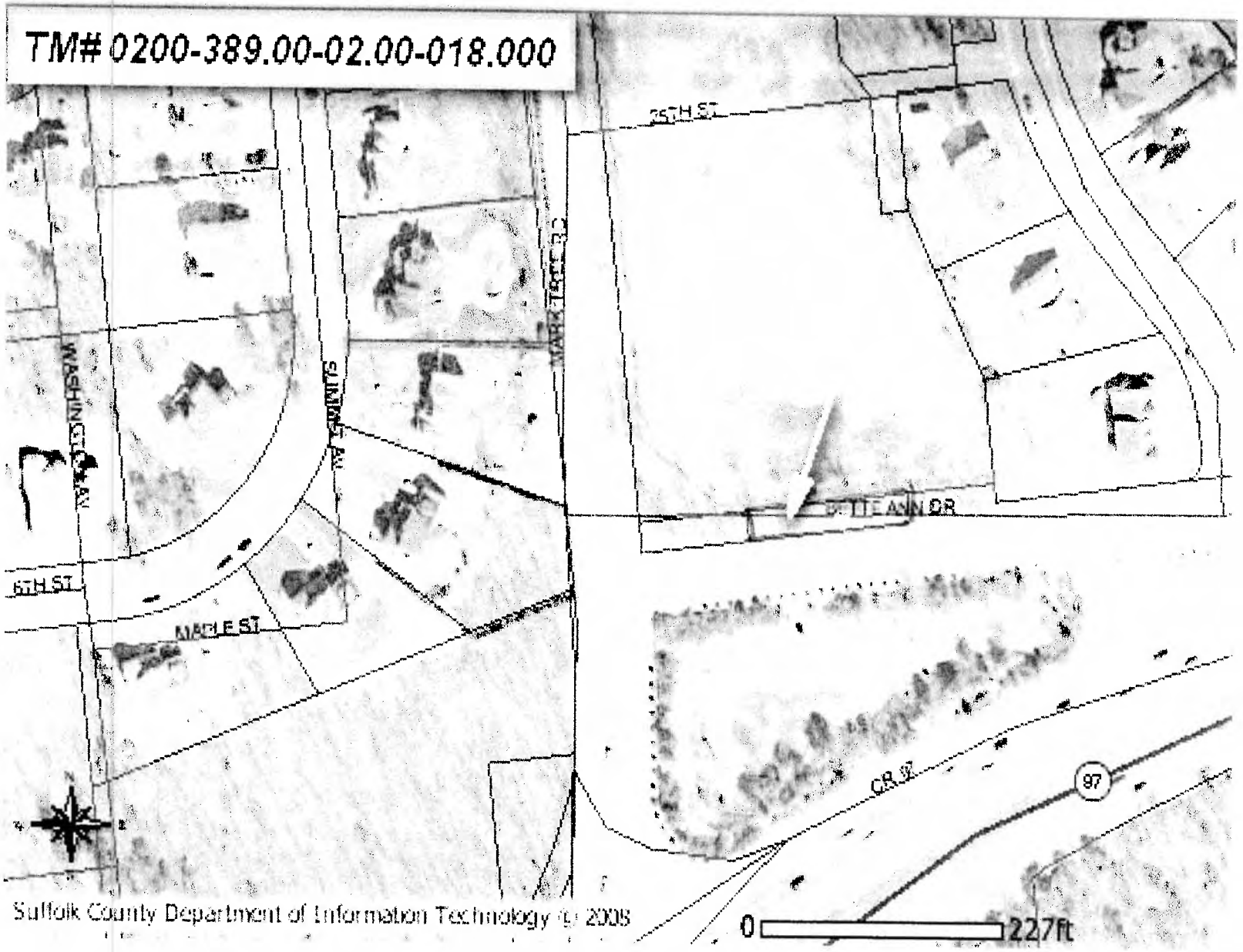
TM# 0200-389.00-02.00-018.000
25TH ST
WASHINGTON AV
SUMMER AV
MARK TREE LN
BETTE ANN DR
6TH ST
MAPLE ST
CR 97
97
Suffolk County Department of Information Technology © 2005
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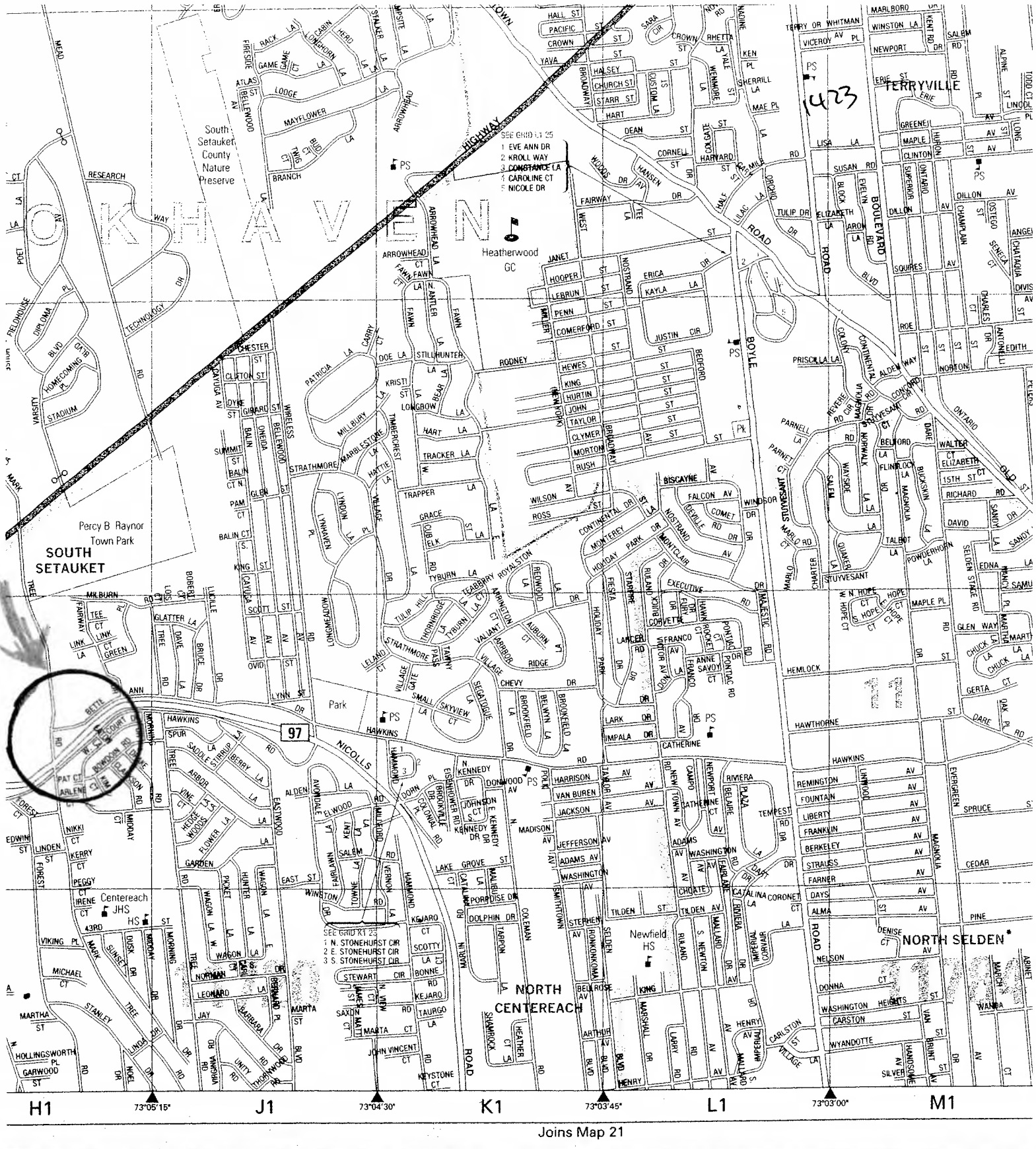
227ft



Tm # 0200-389.00-02.00-018.000

1423

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 Brookhaven for drainage 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?

   __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 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

   Current Year 2009

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

    R.J. Bhatt- LMS IV | R J Bhatt | 4/22/09

COUNTY OF SUFFOLK

APR 29 2009

1423

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 21, 2009

Ben Zwirn
Assistant 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.: 0200-389.00-02.00-018.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

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 Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Pamela J. Greene
Assistant Director of 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 w/ Resolution to: Brendan Chamberlain, Director of Int. Rel. (2 copies)
Connie Corso, Budget Director
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

Intro. Res. # 1424-09 Laid on Table 5/12/09

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 #810-2009)

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#810-2009

(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
C	BROOKHAVEN	07/08		0200-930.00-02.00-013.000	4086.63	303.97	3782.66
C	BROOKHAVEN	08/09		0200-930.00-02.00-013.000	5863.13	447.37	5415.76
A	BROOKHAVEN	07/08		0200-853.00-07.00-019.000	4080.43	466.56	3613.87

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

APPROVED BY:

County Executive of Suffolk County Date of Approval:

1424

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 11.Signature of Preparer 12. 4/28/09
Jeanne Cush, Appraiser Tech II

Jeanne Cush

Additional back-up material regarding IR 1424 is on file in the Legislative Clerk's Office, Hauppauge.

Introductory Resolution No. 1425-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF SMITHTOWN)
(0800-054.00-05.00-035.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Smithtown, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0800 Section 054.00, Block 05.00 Lot 035.000 and acquired by Tax Deed on June 29, 2005 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on July 15, 2005 in Liber 12397 at Page 975 and described as follows, Town of Smithtown, known and designated as part of Lot 1513 on a certain map entitled "Map of St. James Park, Section 3A", and filed in the Office of the Clerk of the County of Suffolk on November 15, 1899 as Map No. 610; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Smithtown has requested that the County of Suffolk convey to the town the parcel described in Exhibit A annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Smithtown for the sum of $2,602.00 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd **RESOLVED,** that the Town of Smithtown will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for recharge basin purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Smithtown, at any time, uses or attempts to use said subject parcel for other than recharge basin purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for recharge basin purposes; and be it further

3rd **RESOLVED,** that said quitclaim deed tendered by Pamela J. Greene, Assistant Director of the Division of Real Property Acquisition and Management pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within

governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th **RESOLVED,** this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b)(2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. 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)

DATED: _____

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Exhibit "A" 1425

RE: ***Smithtown Town Board Resolution #070***
Re: Accept parcel designated as SCTM #800-54-3-35

DATED: ***February 3, 2009***

STATE OF NEW YORK)

TOWN OF SMITHTOWN) SS:
COUNTY OF SUFFOLK)

I, VINCENT PULEO, TOWN CLERK, of the Town of Smithtown, County of Suffolk, State of New York, do hereby certify that the foregoing is a true copy of an original on file in the Town Clerk's Office, and further certify that the said has been compared by me with an original thereof, and that the foregoing is a correct transcript therefrom, and of that whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of said Town to be hereunto affixed at Smithtown, in said County and State this ***5th*** day of ***February, 2009.***

V Puleo

Vincent Puleo - Town Clerk
Town of Smithtown

The following resolution was offered by the town Board en masse:

(#070)
BE IT RESOLVED, that the Town Board be and hereby accepts a parcel designated as Suffolk County Tax Map No. 0800-54-3-35 from Suffolk County at a fee of $2,602.00. Said parcel is located on the west side of Jefferson Avenue, 308 feet south of Woodlawn Avenue, St. James, Town of Smithtown, Suffolk County, New York. Parcel is 18,850 square feet, undeveloped parcel of land zoned R-21 (residential, 21,780 sq. ft., single family) and is located adjacent to an existing Town of Smithtown recharge basin.

Dated: February 3, 2009

ROLL CALL FOR ADOPTION

Councilman	Creighton	yes
Councilwoman	Biancaniello	yes
Councilman	Wehrheim	yes
Councilman	McCarthy	yes
Supervisor	Vecchio	yes

1425

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 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF SMITHTOWN

Tax Map No.: 0800-054.00-05.00-035.000

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$ 2,602.00

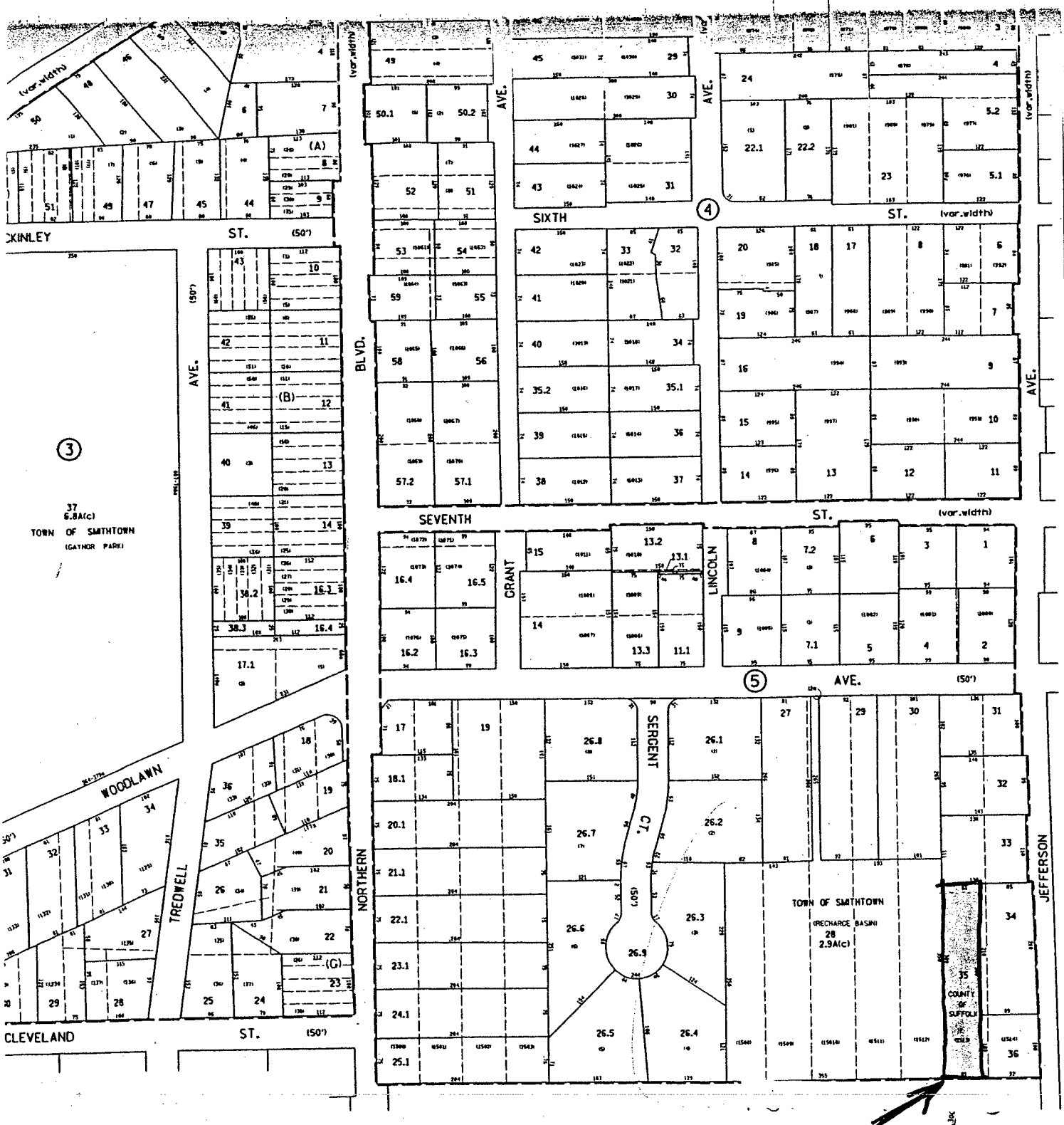
PURPOSE:

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

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

WRT: slb

1425

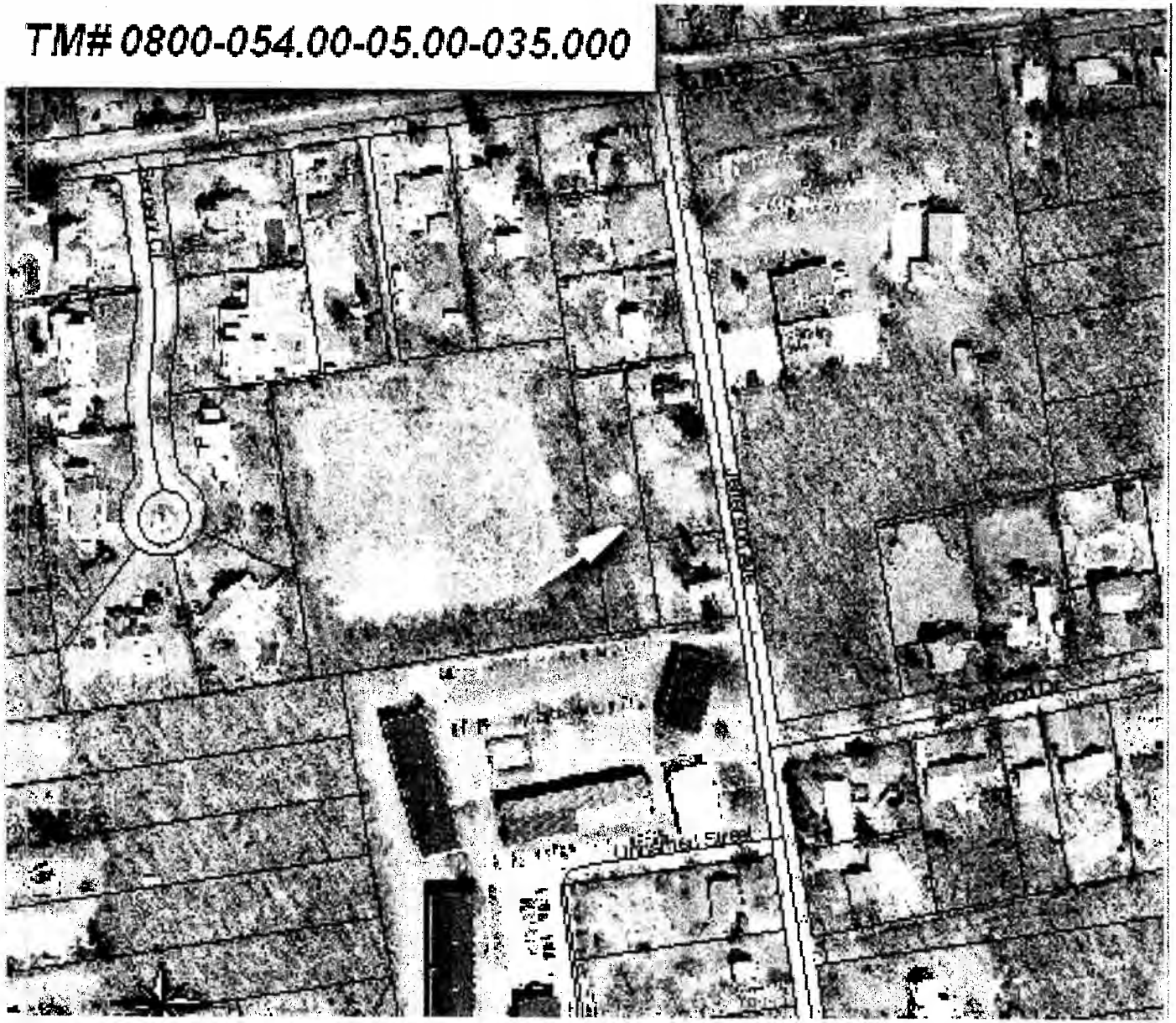


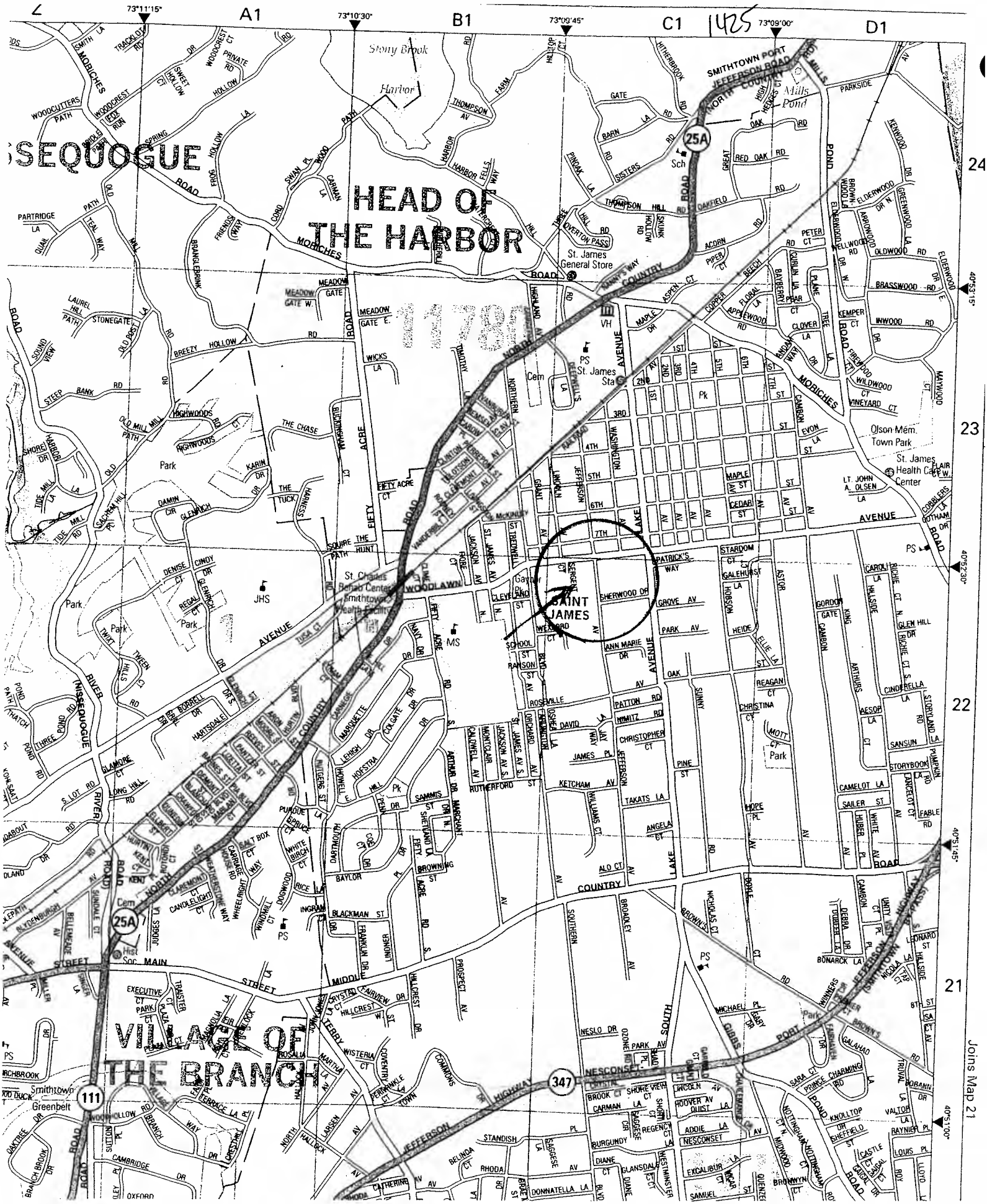
TM# 0800-054.00-05.00-035.000

ALL PROPERTIES NG DISTRICTS:	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 SMITHTOWN VILLAGE OF DISTRICT NO 0800	SECTION NO 054 PROPERTY MAP

CONVERSION DATE: Dec. 18, 1956

TM# 0800-054.00-05.00-035.000





TM# 0800-054.00-05.00-035.000

1425

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 Smithtown for Highway 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?

__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 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

Current Year 2009

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

R.J. Bhatt- LMS IV | R J Bhatt | 4/20/09

Gen 175

COUNTY OF SUFFOLK

APR 29 2009

1425

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 20, 2009

Ben Zwirn
Assistant 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.: 0800-054.00-05.00-035.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

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 Smithtown for recharge basin purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Pamela J. Greene
Assistant Director of 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 w/ Resolution to:
Brendan Chamberlain, County Executive Assistant (2 hard copies)
Connie Corso, Budget Director
Thomas A. Isles, Director of Planning
CE Reso Review via e-mail

Introductory Resolution No. 1426-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-185.00-06.00-025.001)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 185.00, Block 06.00 Lot 025.001 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 as unnumbered Lot, designated as an easement to recharge basin on a certain map entitled "Map of Knolls at Panfield, Section 1", and filed in the Office of the Clerk of the County of Suffolk on September 22, 1987 as Map No. 8397.

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit "A" annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $2,608.02 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd **RESOLVED,** that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for highway purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than highway purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for highway purposes; and be it further

3rd **RESOLVED,** that said quitclaim deed tendered by Pamela J. Greene, Assistant Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th **RESOLVED,** this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. 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)

DATED: _____

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Exhibit "A"

1426

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 783-08
MEETING OF SEPTEMBER 9, 2008

AUTHORIZATION TO ACQUIRE A VACANT PARCEL OF SUFFOLK COUNTY OWNED LAND FOR HIGHWAY PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW - CASEY LANE, MT. SINAI
(SCTM No. 200-185-6-25.1)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcel of Suffolk County owned land located on Casey Lane, Mt. Sinai, further identified as SCTM No. 200-185-6-25.1 as shown on the attached map; and

WHEREAS, the Superintendent of Highways of the Town of Brookhaven is interested in acquiring said parcel of real property for highway purposes for a total consideration not to exceed $2,608.02 plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs, successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive

covenants stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel further identified as SCTM No. 0200-185-6-25.1 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $2,608.02 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

1426

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 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-185.00-06.00-025.001

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$ 2,608.02

PURPOSE:

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

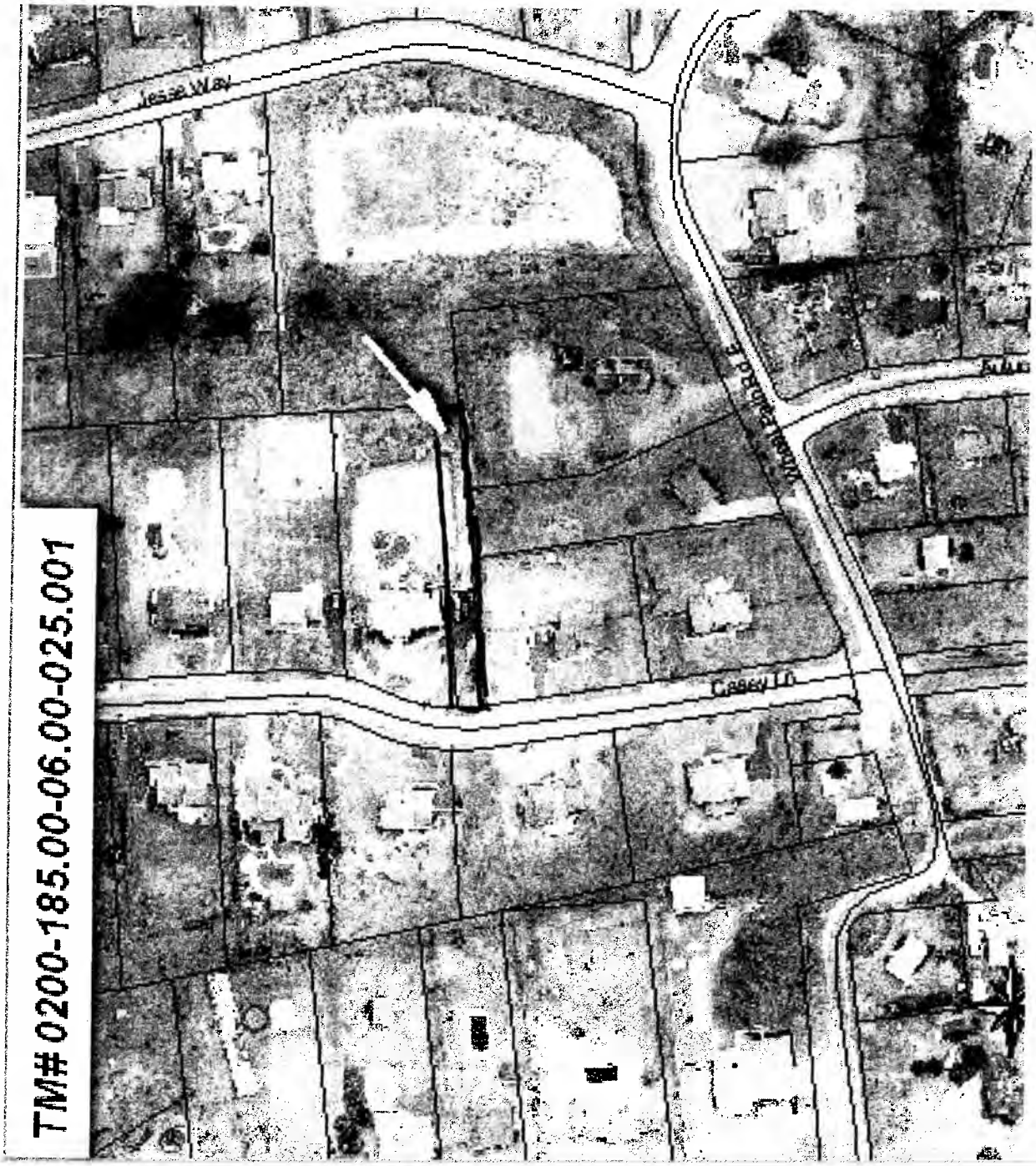
Wayne R. Thompson
Property Manager
(631) 853-5971

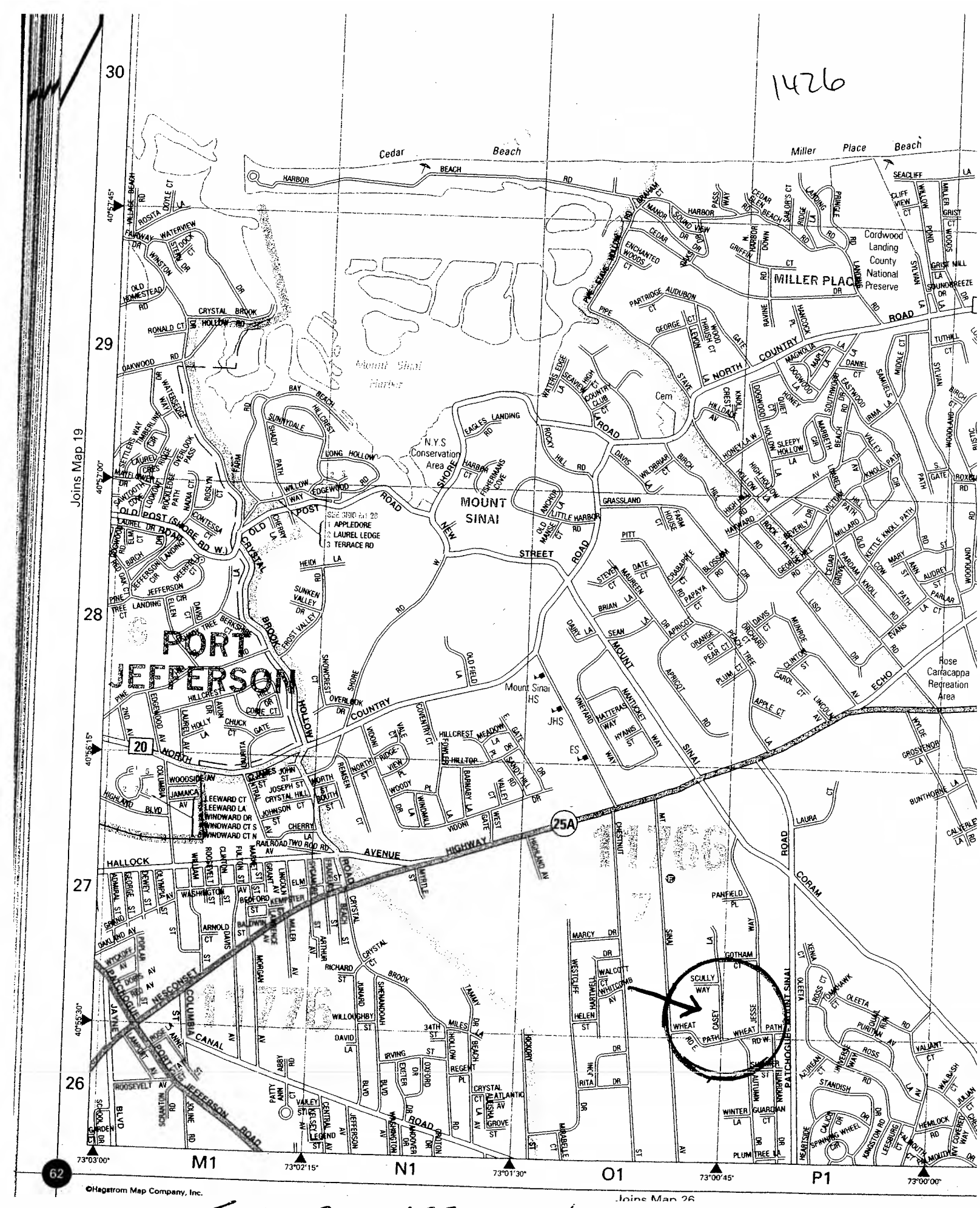
WRT: slb

2/25/2009 -- 11:58:08 AM -- \\RIVORACLEFORMS\Forms_shareviewer\0200\prod\2018500x.dgn DSBL: 0200 18500 0600 025001

TO # 0200-185.00-06.00-025.001

1426





Tm# 0200-185.00-06.00-025.001

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1426

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 Brookhaven for highway 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?

   __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 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 Current Year

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

    R. J. Bhatt- LMS IV | R J Bhatt | 4/23/09

COUNTY OF SUFFOLK

Gen Ad

1426 MAY 01 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 23, 2009

Ben Zwirn
Assistant 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.: 0200-185.00-06.00-025.001
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

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 Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Pamela J. Greene
Assistant Director of 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 w/ Resolution to:
Brendan Chamberlain, County Executive Assistant (2 hard copies)
Connie Corso, Budget Director
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. 1427-09 Laid on Table 5/12/09

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 RICHARD DEFILIPPIS (SCTM NO. 0200-099.00-08.00-020.000)

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 099.00 Block 08.00 Lot 020.000 and acquired by Tax Deed on June 25, 1996 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on July 11, 1996 in Liber 11782 at Page 181 and described as follows, Town of Brookhaven, known and designated as Lot 306 on a certain map entitled "Map of Groveland Park" and filed in the Office of the Clerk of the County of Suffolk on August 6, 1908 as Map No. 660; 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, Richard DeFilippis, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $6,000.00. 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 $5,500.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Assistant Director of the Division of Real Property Acquisition and Management, and/or his designee, has received and deposited the sum of $6,000.00, 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 Assistant 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, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Richard DeFilippis, 158 Tyler Avenue, Miller Place, New York 11764.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1427

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. 0200-099.00-08.00-020.000

ADJOINING OWNER	BID	BID	BID
Christopher & Heather Moloney 161 Harrison Avenue Miller Place, New York 11764 0200-099.00-08.00-004.000	$0		
Janet & Juliann Parkhill 460 Tyler Avenue Miller Place, New York 11764 0200-099.00-08.00-019.000	$0		
Richard DeFilippis 158 Tyler Avenue Miller Place, New York 11764 0200-099.00-08.00-020.000	$6,000.00		

SIZE OF PARCEL: 25' x 100'
APPRAISED VALUE: $5500.00
COMMENT: Direct Sale to Adjacent Owner

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

1427

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

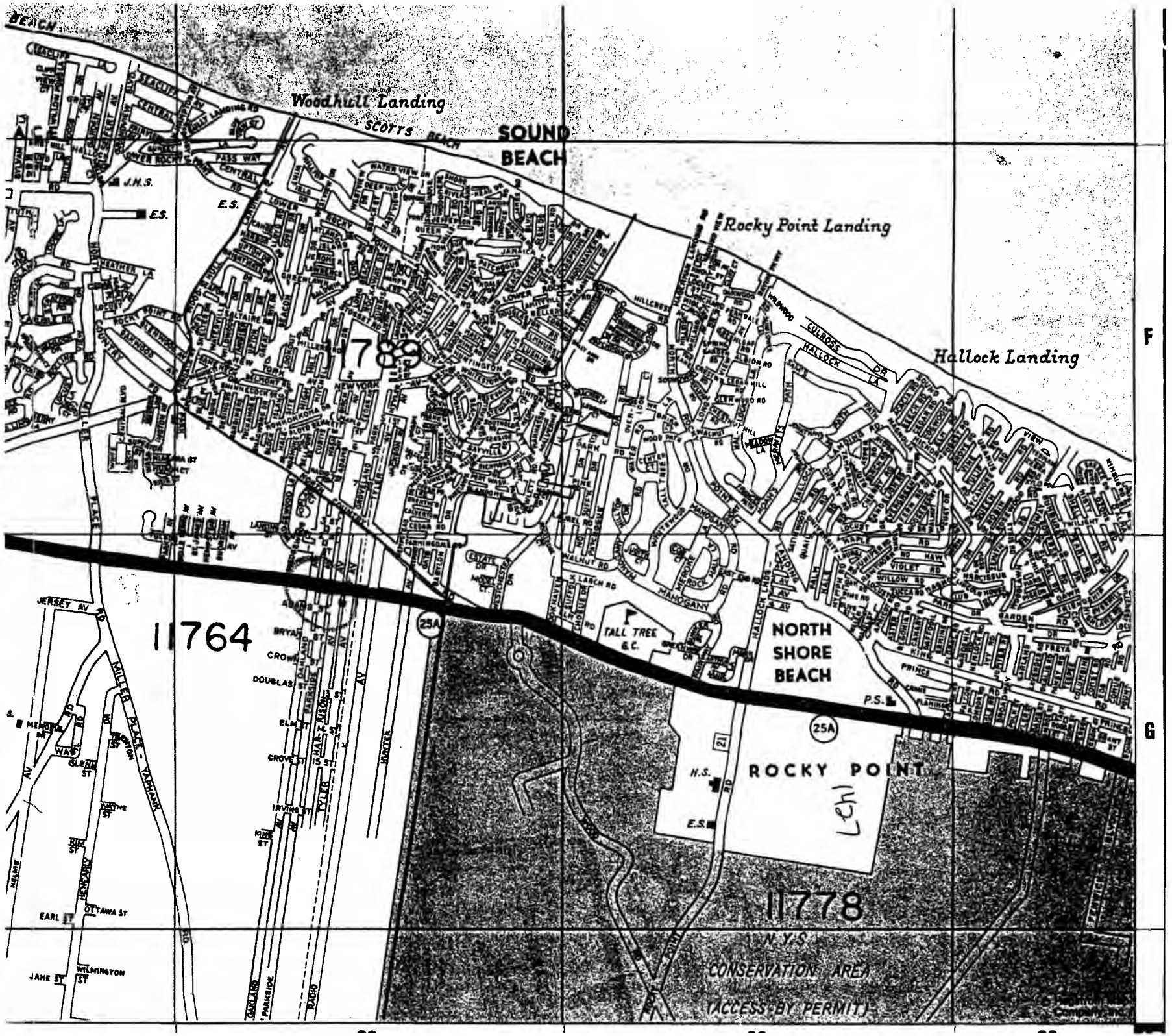
10. Name & Title of Preparer Signature of Preparer Date

    Lori Sklar- LMS III _____ _____

N. COUNTRY RD.
HARRISON AVE.
TYLER AVE.
RADIO AVE.
9TH. ST. (40')
F.D. FH2
F.D. FH1
F.D. FJ1
S.R. 25A
SCH.D. 9
SCH.D. 8
11TH ST. (40')
STATE OF NEW YORK
(var. width)
(50')
1427

0200-099.00-08.00-020.000
Front view
(c) Copyright 2006, Pictometry International

Lehl


Woodhull Landing
SOUND BEACH
Rocky Point Landing
Hallock Landing
11789
11764
11778
NORTH SHORE BEACH
ROCKY POINT
TALL TREE G.C.
N.Y.S. CONSERVATION AREA (ACCESS BY PERMIT)
J.H.S.
E.S.
P.S.
H.S.
25A
F
G

COUNTY OF SUFFOLK

Gen A?

APR 29 2009

1427

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK-GALLAGHER
COMMISSIONER

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERY ACQUISTION AND MANAGEMENT

April 17, 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: 0200-099.00-08.00-020.000

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 BUILDING
100 VETERANS MEMORIAL HIGHWAY

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

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

Introductory Resolution No. 1428-09 Laid on Table 5/12/09

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 BABYLON FOR AFFORDABLE HOUSING PURPOSES

WHEREAS, the County of Suffolk is the fee owner of the following described parcels:

0100-058.00-04.00-029.000

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 058.00, Block 04.00, Lot 029.000, and acquired by tax deed on July 12, 2001, from Joseph Sawicki, Jr., as the Chief Deputy County Treasurer of Suffolk County, New York, and recorded on July 13, 2001, in Liber 12129, CP 657 and otherwise known as and by Town of Babylon, known and designated as Lot 82 in Block 33 on a certain map entitled "Map of Colonial Springs, Section 1", and filed in the Office of the Clerk of the County of Suffolk on March 16, 1926 as Map No. 223; and

0100-058.00-04.00-030.000

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 058.00, Block 04.00, Lot 030.000, and acquired by tax deed on July 12, 2001, from Joseph Sawicki, Jr., as the Chief Deputy County Treasurer of Suffolk County, New York, and recorded on July 13, 2001, in Liber 12129, CP 657 and otherwise known as and by Town of Babylon, known and designated as Lots 83 and 84 in Block 33 on a certain map entitled "Map of Colonial Springs, Section 1", and filed in the Office of the Clerk of the County of Suffolk on March 16, 1926 as Map No. 223; and

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 Babylon, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it see annexed Resolution hereto marked as Exhibit "A"; 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 Babylon, 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 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 Babylon 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"

1428

RESOLUTION NO. (304) APRIL 29, 2008
AMENDING RESOLUTION NO. 259 OF APRIL 9, 2008
REQUESTING THE CONVEYANCE OF PARCELS TO THE TOWN OF BABYLON FOR DOWNTOWN REVITALIZATION AS PART OF WYANDANCH RISING (SECTION 72-h, GENERAL MUNICIPAL LAW)

The following resolution was offered by Councilman Henry

and seconded by Councilwoman McVeety:

WHEREAS, Resolution No. 259 of April 9, 2008 authorized the conveyance of parcels to the Town of Babylon for Downtown Revitalization as part of Wyandanch Rising; and

WHEREAS, the Suffolk County Tax Map referenced within the resolution was inaccurate and needs to be amended,

NOW, THEREFORE, be it

RESOLVED, by the Town Board of the Town of Babylon that the Suffolk County Tax Map for the conveyance of parcels to the Town of Babylon for Downtown Revitalization as part of Wyandanch Rising is hereby amended to SCTM #0100-058.00-04.00-029.000 & 030.000.

of New York
n of Babylon } ss:
nty of Suffolk

nnise J. Miller, Deputy Town Clerk, DO HEREBY CERTIFY I have compare the preceding with the original thereof and that ame is a true and correct copy.

ESTIMONY WHEREOF, I have hereunto set my hand and ed the seal of said Town

9th day of May 20 08

nise J. Miller, Deputy Town Clerk

1428

RESOLUTION NO. 119 FEBRUARY 25, 2009
AMENDING RESOLUTION NO. 304 OF APRIL 29, 2008
AND RESOLUTION NO. 259 OF APRIL 9, 2008
REQUESTING THE CONVEYANCE OF PARCELS TO THE TOWN OF BABYLON
FOR AFFORDABLE HOUSING (SECTION 72-h, GENERAL MUNICIPAL LAW)

The following resolution was offered by Councilman Martinez

and seconded by Councilwoman Gordon:

WHEREAS, Resolution No. 259 of April 9, 2008 and Resolution No. 304 of April 29, 2008 authorized the conveyance of parcels to the Town of Babylon for Downtown Revitalization as part of Wyandanch Rising; and

WHEREAS, the stated purpose for the transfer of parcels within the resolution was inaccurate and needs to be amended,

NOW, THEREFORE, be it

RESOLVED, by the Town Board of the Town of Babylon that the purpose of the conveyance of parcels to the Town of Babylon is hereby amended to reflect the stated purpose to be affordable housing.

State Of New York)
Town of Babylon) ss:
County of Suffolk)

I, Johanna Gudat, Acting Deputy Town Clerk, DO HEREBY CERTIFY
That I have compared the preceding with the original thereof
and that the same is a true and correct copy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
Affixed the seal of said Town

this 27 day of Feb. 20 09

Johanna Gudat

Johanna Gudat, Acting Deputy Town Clerk

1428

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 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BABYLON

Tax Map No.: 0100-058.00-04.00-029.000 & 0100-058.00-04.00-030.000

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$43,515.27

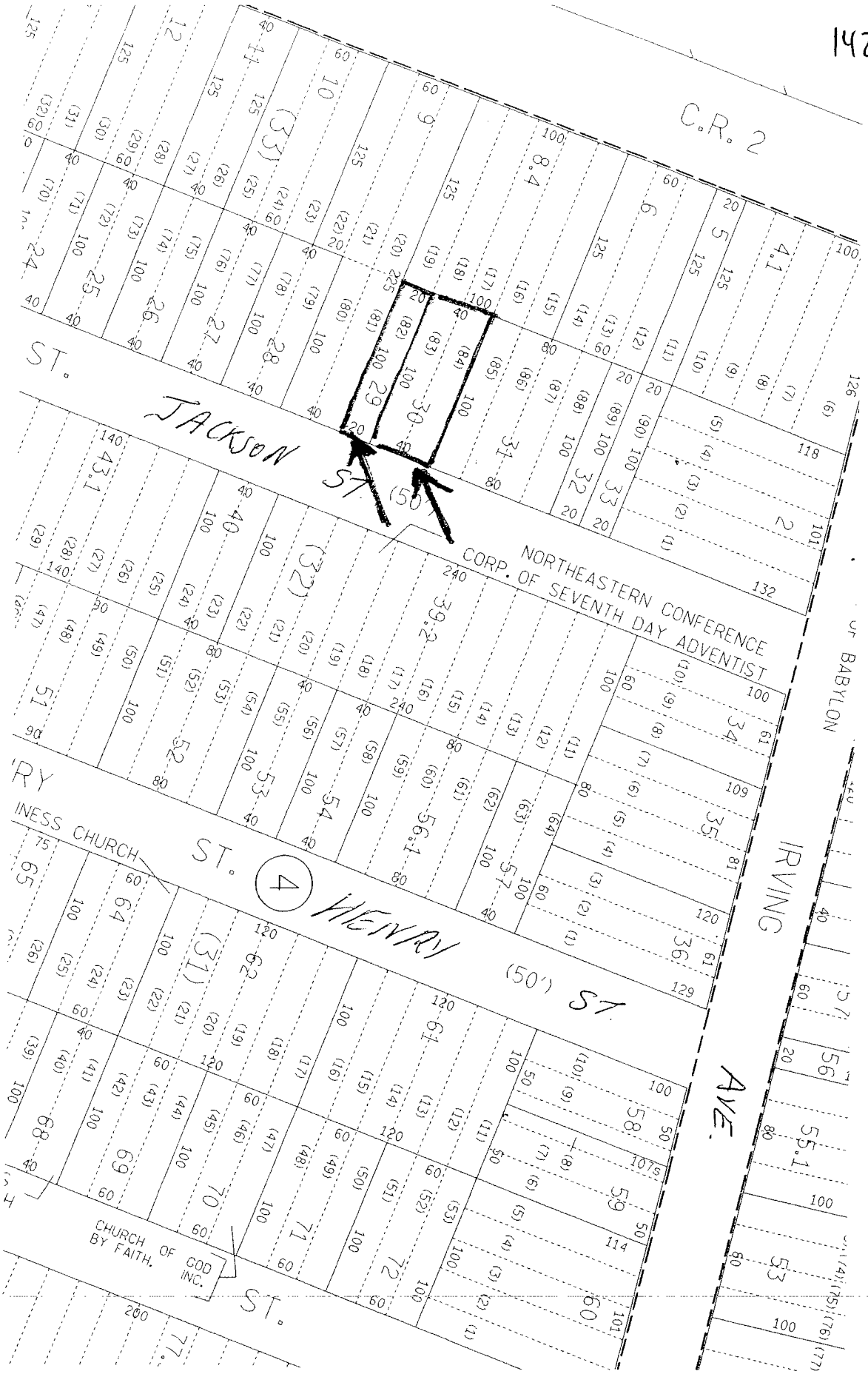
PURPOSE:

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

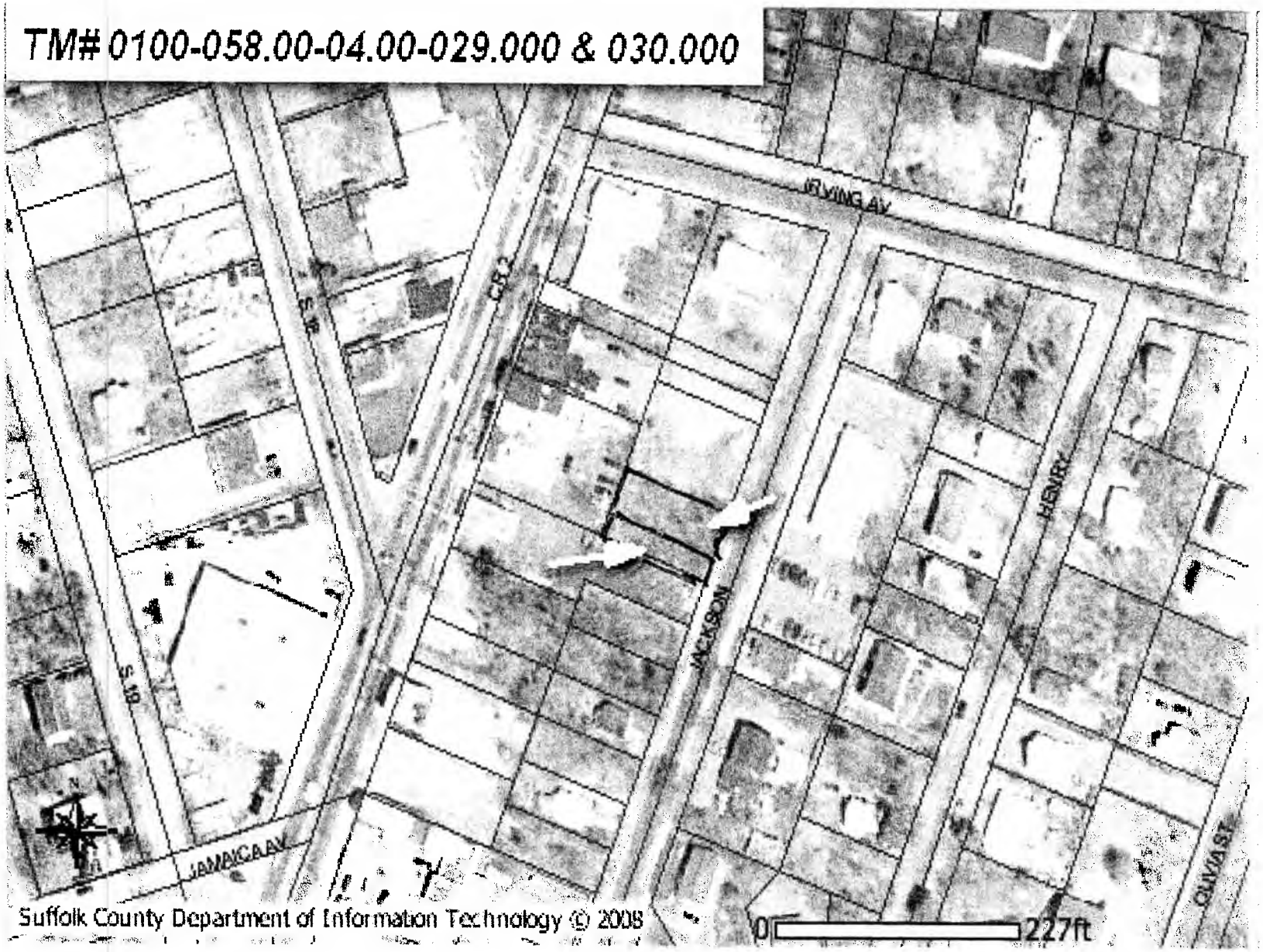
Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

1428



TM# 0100-058.00-04.00-029.000 & 030.000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IRVING AV
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JACKSON
HENRY
JAMAICA AV
OLIVIA ST
Suffolk County Department of Information Technology © 2008
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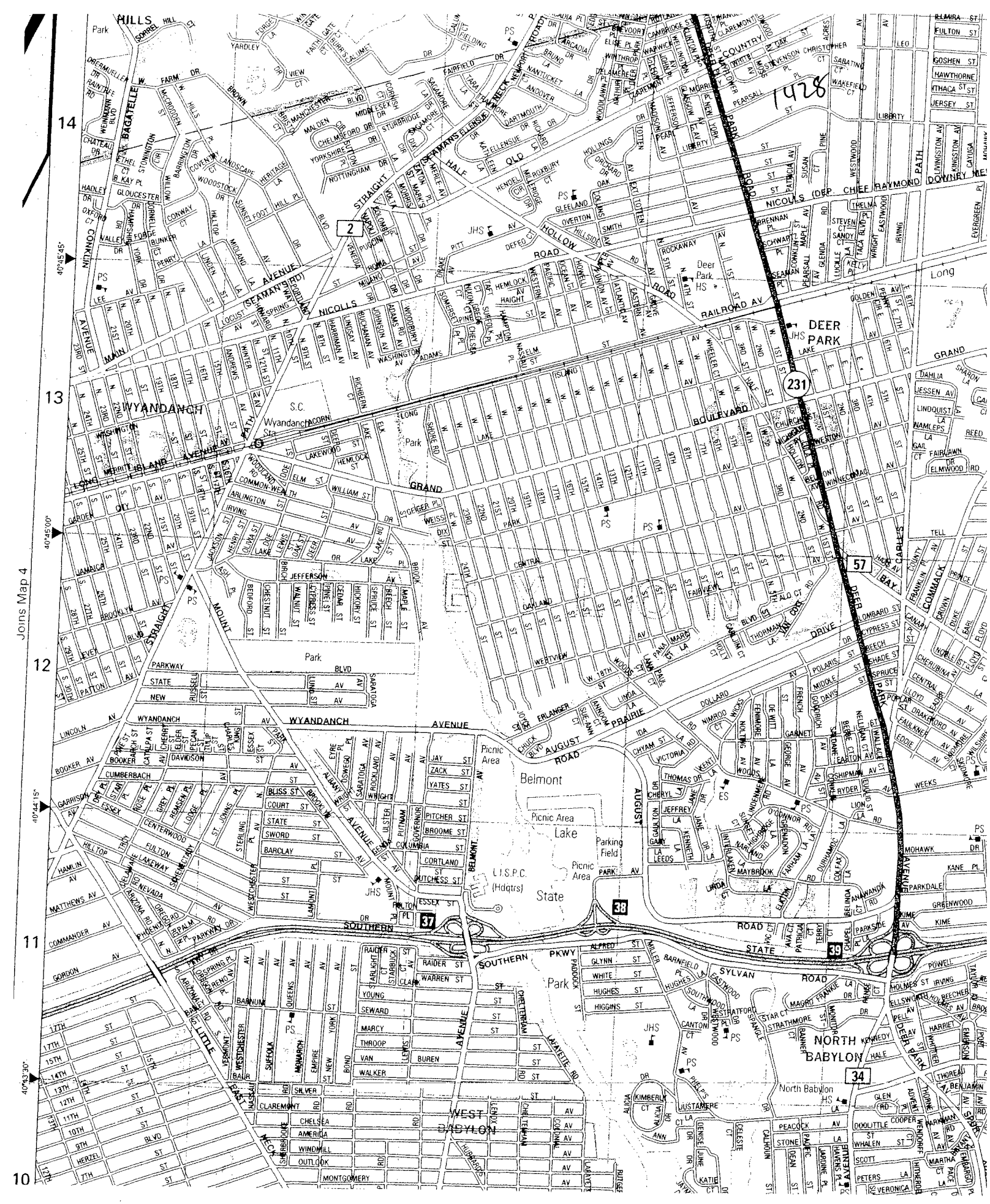
1428



-TM# 0100-058.00-04.00-029.000 & 030.000

1428

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 Babylon 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 | R J Bhatt | 4/22/09

COUNTY OF SUFFOLK

Gen A 6

APR 29 2009

1428

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 21, 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.: 0100-058.00-04.00-029.000
0100-058.00-04.00-030.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Babylon for Affordable Housing Purposes

Dear Mr. Zwirn:

Enclosed herewith are 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 Babylon for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Assistant Director of 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 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

1429

Intro. Res. No. - 2009 Laid on the Table 5/12/09

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 SKILLS UNLIMITED, INC.

WHEREAS, the Office of Mental Health has awarded $8,750 in additional 100% State aid funding for Skills Unlimited, Inc.; and

WHEREAS, these funds will be used by Skills Unlimited, Inc. to continue its Ongoing Integrated Employment Program; and

WHEREAS, this additional 100% State aid from the New York State Office of Mental Health 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 $8,750 in additional 100% State aid as follows:

REVENUES:
001-3493 Community Support Services +$8,750

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
AQA1	SKILLS-Special Employment	$52,254	+$8,750	$61,004

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a contract with Skills Unlimited, Inc; 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 #12-2009

STATEMENT OF FINANCIAL IMPACT 1429
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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 Skills Unlimited, Inc.

3. Purpose of Proposed Legislation
This legislation is needed to accept additional 100% State aid from the New York State Office of Mental Health to Skills Unlimited, Inc. for the continuance of its Ongoing Integrated Employment Program.

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 *Principal Financial Analyst*	Diane E. Weyer	4/17/09

SCIN FORM 175b (10/95)

1429

New York State
Office of Mental Health

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

1429

Attachment A

Funding Source Allocation Table

County Code: 52 **County Name: Suffolk** **Year: 2009**

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2009
Printed On: 3/16/2009

Funding Source	Code	Type	Total Per Previous Letter	Changes Since Previous Letter	Revised Total	Beds	Slots	Managers
Local Assistance	001A	General State Aid	$455,844	$0	$455,844			
Community Support Services	014	General State Aid	$4,453,164	$0	$4,453,164			
Direct Shlt Wrkshp	020	General State Aid	$652,084	$0	$652,084			
ICM	034A	Mental Hygiene Program Fund Account 339	$289,936	$0	$289,936		480	40
ICM C&Y	034B	Mental Hygiene Program Fund Account 339	$43,488	$0	$43,488		60	6
ICM Svce. Dollars	034C	Mental Hygiene Program Fund Account 339	$708,038	$0	$708,038			
ICM Svce. Dollar C&Y	034E	Mental Hygiene Program Fund Account 339	$136,164	$0	$136,164			
CPEP	036	General State Aid	$0	$0	$0			
Integrated Supp Emp	037	Mental Hygiene Program Fund Account 339	$61,004	$0	$61,004			
PROS	037P	Mental Hygiene Program Fund Account 339	$152,790	$797,411	$950,201			
Case Management	039B	Mental Hygiene Program Fund Account 339	$5,620	$0	$5,620			
MICA	039C	Mental Hygiene Program Fund Account 339	$72,586	$0	$72,586			
Therapeutic Nursery	039F	General State Aid	$22,620	$0	$22,620			
Adult Family Support	039G	Mental Hygiene Program Fund Account 339	$24,528	$0	$24,528			

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Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk Year: 2009

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2
Printed On: 3/16/2009

Funding Source	Code	Type	Total Per Previous Letter	Changes Since Previous Letter	Revised Total	Beds	Slots	Mi
Psych Rehab	039L	Mental Hygiene Program Fund Account 339	$102,980	$0	$102,980			
Clinical Infrastructure-Adult	039P	Mental Hygiene Program Fund Account 339	$38,328	$0	$38,328			
Innovative Reimb.	039Q	Mental Hygiene Program Fund Account 339	$217,106	$0	$217,106			
CMHS Block Grant Adult	041	Federal Funds	$983,130	$0	$983,130			
CMHS Block Grant C&F	044	Federal Funds	$604,858	$0	$604,858			
Clinical Infrastructure-C&F	046A	General State Aid	$11,928	$0	$11,928			
Emergency Services C&F	046G	General State Aid	$37,924	$0	$37,924			
School Based Services Initiative	046K	General State Aid	$0	$0	$0			
Community Support Programs-C&F	046L	General State Aid	$199,080	$0	$199,080			
Child & Family Clinic Plus	046N	Mental Hygiene Program Fund Account 339	$0	$0	$0			
School Support Services	046S	General State Aid	$405,056	$0	$405,056			
PATH	048A	Federal Funds	$273,953	$0	$273,953			
2000 bed Capital Plan	072F	Mental Hygiene Program Fund Account 339	$359,312	$0	$359,312			
Family Based Treatmt	074	Mental Hygiene Program Fund Account 339	$0	$0	$0	25		
Supported Housing	078	Mental Hygiene Program Fund Account 339	$479,020	$0	$479,020			
Supportive Case Mgt	104	Mental Hygiene Program Fund Account 339	$1,740,096	$0	$1,740,096		2,082	
SCM Svce. Dollar	104A	Mental Hygiene Program Fund Account 339	$490,176	$0	$490,176			

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Attachment A

Funding Source Allocation Table

County Code: 52 County Name: Suffolk Year: 2009

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2009
Printed On: 3/16/2009

Funding Source	Code	Type	Total Per Previous Letter	Changes Since Previous Letter	Revised Total	Beds	Slots	Managers
ACT - MNGRS	105	Mental Hygiene Program Fund Account 339	$292,984	$0	$292,984			
ACT - SRVC DOLL	105A	Mental Hygiene Program Fund Account 339	$125,312	$0	$125,312			
State Operated ACT	106	Mental Hygiene Program Fund Account 339	$22,356	$0	$22,356			
CSP Miscellaneous	122	Mental Hygiene Program Fund Account 339	$27,238	$0	$27,238			
Prior Year Liability	122P	Mental Hygiene Program Fund Account 339	$0	$0	$0			
HCRA C&F Family Support Services	140J	General State Aid	$0	$0	$0			
HCRA ADULT CM OTHER	140Y	Mental Hygiene Program Fund Account 339	$155,096	$0	$155,096			
Suicide Prevention	164	Mental Hygiene Program Fund Account 339	$0	$0	$0			
AOT ICM Kendra's Law	170A	Mental Hygiene Program Fund Account 339	$36,244	$0	$36,244		72	5
Trans. Mgmt. Kendra's	170B	Mental Hygiene Program Fund Account 339	$205,728	$0	$205,728			3.6
MGP Admin Kendra's	170C	Mental Hygiene Program Fund Account 339	$52,600	$0	$52,600			
Kendra's AOT ACT	170F	Mental Hygiene Program Fund Account 339	$212,064	$0	$212,064			

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Attachment A

Funding Source Allocation Table

County Code: 52 County Name: Suffolk Year: 2009

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2009
Printed On: 3/16/2009

Funding Source	Code	Type	Total Per Previous Letter	Changes Since Previous Letter	Revised Total	Beds	Slots	Managers
Kendra's AOT Other	170K	Mental Hygiene Program Fund Account 339	$82,164	$0	$82,164			
Kendra's AOT ICM Service Dollars	170L	Mental Hygiene Program Fund Account 339	$68,080	$0	$68,080			
Service Dollars AOT SCM Kendra's	170M	Mental Hygiene Program Fund Account 339	$26	$0	$26			
AOT ACT Service Dollars - Kendra	170N	Mental Hygiene Program Fund Account 339	$64,724	$0	$64,724			
Com. Reinvestment	200	Mental Hygiene Program Fund Account 339	$2,733,846	$0	$2,733,846			
Homeless/MICA	300	Mental Hygiene Program Fund Account 339	$726,776	$0	$726,776			
Commissioner's Perf.	400	Mental Hygiene Program Fund Account 339	$605,702	$0	$605,702			
COLA for Federal PATH	503A	Mental Hygiene Program Fund Account 339	$33,216	$0	$33,216			
Adult Home Managers	550	Mental Hygiene Program Fund Account 339	$310,400	$0	$310,400		480	16
Adult Home Service Dollars	550A	Mental Hygiene Program Fund Account 339	$108,928	$0	$108,928			
Funding Reduction	965	Mental Hygiene Program Fund Account 339	$0	$0	$0			
Grand Total			**$18,884,297**	**$797,411**	**$19,681,708**			

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Attachment A

Funding Source Allocation Table

County Code: 52 **County Name: Suffolk** **Year: 2009**

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2009
Printed On: 3/16/2009

Funding Source	Code	Remarks

Remarks :-

001A **Addition of $316,456 due to return of funding to State aid from DSH effective 7/1/08. We have been notified by the NYS Department of Health that Brookhaven Memorial Hospital Center has no room under its DSH cap to receive DSH funding. This funding is distributed to the following program codes in the following amounts; PC 2100, $316,456. The local fiscal year impact of this change is an increase of $158,228. The annualized value impact of this change is $316,456. As this is a return of State aid to the Local Assistance funding code, it is expected that the LGU will begin to provide it's local match as was done prior to DSH conversion.**

020 Reduction associated with the implementation of the 2% savings initiative approved by OMH which was included in the 2008-2009 enacted budget effective July 1, 2008. The local fiscal year impact is -$108,652, full annual -$217,304.

034C Reduction of $24 in order to align with model.
Addition of 4 State Operated ICM's effective 07/01/09. (Funded with 122 funds for 7/08-6/09)

037 Reflects alignment of base funding for LFY09. LFY and full annual change is a decrease of $18,728. Agency, slots and funding are as follows: Skills Unlimited, 31 OISE slots/9 VESID rehabs, $61,004 State Aid supplemented iwth $38,916 CSP Medicaid FREE has not reported for any quarters, but funding levels will be adjusted once data for this provider is available.

037P Represents implementation of the PROS Supplemental Employment Funding initiative. Amount determined by and to be used in accordance with the PROS Supplemental Employment Funding guidelines. Per CAIRS enrollment data, provider/# served/CY09 amount/Jan - Mar 09 amount: Clubhouse of Suffolk-Rokonkoma/212/$93,280/$23,320, Clubhouse of Suffolk-Synergy/90/$39,600/$9,900, Family Service League-Stepping Stone/98/$43,120/$10,780, Family Service League-Journey House/90/$39,600/$9,900, Federation o Organizations-Babylon/71/$31,240/$7,810, Federation of Organizations-Patchogue/87/$38,280/$9,570, FEGS/218/$95,920/$23,980, HALI/120/$52,800/$13,200, Maryhaven-East/120/$52,800/$13,200, Maryhaven-West/49/$21,560/$5,390, Pederson-Krag-East/189/$83,160/$20,790, Pederson-Krag-North/45/$19,800/$4,950. April - December funds to be added to State Aid Letter as they are made available to the OMH.
Addition of $641,621 residual State Aid for the following agencies/numbers served/amount: Clubhouse-Ronkonkoma/212/$98,387, Clubhouse-Synergy/90/$41,768, Family Service League-Stepping Stones/98/$45,481, Family Service League-Journey House/90/$41,768, Federation of Orgs-Babylon/71/$32,950, Federation of Orgs-Patchogue/87/$40,376, FEGS/218/$101,172, HALI/120/$55,691, Maryhaven-East/120/$55,691, Maryhaven-West/49/$22,740, Pedersen-Krag East/189/$87,713, Pedersen-Krag North/45/$20,884. There is no annualized value for this addition as the value will be reevaluated yearly based on number served.
Continuation of PROS vocational funding as per note in January 2009 State Aid letter. 1253781

039B Effective 1/1/09, realignment of CMHS Block Grant funds to Mental Hygiene Program funds. LFY & FAV of realignment is $4,248.
Increase of $28 which represents half of the 2% reduction associated with the implementation of the 2% savings initiative approved by OMH which was included in the 2008-2009 enacted budget effective July 1, 2008. The full annual year impact is $28.00

039F The allocation funds a Therapeutic Nurseries program.

039P The allocation funds an Adult Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-Adult funds (FC 041). Net deficit funding was replaced with CSP Medicaid funds.

1429

Funding Source	Code	Remarks
	039Q	This payment includes the 3.2% COLA effective April 1, 2008. The local fiscal year value of this increase is $ and the full annual value of this increase is $.
	041	The allocation includes funding for an Adult Clinical Infrastructure program ($359,578), and a Mentally Ill Chemical Abuser program ($623,552). These funds are complemented wit Mental Hygiene Program Funds for Adult Clinical Infrastructure (FC 039P) and MICA (FC 039C). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers. CMHS block grant funding for the Case Management program and the Kendra's program is discontinued effective January 1, 2009. Funding for these programs will be included in the Mental Hygiene Program Fund accounts which have been adjusted to include the former allocation of CMHS block grant funds.
	044	The allocation includes funding for a C&F Clinical Infrastructure program ($122,500), C&F Community Support Programs ($176,400 for Family Support Services), C&F Emergency Services ($225,000 for Homebased Crisis Intervention), and School Support programs at the Huntington Intermediate School and the Woodhull Intermediate School in Huntington, NY ($80,958). These funds are complemented with General Funds for the C&F Clinical Infrastructure program (FC 046A), C&F Community Support Programs (FC 046L), C&F Emergency Services (FC 046G), and School Support programs (FC 046S). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers
	046A	The allocation funds a C&F Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-C&F funds (FC 044). Net deficit funding was replaced with CSP Medicaid funds.
	046G	The allocation funds a Home Based Crisis Intervention program.and is complemented with Federal CMHS Block Grant-C&F funds (FC 044). Net deficit funding was replaced with CSP Medicaid funds for this program.
	046L	The allocation funds a C&F Family Support Services program. This allocation is complemented with Federal CMHS Block Grant-C&F funds (FC 044). Net deficit funding was replaced with CSP Medicaid funds. The allocation of C&F Family Support Services funds that were previously made under FC 140J are included under the C&F Community Support Programs (FC 046L) effective January 1, 2009.
	046S	The allocation includes $36,224 for the School Support programs at the Huntington Intermediate School and Woodhull Intermediate School in Huntington, NY. This allocation is complemented with Federal CMHS Block Grant-C&F funds (FC 044). The allocation also includes $368,832 for the School Support programs at the Riverhead Middle School and the Riverhead Alternative School in Riverhead, NY that was previously funded with School Based Services Initiative funds (FC 046K). Some of these funds may be used to support the School Support programs at the Woodhull and Huntington Intermediate Schools, and the J. Taylor Finley Middle School.
	048A	PATH Funding for the Federation of Organizations ($161,953) and HALI ($112,000) as a service match for S+C. Federal PATH Grant funds are covered under CFDA Number 93.150 Counties and subcontract agencies are referred to OMH's Federal Funds Guidelines for important information about Federal certification, audit reporting, monitoring, and restrictions and prohibitions on expenditures.

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Attachment A

Funding Source Allocation Table

County Code: 52 **County Name: Suffolk** **Year: 2009**

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2009
Printed On: 3/16/2009

Funding Source	Code	Remarks
	072F	This payment represents the January quarter value of the 3.2% COLA effective April 1, 2008. The local fiscal year value of this increase is $8,409 and the full annual value of this increase is $11,212.
	104A	Decrease of $13 to offset payment under 170M. Correct previous transaction. To correct last transaction.
	170F	Effective 1/1/09, realignment of CMHS Block Grant funds to Mental Hygiene Program funds. LFY & FAV of realignment is $198,504.
	170N	Effective 1/1/09, realignment of CMHS Block Grant funds to Mental Hygiene Program funds. LFY & FAV of realignment is $58,000.
	503A	General fund COLA component to PATH grants.
	550	Reduction of $68.00 in order to align with model.
	550A	Reduction of $32.00 in order to align with model.

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Attachment A

Funding Source Allocation Table

County Code: 52 County Name: Suffolk Year: 2009

NYS Office of Mental Health
Aid to Localities Financial Systems

Authorized On: 03/13/2009
Printed On: 3/16/2009

Medicaid CAPS

Funding Source	Code	Type	Gross	Medicaid Income
ICM	034A	Mental Hygiene Program Fund Account 339	$3,004,880	$2,714,944
ICM C&Y	034B	Mental Hygiene Program Fund Account 339	$450,732	$407,242
Supportive Case Mgt	104	Mental Hygiene Program Fund Account 339	$5,408,784	$3,668,688
ACT - MNGRS	105	Mental Hygiene Program Fund Account 339	$3,264,693	$2,971,709
AOT ICM Kendra's Law	170A	Mental Hygiene Program Fund Account 339	$375,610	$339,368
Kendra's AOT ACT	170F	Mental Hygiene Program Fund Account 339	$2,352,581	$2,140,517
Adult Home Managers	550	Mental Hygiene Program Fund Account 339	$1,512,352	$1,201,952

COUNTY OF SUFFOLK

1429

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

HUMAYUN J. CHAUDHRY, D.O., M.S.
Commissioner

MEMORANDUM

To: Humayun J. Chaudhry, D.O., M.S.
Commissioner, Department of Health Services

From: Thomas O. MacGilvray, L.C.S.W., C.A.S.A.C.
Director, Division of Community Mental Hygiene Services

Date: April 13, 2009

Subject: **REQUEST FOR LEGISLATIVE RESOLUTION**

The Office of Mental Health has allocated additional funding to Skills Unlimited for it Ongoing Integrated Employment program in the amount of $8,750. This additional 100% state aid funding is not included in the 2009 Suffolk County Operating Budget.

Attached please find drafts of the introductory resolution, fiscal impact statement and routing slip as well as the most recent Office of Mental Health State Aid letter dated March 13, 2009. Please note that the additional funding is located in fund code 37 and is noted on page five (5) of the state aid letter.

TOM:ADT
Attachments (4)
Cc:

Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Bldg. C928, 725 Veterans Memorial Highway,PO Box 6100 Hauppauge, NY 11788
(631) 853-8500 Fax (631) 853-3117

Gen Fd

COUNTY OF SUFFOLK

APR 2 9 2009

1429

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

HUMAYUN J. CHAUDHRY, D.O., M.S.
Commissioner

April 21, 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 Skills Unlimited, Inc. This resolution is needed to accept additional 100% State aid for Skills Unlimited, Inc. to continue its Ongoing Integrated Employment Program.

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-MH Skills Unlimited.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

1430

Intro. Res. No. - 2009 Laid on the Table 5/12/09

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 ALCOHOLISM AND SUBSTANCE ABUSE SERVICES TO LONG ISLAND GAY AND LESBIAN YOUTH, INC. FOR THE PURCHASE OF SURVEILLANCE EQUIPMENT

WHEREAS, the approved New York State Budget for Fiscal Year 2009 includes funding in Aid to Localities to support the provision of chemical dependence, prevention, gambling prevention and treatment programs; and

WHEREAS, the Long Island Gay and Lesbian Youth, Inc. (LIGALY) receives funding for the provision of educational services for specialized chemical dependence related support; and

WHEREAS, Long Island Gay and Lesbian Youth, Inc. was vandalized a few months ago, which resulted in significant damage to their facility; and

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) will provide a one-time allocation of $8,300 in additional 100% State aid to LIGALY for the purchase and installation of inside and outside surveillance equipment; and

WHEREAS, this additional 100% State aid from NYS OASAS 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 $8,300 in additional 100% State aid as follows:

REVENUES:

001-HSV 3486 State Aid: Narcotics Addiction Control $8,300

ORGANIZATIONS

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4310-4980

XORG	OBJECT NAME	2009 Modified Adopted Budget	Increase/ Decrease	2009 Modified Adopted Budget
JGD1	Long Island Gay & Lesbian Youth	$50,000	+$8,300	$58,300

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a contract with Long Island Gay and Lesbian Youth, Inc.; 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 #13-2009

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1430

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 Alcoholism and Substance Abuse Services to Long Island Gay and Lesbian Youth, Inc. for the purchase of surveillance equipment.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% additional State aid in the amount of $8,300 from New York State Office of Alcoholism and Substance Abuse Services to Long Island Gay and Lesbian Youth, Inc. for the purchase and installation of surveillance equipment.

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:
None

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Not applicable

8. Proposed Source of Funding
100% State aid from New York State Office of Alcoholism and Substance Abuse Services

9. Timing of Impact
Immediate upon approval of the resolution and execution of a contract with Long Island Gay and Lesbian Youth, Inc.

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Diane E. Weyer ***Principal Financial Analyst***	Diane E Weyer	4/17/09

SCIN FORM 175b (10/95)

OASAS NEW YORK STATE
OFFICE OF ALCOHOLISM & SUBSTANCE ABUSE SERVICES
Improving Lives. *Addiction Services for Prevention, Treatment, Recovery*

GOVERNOR
David A. Paterson

COMMISSIONER
Karen M. Carpenter-Palumbo

1430

RECEIVED
APR 15 2009
COMMUNITY MENTAL HYGIENE DIVISION

April 10, 2009

Mary Howe
Chief Financial Analyst
Suffolk County Department of Health
Division of Community mental Hygiene Services
North County Complex C928
PO Box 6100
Hauppauge, NY 11788

Dear Ms. Howe:

This letter will confirm the 2009 calendar year one-time allocation of $8,300 in state aid for Long Island Gay and Lesbian Youth, Inc. for the purchase and installation of inside and outside surveillance equipment. As you may know, the agency was vandalized a few months ago which resulted in significant damage to the facility. We are hopeful that the surveillance equipment will serve to deter future incidents of vandalism.

Please contact the NYS OASAS Long Island Field Office if you have any questions.

Sincerely,

Lisa Lite-Rottmann

Lisa Lite-Rottmann
Regional Director

Cc: Evelyn Zamir
Thomas MacGilvray
Jaci Best

COUNTY OF SUFFOLK

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1430

DEPARTMENT OF HEALTH SERVICES

HUMAYUN J. CHAUDHRY, D.O., M.S.
Commissioner

MEMORANDUM

To: **Humayun J. Chaudry, D.O., M.S.**
Commissioner, Department of Health Services

From: **Thomas O. MacGilvray, LCSW, CASAC**
Director, Division of Community Mental Hygiene Services

Date: **April 16, 2009**

Subject: **Request for Legislative Resolution to Accept and Appropriate Additional 100% State Aid for Long Island Lesbian and Gay Youth, Inc. (LIGALY) for the Purchase of Surveillance Equipment**

The approved New York State Budget for Fiscal Year 2009 includes funding in Aid to Localities to support the provision of chemical dependence, prevention, gambling prevention and treatment services. The Long Island Gay and Lesbian Youth, Inc. (LIGALY) was vandalized a few months ago which resulted in significant damage to their facility. The New York State Office of Alcoholism and Substance Abuse Services will provide a one-time allocation of $8,300 in 100% State Aid to LIGALY for the purchase and installation of inside and outside surveillance equipment.

We have attached a draft copy of the fiscal impact statement, as well as the resolution to amend the 2009 Adopted Operating Budget to accept and appropriate $8,300 in additional state aid from NYS OASAS for LIGALY. We are also attaching a copy of a letter from Lisa Lite-Rottman, Regional Director, OASAS Long Island Field Office, confirming the 2009 calendar year one-time allocation of $8,300 in State Aid to Long Island Gay and Lesbian Youth, Inc.

Thank you.

TOM: mkh
Attachments

cc: M. Howe, L. Wright, S. Reagan, G. Terry, C. Cullity, P. Manos, D. Weyer

Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Bldg. C928, 725 Veterans Memorial Highway, PO Box 6100 Hauppauge, NY 11788
(631) 853-8500 Fax (631) 853-3117

Gen A 10

COUNTY OF SUFFOLK

APR 28 2009

1430

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

HUMAYUN J. CHAUDHRY, D.O., M.S.
Commissioner

April 21, 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 Alcoholism and Substance Abuse Services to Long Island Gay and Lesbian Youth, Inc. for the purchase of surveillance equipment. Long Island Gay and Lesbian Youth, Inc. (LIGALY) provides educational services for specialized chemical dependence related support. They were vandalized and sustained significant damage to their facility. This legislation is needed to accept and appropriate these one-time additional 100% State aid funds from NYS OASAS to LIGALY for the purchase and installation of surveillance equipment.

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-MH LIGALY Equipment.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

1431

Intro. Res. No. - 2009 Laid on the Table 5/12/09
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 RECONSTRUCTION OF CR 94, NUGENT DRIVE CULVERT (CAPITAL PROGRAM NUMBER 5371)

WHEREAS, the Commissioner of Public Works has requested funds for engineering and construction in connection with Reconstruction of Culverts; 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 C-4-13, an offsetting authorization must be provided from another capital project; and

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

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

1st **RESOLVED**, pursuant to the State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA"), Resolution No. 1168 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 thirty-three (33) 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 Reconstruction of Culverts, 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: 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	$2,500,000 B
TOTAL	$3,000,000	$3,000,000	$2,500,000

Project No.: 5371
Project Title: Reconstruction of Culverts

	Total Est'd Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$4,340,000	$ 0	$500,000 B
TOTAL	$4,775,000	$ 220,000	$720,000

and be it further

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

Project No.	J.C.	Project Title	Amount
525-CAP-5371.318 (Fund 001 – Debt Service)	50	Reconstruction of CR 94, Nugent Drive Culvert	$500,000

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1431

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 RECONSTRUCTION OF CR 94, NUGENT DRIVE CULVERT (CAPITAL PROGRAM NUMBER 5371)

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		April 20, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1431

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER $100	2010 FEV TAX RATE PER $1000
TOTAL	**$47,414**	**$0.09**		$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	**$47,414**	**$0.09**		$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
Reconstruction of Nugent Drive Culvert CP 5371.318
General Obligation Serial Bonds
Level Debt

1431

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

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2009					
11/1/2009					
5/1/2010	4.500%	$23,581.06	$23,833.33	$47,414.39	$47,414.39
			$11,354.65	$11,354.65	
5/1/2011	4.500%	$24,705.09	$11,354.65	$36,059.74	$47,414.39
			$10,765.85	$10,765.85	
5/1/2012	4.500%	$25,882.70	$10,765.85	$36,648.54	$47,414.39
			$10,148.98	$10,148.98	
5/1/2013	4.500%	$27,116.44	$10,148.98	$37,265.42	$47,414.39
			$9,502.70	$9,502.70	
5/1/2014	4.500%	$28,408.99	$9,502.70	$37,911.69	$47,414.39
			$8,825.62	$8,825.62	
5/1/2015	4.500%	$29,763.15	$8,825.62	$38,588.77	$47,414.39
			$8,116.26	$8,116.26	
4/30/2016	4.500%	$31,181.86	$8,116.26	$39,298.13	$47,414.39
			$7,373.10	$7,373.10	
5/1/2017	5.000%	$32,668.20	$7,373.10	$40,041.29	$47,414.39
			$6,594.50	$6,594.50	
5/1/2018	5.000%	$34,225.38	$6,594.50	$40,819.89	$47,414.39
			$5,778.80	$5,778.80	
5/1/2019	5.000%	$35,856.79	$5,778.80	$41,635.59	$47,414.39
			$4,924.21	$4,924.21	
4/30/2020	5.000%	$37,565.96	$4,924.21	$42,490.18	$47,414.39
			$4,028.89	$4,028.89	
5/1/2021	5.000%	$39,356.61	$4,028.89	$43,385.50	$47,414.39
			$3,090.89	$3,090.89	
5/1/2022	5.000%	$41,232.61	$3,090.89	$44,323.50	$47,414.39
			$2,108.18	$2,108.18	
5/1/2023	5.000%	$43,198.03	$2,108.18	$45,306.21	$47,414.39
			$1,078.63	$1,078.63	
4/30/2024	5.000%	$45,257.13	$1,078.63	$46,335.76	$47,414.39
		$500,000.00	$211,215.87	$711,215.87	$711,215.87

1431

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, Deputy County Executive

FROM: Thomas LaGuardia, P.E., Chief Deputy Commissioner

DATE: April 23, 2009

RE: **AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF CR 94, NUGENT DRIVE CULVERTS (CAPITAL PROGRAM NUMBER 5371)**

Attached are a draft resolution and duplicate copy to appropriate the sum of $500,000 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 intend to utilize $500,000 from CP 5560 construction. This funding is available due to us attaining Federal aid for that project.

The initial project for CR 94, Nugent Drive Culvert, was previously let under a new type of strengthening process termed Fiber Reinforced Polymer Structural Reinforcement. Pre-bid the Certified Licensed installer quoted us a price to complete the procedure on the culvert. The Certified installer doubled his price to the General Contractors during the letting which placed the cost of the project well above the funds available in the Capital Program. We could not award the project and decided it would be more cost effective to remove and replace the Structural Deck and bring the structure to a higher load capacity. Due to the amount of time past from the initial letting, the design changes proposed, and the additional scope included in the current project, additional construction funding is required.

Resolution No. 1168 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 5371.doc".

TL:WH:sk
attach.
cc Chris Kent, 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

Intro. Res. No. 1432-09

Laid on Table 5/12/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. 2009, AUTHORIZING THE INCLUSION OF NEW PARCELS INTO EXISTING AGRICULTURAL DISTRICTS IN THE COUNTY OF SUFFOLK

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law allows for the annual inclusion of land, which is predominately viable agricultural land, in existing certified agricultural districts; and

WHEREAS, the Department of Planning staff has evaluated the use of the proposed parcels and has determined that the parcels are predominately viable agricultural land; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board has met and made recommendations relative to these parcels; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board has voted to allow the attached parcels to join existing certified agricultural districts; and

WHEREAS, thirteen (13) parcels totaling one hundred forty and six-tenths (140.6) acres in the Towns of Brookhaven, Riverhead, Southampton, and Southold have requested inclusion in existing certified agricultural districts (Exhibit "A"); now, therefore, be it

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the new parcels identified by Exhibit "A" into existing certified agricultural districts as recommended by the Suffolk County Agricultural and Farmland Protection Board; and, be it further

2nd **RESOLVED,** that the petition for the inclusion of new parcels of viable agricultural land in existing certified agricultural districts is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review of the petition as required by Section 303(b)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and, be it further

3rd **RESOLVED,** that the Clerk of the Suffolk County Legislature is hereby directed to submit said petition including this resolution, the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an agricultural district to the Commissioner of the New York State Department of Agriculture and Markets; and, be it further

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on

Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1432

Exhibit A

Parcels for Inclusion in Existing Agricultural Districts as Recommended by the Suffolk County Agricultural and Farmland Protection Board

Tax Map Number	Name	Acres	Agricultural District Number
0200 49500 0500 005000	JAA Development, LLC	4.1	3
0200 49500 0500 006001	Diamond A Ranch, LLC	23.0	3
0200 61300 0100 010000	Yaphank Holding Corp.	4.8	3
0200 61300 0100 011000	Liere Holding Corp.	10.4	3
0200 98110 0200 026005	Brayshaw, Ellen Zito	8.4	3
0600 04700 0100 003006	Blangiardo, Frank J.	2.3	7
0600 04700 0100 003007	Blangiardo, Frank J.	37.7	7
0600 04700 0200 005004	Diliberto, Salvatore A.	1.9	7
0600 04700 0200 005005	Diliberto, Maryann	2.0	7
0900 05100 0200 003021	Stachecki, Lori and Walter	11.5	5
0900 05200 0200 042050	Stachecki, Lori and Walter	6.4	5
1000 11300 1300 001004	N&J Management, LLC	17.0	1
1000 12500 0100 006004	N&J Management, LLC	11.1	1
	Total Acreage	**140.6**	

Report of the Suffolk County Agricultural and Farmland Protection Board Regarding the 2009 Annual Agricultural District Open Enrollment Period

New York State Agricultural Districts are established in Suffolk County pursuant to Article 25AA of the New York State Agriculture and Markets Law. This Law is the authority for the creation and continuation of agricultural districts in New York State and is amended each year, as necessary, to clarify sections of the law in order to foster continuation of farming in the state.

In 2003 the Agricultural Districts Law was amended and a new section (303-b) was added to establish an annual 30-day period during which a farmer can submit proposals to include viable land within a certified agricultural district. The procedure for adding new parcels is similar to the procedure for renewal of an agricultural district at its eight-year renewal. The Suffolk County Legislature designated the month of January as the 30-day annual open enrollment period (OEP).

During the September 23, 2008 meeting of the Suffolk County Farmland Committee (SCFC), the 2009 OEP was announced. At both the November 25, 2008 and January 27, 2009 meetings of the SCFC, applications for the 2009 OEP were available. In December of 2008, a public notice was placed in Suffolk County's official papers as notification for the 2009 OEP and posted in the Suffolk County Department of Planning's office. On January 8th and 9th, applications for the 2009 OEP were available at the Long Island Agricultural Forum held at the Eastern Campus of Suffolk Community College. (Section 303-b does not require public notice of the annual open enrollment period.)

During the 2009 OEP, ten farms encompassing 34 parcels requested inclusion in existing agricultural districts. The Suffolk County Agricultural and Farmland Protection Board (AFPB) met on April 16, 2009 to discuss the parcels presented for inclusion. The AFPB reviewed and voted on all of the farms seeking to join existing agricultural districts during the 2009 OEP. All or part of seven of the farms were accepted, consisting of 13 approved parcels. Three farms were denied.

Appendix A contains a list of 13 parcels totaling 140.6 acres approved by the AFPB for inclusion into existing agricultural districts. This includes 50.7 acres in the Town of Brookhaven, 43.9 acres in the Town of Riverhead, 17.9 acres in the Town of Southampton, and 28.1 acres in the Town of Southold. There were 21 parcels that were not approved, totaling 176.4 acres. The 21 parcels were disapproved because they are not currently being farmed.

The farms that were approved contain various types of agricultural production. Principal farm enterprise is lead by horticultural specialty production with 61.2% of the acreage, followed by horse farms (25.2%), grain production (10.8%), and vineyards (2.8%).

There are many benefits for the inclusion of these parcels in existing agricultural districts. As a matter of policy, the inclusion of new parcels in existing agricultural districts encourages the continuation of viable farming operations within Suffolk County. Agricultural District status limits the exercise of eminent domain on agricultural district parcels and also limits burdensome benefit assessments, special ad valorem levies, or other rates or fees in certain improvement districts or benefit areas for which the farmers would be assessed. Perhaps the most important reason for farms being in an agricultural district is the protection it gives viable farms from nuisance complaints and unduly restrictive local laws. If neighbors are complaining about a farm in the agricultural district the New York State will back up the farm as long as what they are doing is considered normal agricultural practices.

Report of the Suffolk County Agricultural and Farmland Protection Board Regarding the 2009 Annual Agricultural District Open Enrollment Period

The Suffolk County Agricultural and Farmland Protection Board respectfully submits seven farms consisting of 13 parcels, as identified in Appendix A, for inclusion in the 2009 Open Enrollment Period.

1432

Exhibit A

Parcels for Inclusion in Existing Agricultural Districts as Recommended by the Suffolk County Agricultural and Farmland Protection Board

Tax Map Number	Name	Acres	Agricultural District Number
0200 49500 0500 005000	JAA Development, LLC	4.1	3
0200 49500 0500 006001	Diamond A Ranch, LLC	23.0	3
0200 61300 0100 010000	Yaphank Holding Corp.	4.8	3
0200 61300 0100 011000	Liere Holding Corp.	10.4	3
0200 98110 0200 026005	Brayshaw, Ellen Zito	8.4	3
0600 04700 0100 003006	Blangiardo, Frank J.	2.3	7
0600 04700 0100 003007	Blangiardo, Frank J.	37.7	7
0600 04700 0200 005004	Diliberto, Salvatore A.	1.9	7
0600 04700 0200 005005	Diliberto, Maryann	2.0	7
0900 05100 0200 003021	Stachecki, Lori and Walter	11.5	5
0900 05200 0200 042050	Stachecki, Lori and Walter	6.4	5
1000 11300 1300 001004	N&J Management, LLC	17.0	1
1000 12500 0100 006004	N&J Management, LLC	11.1	1
	Total Acreage	**140.6**	

Gen. Aff.

COUNTY OF SUFFOLK

1432

APR 27 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PLANNING

THOMAS A. ISLES, AICP
DIRECTOR OF PLANNING

April 24, 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 the inclusion of 13 parcels representing 140.6 acres of farmland into the county's existing agricultural districts. This inclusion of new parcels is being done in accordance with the provisions of Section 303-b of the New York State Agriculture and Markets Law, Article 25-AA, which requires an annual opportunity for property owners to enter into existing agricultural districts. These parcels have all been approved by the Agricultural and Farmland Protection Board.

Agricultural districts encourage the continuation of farming by providing the "right to farm" protections and property tax benefits.

Please contact me if you require any additional information.

Sincerely,

Thomas A. Isles
Director of Planning

cc: Christopher E. Kent, Chief Deputy County Executive
Carrie Meek Gallagher, Commissioner, Department of Environment & Energy
Jessica L. Kalmbacher, Planner, Department of Planning
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

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1432

1. Type of Legislation

   Resolution ___X____ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

   AUTHORIZING THE INCLUSION OF NEW PARCELS INTO EXISTING AGRICULTURAL DISTRICTS IN THE COUNTY OF SUFFOLK

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	April 23, 2009

SCIN FORM 175b (10/95)

Intro Res. No. 1433-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, APPROVING MAPS AND AUTHORIZING THE ACQUISITION OF LANDS TOGETHER WITH FINDINGS AND DETERMINATIONS PURSUANT TO SECTION 204 OF THE EMINENT DOMAIN PROCEDURE LAW, IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR INTERSECTION IMPROVEMENTS ON C.R. 67, MOTOR PARKWAY AT ADAMS AVENUE, TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK (C.P. 3301)

WHEREAS, the Department of Public Works of the County of Suffolk has prepared maps entitled "MAPS SHOWING PROPERTIES TO BE ACQUIRED FOR INTERSECTON IMPROVEMENTS ON C.R. 67 MOTOR PARKWAY AT ADAMS AVENUE, TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK"; and

WHEREAS, on July 2, 2001, the County of Suffolk as Lead Agency, issued a SEQRA determination of non-significance for the project in Adopted Resolution No. 592-2001 and SEQRA is complete; and

WHEREAS, pursuant to Adopted Resolution Numbers 1171-2002 and 127-2006, the Department of Public Works was directed to hold public hearings; and

WHEREAS, notice of said hearing was duly published in Newsday, a daily newspaper of general circulation in the locality under consideration; and in the South Shore Press and the Smithtown News, said newspapers being the current official County newspapers of the County of Suffolk; and the Smithtown Messenger, the official town newspaper situated in the locality where the public project is located; and

WHEREAS, a public hearing was duly held on December 19, 2008 for the following purposes:

A. To inform the public
B. To review the public use to be served by the above-entitled project.
C. To determine the impact upon the environment and upon residents of the locality of the project.
D. To review possible alternative locations.
E. To authorize the acquisition of said properties for the public purpose as set forth in the title herein; and

WHEREAS, all persons in attendance desiring to be heard on the project were given an opportunity to be heard and to present written statements; and

WHEREAS, Determinations and Findings pursuant to Section 204 of the New York State Eminent Domain Procedure Law were duly made and filed in the Office of the Clerk of the Suffolk County Legislature on January 30, 2009, pursuant to Adopted Resolution Numbers 1171-2002 and 127-2006; and

WHEREAS, a brief synopsis thereof was duly published in two successive issues in the Smithtown News and the Smithtown Messenger, said newspapers at the time of publication being the current official County newspapers of the County of Suffolk; and the Smithtown Messenger, which, at the time of publication was the current official town newspaper situated in the locality where the public project is located, together with the publication thereof in five successive issues of Newsday, a daily newspaper of general circulation; and

WHEREAS, the maps of this project were duly filed with the Clerk of the Suffolk County Legislature on January 30, 2009, to Adopted Resolution Numbers 1171-2002 and 127-2006; now therefore, be it

1st **RESOLVED** that the Findings and Determinations heretofore filed with the Clerk of the Suffolk County Legislature on January 30, 2009, and the recommendations contained therein be and the same are hereby adopted and approved; and be it further

2nd **RESOLVED**, that the maps entitled "MAPS SHOWING PROPERTIES TO BE ACQUIRED FOR INTERSECTON IMPROVEMENTS ON C.R. 67 MOTOR PARKWAY AT ADAMS AVENUE, TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK", being the maps heretofore filed with the Clerk of the Suffolk County Legislature on January 30, 2009, pursuant to Adopted Resolution Numbers 1171-2002 and 127-2006; and be it further

3rd **RESOLVED**, that the Suffolk County Department of Public Works be and hereby is authorized to proceed pursuant to its Rules, Regulations, and Procedures, and Article 3 of the New York State Eminent Domain Procedure Law, to appraise the estates to be acquired and to make offers to the Condemnees by means of the "one offer" system as set forth in the Rules, Regulations, and Procedures of the Suffolk County Department of Public Works and Article 3 of the New York State Eminent Domain Procedure Law; and be it further

4th **RESOLVED**, that the Suffolk County Department of Public Works be and hereby is authorized to acquire the properties set forth in the aforesaid maps herein; said acquisition to be in the name of the County of Suffolk; and be it further

5th **RESOLVED**, that said acquisitions be in fee simple absolute or such lesser estate, if said lesser estate is so indicated on the maps heretofore adopted; and be it further

6th **RESOLVED**, that the Suffolk County Department of Public Works be and hereby is authorized and permitted to make the aforesaid acquisition of said lands from the Condemnees by negotiation, purchase, and conveyance; and in the event that the Suffolk County Department of Public Works is unable to acquire said property by negotiation, purchase and conveyance, it is hereby authorized, permitted, and directed to acquire said property pursuant to the Eminent Domain Procedure Law; and be it further

7th **RESOLVED**, that in all proceedings pursuant to Articles 4, 5, and 6 of the Eminent Domain Procedure Law, the County Attorney, his Deputies and Assistant County Attorneys be and they hereby are authorized to appear for and represent the County of Suffolk in all courts having jurisdiction thereof; and be it further

8th **RESOLVED**, that the County Attorney, his Deputies and Assistant County Attorneys be and they hereby are authorized and permitted to compromise, adjust, and settle any claims for compensation where said claims have been filed pursuant to Articles 5 and 6 of the Eminent

Domain Procedure Law; such settlements, compromises and adjustment to be made in open sessions of the court having jurisdiction thereof.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1433

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2009, APPROVING MAPS AND AUTHORIZING THE ACQUISITION OF LANDS TOGETHER WITH FINDINGS AND DETERMINATIONS PURSUANT TO SECTION 204 OF THE EMINENT DOMAIN PROCEDURE LAW, IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR INTERSECTION IMPROVEMENTS ON C.R. 67, MOTOR PARKWAY AT ADAMS AVENUE, TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK (C.P. 3301)

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 4 is "yes", Provide Detailed Explanation of Impact

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

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

SEE ATTACHED DEBT SCHEDULE.

8. Proposed Source of Funding

SERIAL BONDS.

9. Timing of Impact 2009

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
CARMINE CHIUSANO PRINCIPAL FINANCIAL ANALYST		

SCIN FORM 175b (10/95)

COUNTY OF SUFFOLK

APR 2 4 2009

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1433

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: for Gilbert Anderson, P.E., Commissioner

DATE: April 9, 2009

RE: **APPROVING MAPS AND AUTHORIZING THE ACQUISITION OF LANDS TOGETHER WITH FINDINGS AND DETERMINATIONS PURSUANT TO SECTION 204 OF THE EMINENT DOMAIN PROCEDURE LAW, IN CONNECTION WITH THE ACQUISITION OF PROPERTIES FOR INTERSECTION IMPROVEMENTS ON C.R. 67, MOTOR PARKWAY AT ADAMS AVENUE, TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK (C.P. 3301)**

Attached is a draft resolution and one duplicate copy approving the Findings & Maps and authorizing the County to condemn properties situated in the Town of Smithtown, Suffolk County, New York. Also attached are SCIN Forms 175a and 175b.

The purpose of this resolution is to approve the Hearing Officer's Findings and authorize the acquisition of land for this DPW project.

Approval of this resolution is required by the New York State Eminent Domain Procedure Law before the Condemnation may proceed.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CR 67 at Adams – CP 3301".

Should you have any questions or require further information, please feel free to contact Geoff Mascaro, Property Management Administrator at (631) 852-5321.

GA:WH:gjm
Attach. (4)
cc Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst
William Hillman, P.E., Chief Engineer

1434

Intro. Res. No. -2009 Laid on Table 5/12/09
Introduced by Legislator Cooper

RESOLUTION NO. -2009, APPOINTING DONALD B. MCKAY AS A MEMBER OF THE SUFFOLK COUNTY VANDERBILT MUSEUM COMMISSION (TRUSTEE NO. 13)

WHEREAS, the term of office of Susan LeBow as a member of the Suffolk County Vanderbilt Museum Commission expired on December 28, 2008; now, therefore be it

1st **RESOLVED**, that **Donald B. McKay**, residing in Dix Hills, NY, is hereby appointed as a member of the Suffolk County Vanderbilt Museum Commission, as Trustee No. 13, for a term of office to expire December 28, 2012, said appointment having been made pursuant to the provisions of Section 184-7(A) of the SUFFOLK COUNTY CODE; and be it further

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

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND RESOLUTION NO. 266-1987 (SECTION 793-5 OF THE SUFFOLK COUNTY CODE)

1434

Donald B. McKay

Dix Hills, New York 11746

Education

Bethany College, West Virginia (B.A. Communications 1987)
Leadership Huntington (2000)
Certified Youth Sports Administrator

Employment

Director of Parks and Recreation (2006 – Present)
Town of Huntington

- Responsible for oversight of $6.6 million annual budget; full-time staff of 17 and part-time and summer seasonal staff of 450.
- Oversee operation of Dix Hills Park complex including outdoor pool, picnic area and indoor ice skating facility (now under construction for expansion).
- Responsible for assigning and scheduling 86 fields and facilities for an estimated 40 youth and adult sport organizations.
- Operate five summer camp programs, four playground programs and three pre-school summer programs.
- Oversee operations at eight beaches during summer months (managers, lifeguards, gate attendants).
- Oversee operation of Crab Meadow and Dix Hills golf courses.

Public Information Officer (2001 – 2006)
Town of Huntington

- Spokesman for Supervisor Frank P. Petrone and Town. Duties included researching, writing and distributing media advisories and press releases for Supervisor, Town Board members and departments. Also planned, organized and oversaw press conferences.
- Served as Supervisor's liaison to Town Board appointed advisory committees, community groups, fire departments, civic associations and social gatherings.
- Oversaw editorial content of Town website.
- Plan, coordinate and oversaw Town sponsored special events (9-11 memorials, inaugurations, dedications).

- Prepare remarks, speaking points and speeches for Supervisor and Town Board members.

Professional and organization memberships

National Recreation and Park Association

New York State Recreation and Parks Association

Long Island Sound Study - Citizens Advisory Committee

Huntington Audubon Society

The Nature Conservancy

Metropolitan Golf Association

Making Headway Foundation Inc.

Erika Josephson Golf Committee

Half Hollow Hills Little League

1435

Intro. Res. No. -2009 Laid on Table 05/12/2009
Introduced by Legislator Montano

RESOLUTION NO. -2009, AMENDING THE 2009 OPERATING BUDGET AND TRANSFERRING FUNDS TO NASSAU/SUFFOLK LAW SERVICES COMMITTEE, INC.

WHEREAS, the 2009 Operating Budget does not include sufficient funds for Nassau/Suffolk Law Services Committee, Inc.; and

WHEREAS, Nassau/Suffolk Law Services Committee is a not for profit agency that provides Suffolk residents with a valuable service; and

WHEREAS, the New York State Office of Mental Health has allocated 100% State Aid reimbursement funding for provision of a civil legal services program for mental health consumers and an agreement exists between the Suffolk County Department of Health Services and Nassau/Suffolk Law Services Committee, Inc. for said services; and

WHEREAS, it is the desire of the Suffolk County Legislature to restore these funds which are 100% State Aid Reimbursement received as pass-through funding for this specific service in accordance with the provisions of Agreement No. 001-4330-4980-00-00050; and

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

1ST RESOLVED, that the 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	ACT	OBJ	UNIT/ACTIVITY & OBJECT NAME	AMOUNT
001	DPW	8140	0000	2500	Other Equipment Not Otherwise	-$21,253

TO:

FD	AGY	UNIT	ACT	OBJ	UNIT/ACTIVITY & OBJECT NAME	AMOUNT
001	HSV	4330	HYO1	4980	Nassau-Suffolk Law Services	+$21,253

and be it further

2nd RESOLVED, that the moneys appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding Nassau/Suffolk Law Services Committee, Inc.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\montano budget amending.doc

1436

Intro. Res. No. -2009
Introduced by Legislator Viloria-Fisher

Laid on Table 5/12/2009

RESOLUTION NO. -2009, AMENDING THE 2009 OPERATING BUDGET TO REALLOCATE FUNDING WITHIN THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE HEALTHCARE WORKFORCE RETRAINING INITIATIVE, SPANISH LANGUAGE PROGRAM.

WHEREAS, the Suffolk County Department of Health Services was awarded a three year Healthcare Workforce Retraining Initiative Grant from New York State in 2006 to train healthcare workers in Basic Medical Spanish; and

WHEREAS, this program has successfully trained Suffolk County Department of Health Services employees and contractors, thereby contributing to the health of the residents of the county and the efficiency of Suffolk County's Health Centers; and

WHEREAS, demand for this program exceeds the current funding available for 2009; and

WHEREAS, the Department of Health Services has in its 2009 Operating Budget excess permanent salary appropriations in the Office of Minority Health;

1st **RESOLVED**, that the Suffolk County 2009 Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to reallocate $10,000 of funding as follows:

FROM:

Department of Health Services
Office of Minority Health
001-HSV-4005-1100

OBJECT NAME	2009 Adopted Budget	Increase/ Decrease	2009 Modified Budget
Permanent Salaries	$7,860,275	-$10,000	$7,850,275

TO:

Department of Health Services
Division of Patient Care Services
001-HSV-4101-4560

OBJECT NAME	2009 Adopted Budget	Increase/ Decrease	2009 Modified Budget
Fee for Services: Non-Employee	$7,285,120	$10,000	$7,295,120

and be it further

2nd **RESOLVED**, and that this funding be used to provide additional training classes of Basic Medical Spanish.

3rd **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:

T:\BRO\Budget RES for Spanish Language Training-2009.doc

Intro. Res. No. 1437-2009 Laid on Table 5/12/2009
Introduced by Legislators Alden and Kennedy

RESOLUTION NO. -2009, AUTHORIZING ESTEE LAUDER BREAST CANCER AWARENESS PROGRAM AT H. LEE DENNISON EXECUTIVE OFFICE BUILDING AND COHALAN COURT COMPLEX

WHEREAS, the Estee Lauder Companies Breast Cancer Awareness Program and The Breast Cancer Research Foundation (Foundation) were established in 1993 to help find a cure for this dreadful disease; and

WHEREAS, the Foundation's campaign has made the "pink ribbon" a universal symbol of the fight to eradicate breast cancer and a potent reminder to all women of the importance of early detection in saving lives; and

WHEREAS, to renew the public's support for its 2009 Breast Cancer Awareness Program, the Foundation wishes to initiate a "Victory Landmark Illumination Project" for breast cancer awareness on the night of Thursday, October 1, 2009 at 7:00 p.m. by illuminating landmark buildings in as many major cities as possible throughout the USA and all around the world to create a visible hazy pink glow that will galvanize the national commitment to end this dreaded disease; and

WHEREAS, Suffolk County wishes to show its enthusiasm and pledge its allegiance to this cause by participating in the illumination project, just as it did on October 2, 2000, pursuant to Resolution No. 659-2000, on October 1, 2001, pursuant to Resolution No. 641-2001, on October 1, 2002, pursuant to Resolution No. 885-2002, on October 1, 2003, pursuant to Resolution No. 574-2003, on October 1, 2004, pursuant to Resolution No. 493-2004, on September 30, 2005, pursuant to Resolution No. 159-2005, on September 29, 2006, pursuant to Resolution No. 831-2006, on October 1, 2007, pursuant to Resolution No. 839-2007, and on October 2, 2008, pursuant to Resolution Nos. 444-2008 and 794-2008; now, therefore be it

1st **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to illuminate the north side of the H. Lee Dennison Executive Office Building facing Veterans Memorial Highway and the Cohalan Court Complex at the south east corner of Carleton Avenue, Central Islip at 7:00 p.m., with a pink glow, on the night of Thursday, October 1, 2009 in support of The Breast Cancer Research Foundation's illumination project; and be it further

2nd **RESOLVED**, that the presence of employees or representatives of the Estee Lauder Companies Breast Cancer Awareness Program and the Breast Cancer Research Foundation and representatives of breast cancer advocacy groups or organizations, in connection with such celebration, shall be permitted at the two (2) sites.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1438

Intro. Res. No. -2009
Introduced by Legislator Browning

Laid on Table 5/12/09

RESOLUTION NO. -2009, TO APPOINT SHENOLE LATIMER AS A MEMBER OF THE SUFFOLK COUNTY CITIZENS ADVISORY BOARD FOR THE ARTS

WHEREAS, the Citizens Advisory Board for the Arts was created to suggest, review and recommend arts policies and programs for Suffolk County; and

WHEREAS, members of the Citizens Advisory Board for the Arts may be recommended by individual County Legislators and are subject to approval by the full Legislature; now, therefore be it

1st **RESOLVED**, that **Shenole Latimer**, currently residing in Mastic Beach, New York, is hereby appointed as a member of the Suffolk County Citizens Advisory Board for the Arts for a three year term to expire three years from the effective date of this resolution, pursuant to Section 68-3(C) of the SUFFOLK COUNTY CODE; and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\res\r-appt-arts-board-latimer

jazz saxophonist

SHENOLE LATIMER

at a glance

The Artist

Known for his fiery performances and commanding stage presence, saxophonist, composer, educator Shenole Latimer captivates his audiences with a compelling fusion of excitement and great music. Aside from winning the prestigious *Louis Armstrong Jazz Award* in his teens, Latimer's other accomplishments include winning the *1999 Long Island Voice Best Horn Player Award*, appearances on nationally aired television and radio broadcasts, his corporate endorsements, and impressive concert attendance. It is no wonder that he has been called, "a sonic marvel" (eJazzNews.com) and "a jazz star on the rise" (The Improper Hamptonian).

Available in duet, trio, or quartet (preferred) formats, Shenole Latimer's concert repertoire incorporates a mix of original and standard jazz compositions. Residency activities include lecture/demonstrations, private instruction, master classes and application workshops.

The Music

Shenole Latimer can best be described as a modern jazz performer with a passionate playing style that hints of having been influenced by the likes of Michael Brecker, Branford Marsalis, Dexter Gordon, and Cannonball Adderley.

Latimer's original compositions have been described as having "highly remembrable melodies with chord changes that are as cerebral as they are seductive."

Latest CD Release

"Front and Center", released by the Dortmund, Germany based record label known as Tierra Records, is Shenole Latimer's debut album. The 9 tracks contained in this effort are a compelling mix of tantalizing jazz standards and attention grabbing original compositions that explore the straight ahead jazz, Latin, and Fusion genres.

Shenole Latimer's debut CD "Front and Center" is available online at **Amazon.com** and can be downloaded at **iTunes**, **Napster** and **Rhapsody**.

For bookings or other correspondence, please contact Rici Music, Inc.
Phone: (631) 772-5290 | Email: bookings@ricimusic.com | Web: www.ricimusic.com

Learn more about Shenole Latimer by visiting his official website at:
www.shenolelatimer.com or his MySpace page at **www.myspace.com/shenolelatimer**

DISCOGRAPHY

shenole latimer

Shenole Latimer has recorded in genres from straight-ahead jazz to neo-soul, adult contemporary rock, gospel, and pop. His debut album is known as "***Front and Center***" and is available through Amazon.com, CD Baby, Retail Stores, his website: www.shenolelatimer.com, and can be downloaded at iTunes, Napster, Rhapsody, and Emusic.

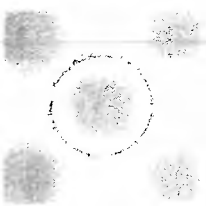
Selected Recordings with Other Artists

JANIRA (Adult Contemp/Christian Rock)
"Soul Ties" | 2009
Bluesy, soulful, and spiritual music that totally grooves, and features sultry vocals and a hot eight piece band. Janira's listeners are won over by dynamic songwriting and expressive, heartfelt lyrics.

CHRISTINA GAUDET (Funk, Soul)
"Oasis" | 2008
An Oasis of Rock driven funk and soul music, this highly anticipated fourth album release brings back together Christina Gaudet's music with her phenomenal band of top notch musicians.

TOM OSBORN (Adult Contemp Rock)
"Tom Osborn" | 2008
Tom Osborn is a singer/songwriter who sets the extraordinary genre of Piano Rock to new heights. His crafty songs tell a multitude of stories, with the ambition of shooting for the stars.

GIOVANNI (Neo-Soul/R&B)
"Essentially Me" | 2007
Neo-Soul vocalist Giovanni von Essen, who sings of timeless dilemmas, draws her listeners in with the sheer elegance and sincerity of the refreshingly new sound and organic approach that she has to her music.



Kenny MacKenzie Trio (Modern Jazz)
"Closer to the Day" | 2007
Eight amazing tracks by virtuoso pianist Kenny MacKenzie and melodic saxophonist Shenole Latimer. Features stellar rhythm sections of Nathan Peck, Yoni Halevy, Ben Bynum and Jerry McDonald.

"Front and Center", Shenole Latimer's debut release as both a band leader and as a Tierra Records recording artist, is a brilliant showcase of this artist's talent. One look at the album itself shows that Latimer is out to make a statement. The album's title and cover artwork clearly symbolizes Shenole Latimer's desire to place himself and his music squarely within the field of vision of the jazz listeners that he is trying to reach.

Aside from dominating CD Baby's ***Editor's Picks*** list for an astounding 3 months in 2007, "Front and Center" has also received rave reviews from a host of different media channels including Long Island based ***Good Times Magazine***, Orlando, FL based **Impact Press**, Chicago, IL based ***Pitch Fork Magazine***, and Beverly Hills, CA based ***Under the Radar Magazine***.

The airplay and internet streaming that Latimer's album has received can only be described as global. "Front and Center" has not only been played over the airwaves of radio stations both domestic and abroad, but has also traveled the world via internet based radio programs and podcasts.

1439

Intro. Res. No. -2009 Laid on Table 5/12/09
Introduced by Legislator Browning

RESOLUTION NO. -2009, DIRECTING THE SUFFOLK COUNTY SEWER AGENCY TO PREPARE MAPS, PLANS, REPORTS AND MAKE RECOMMENDATIONS IN ACCORDANCE WITH ARTICLE 5-A TO FORM A SEWER DISTRICT AT MONTAUK HIGHWAY IN MASTIC/SHIRLEY

WHEREAS, the Suffolk County Sewer Agency has entered heretofore and will hereafter enter into agreements with various subdividers, developers, and sponsors to make provisions for sewage collection and disposal facilities in and about subdivisions, condominiums, commercial, industrial and other areas, as well as the formation of districts to implement such intentions; and

WHEREAS, the prevalence of cesspools and septic tanks in the Mastic and Shirley communities has contributed to the depletion of oxygen and the increased levels of nitrogen in the Forge River; and

WHEREAS, the nitrogen contribution from failing septic systems is so severe that the Forge River has been placed on the New York State Impaired Waterways list; and

WHEREAS, due to their geographic placement on the south shore of Long Island, the Mastic and Shirley communities have many other environmentally sensitive tributaries which must also be protected from further pollution; and

WHEREAS, sewers would reduce the nitrogen levels entering the Forge River and compliment other environmental restoration projects that Suffolk County has invested in to restore this ailing body of water; and

WHEREAS, the creation of a sewer district would contribute to the revitalization of the Montauk Highway Business District, which has been targeted for economic development;

WHEREAS, such a sewer district would encompass the parcels described in Exhibit "A" and the area shown in the maps attached hereto as Exhibit "B"; now, therefore be it

1st **RESOLVED**, that the Suffolk County Sewer Agency, with the assistance of the Suffolk County Department of Public Works, be, and they are hereby authorized, empowered and directed to undertake the preparation of appropriate maps, plans, reports and recommendations, all in accordance with Article 5-A of the NEW YORK COUNTY LAW and necessary to initiate the formation of such County Sewer district in and about the Montauk Highway Business District in the communities of Mastic and Shirley, Town of Brookhaven; 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-montauk hwy sewer district

1439

DISTRI	SECTIO	BLOCK	LOT	OWNER_NAME	Physical Address	TOWN
0200	85200	0100	063001	1219 MONTAUK HIGHWAY CORP		
0200	82400	1000	019000	803 REALTY CORP	MONTAUK HWY	MASTIC
0200	85100	0300	038001	921 CORP	MONTAUK HWY	SHIRLE`
0200	85100	0200	025001	ADIPIETRO MARGARET - ADIPIETRO SAL		
0200	85100	0200	008000	Salvatore & Margaret Adipietro	795 MONTAUK HWY	SHIRLE`
0200	85200	0100	067000	AIRWAY PROPERTIES INC	1245 MONTAUK HW`	MASTIC
0200	85200	0200	006001	ALFANO VINCENT - ALFANO VIVIAN	1130 MONTAUK HW`	MASTIC
0200	85200	0500	003001	Josephine Aliperti	CARLTON AVE	MASTIC
0200	85200	0500	004001	ALIPERTI JOSEPHINE	1280 MONTAUK HW`	MASTIC
0200	85200	0100	086000	ARORA UMESH	BONNY DR	MASTIC
0200	85200	0300	005001	AUTOZONE INC	CLINTON AVE	MASTIC
0200	85200	0500	006001	Salvatore Badala	7 CARLTON AVE	MASTIC
0200	85200	0100	076000	BAYNON PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0100	077000	BAYNON PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0100	078000	BAYNON PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0100	079000	BAYNON PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0100	080000	BAYNON PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0100	081000	BAYNON PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0300	064001	BAYVIEW PROPERTY MANAGEMENT COF	CLINTON AVE	MASTIC
0200	85200	0100	028000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	029000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	030000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	031000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	032000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	033000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	034000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	035000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	036000	BOLLYWOOD ENTERTAINMENT GROUP	HOOVER CT	MASTIC
0200	85200	0100	039000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	040000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	041000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	042000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	043000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	044000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	045000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	046000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	047000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	048000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0100	049000	BOLLYWOOD ENTERTAINMENT GROUP	MONTAUK HWY	MASTIC
0200	85200	0500	005001	BROOKHAMPTON OFFICES INC	1360 MONTAUK HW`	MASTIC
0200	85200	0100	037002	BROOKHAVEN TOWN OF		
0200	85200	0100	083001	BROOKHAVEN TOWN OF	MONTAUK HWY	MASTIC
0200	85200	0100	083002	BROOKHAVEN TOWN OF	MONTAUK HWY	MASTIC
0200	85100	0400	028001	BURGER KING CORP	862 MONTAUK HWY	SHIRLE`
0200	82400	1000	014000	Joan Burkhard	1631 MONTAUK HW`	MASTIC
0200	82400	1000	008000	Vincent & Joan Burkhard, Dorothy Rose	MONTAUK HWY	MASTIC
0200	85200	0300	006000	C J & B J PROPERTIES INC	5 MILLER PL	MASTIC
0200	85200	0300	008000	C J & B J PROPERTIES INC	1180 MONTAUK HW`	MASTIC
0200	85200	0100	053000	C S K CORP	1167 MONTAUK HW`	MASTIC
0200	85200	0100	054000	C S K CORP	MONTAUK HWY	MASTIC
0200	85200	0100	055000	C S K CORP	MONTAUK HWY	MASTIC
0200	85100	0300	045000	C S K CORP	947 MONTAUK HWY	SHIRLE`
0200	85200	0500	012000	Christi Casola Lorinda	CUMBERLAND ST	MASTIC
0200	85200	0500	008001	CASOLA LORINDA CHRISTI	CARLTON AVE	MASTIC

"Exhibit A"

0200	85200	0500	009003	CASOLA LORINDA CHRISTI	MONTAUK HWY	MASTIC
0200	85200	0500	009002	Robert Casola	MONTAUK HWY	MASTIC
0200	85200	0500	011002	CASOLA ROBERT F	1406 MONTAUK HW	MASTIC
0200	85200	0500	013000	Robert F. Casola	CUMBERLAND ST	MASTIC
0200	82300	0800	038000	CASOLA ROBERT F	MONTAUK HWY	MASTIC
0200	85200	0500	014000	Vincent Castellano	MONTAUK HWY	MASTIC
0200	85200	0500	015000	CASTELLANO VINCENT	1412 MONTAUK HW	MASTIC
0200	82400	0700	014002	Theodore Cigna	31 OLD MONTAUK H	MASTIC
0200	82300	1000	021001	COAST TO COAST PETROLEUM CORP	1457 MONTAUK HW	MASTIC
0200	82400	0300	018000	COUNTY OF SUFFOLK	MONTAUK HWY	MASTIC
0200	85200	0400	085000	COUNTY OF SUFFOLK		
0200	82400	1000	009000	Salvatore & Margaret Damico	1620 MONTAUK HW	MASTIC
0200	85200	0500	017002	DANTINUCCI CORP		MASTIC
0200	82300	1000	005000	DANTINUCCI CORP	1420 MONTAUK HW	MASTIC
0200	82400	0500	046000	Richard Davin Sr.	WASHINGTON AVE	MASTIC
0200	82400	0500	048001	DAVIN SR RICHARD M		
0200	82400	0600	013000	DAVIN SR RICHARD M	DANA AVE	MORICH
0200	82400	0600	014000	DAVIN SR RICHARD M	SOUTH COUNTRY R	MORICH
0200	85200	0100	050000	Salvatore & Angiola Deluca	1159 MONTAUK HW	MASTIC
0200	85200	0100	052001	Salvatore Deluca	MONTAUK HWY	MASTIC
0200	85200	0200	007000	DESHLER ENTERPRISES LLC	1154 MONTAUK HW	MASTIC
0200	85200	0100	064000	DEVOE AUTO PARTS INC	1225 MONTAUK HW	MASTIC
0200	85200	0400	007000	James Harold & Patricia Devoe	1247 MONTAUK HW	MASTIC
0200	85200	0100	061000	Thomas Devoe	1193 MONTAUK HW	MASTIC
0200	85200	0100	058000	Eric Doulman & John Mahoney	MONTAUK HWY	MASTIC
0200	82400	0200	025000	Richard & Laura Drnek III	1473 MONTAUK HW	MASTIC
0200	82400	0800	017000	Maria Dubicki	1510 MONTAUK HW	MASTIC
0200	82400	0800	018000	DUBICKI MARIA	1518 MONTAUK HW	MASTIC
0200	82400	0800	019000	DUBICKI MARIA	1530 MONTAUK HW	MASTIC
0200	82400	0900	001000	DUBICKI MARIA	MONTAUK HWY	MASTIC
0200	82400	0800	013000	Waclaw Dubicki	MONTAUK HWY	MASTIC
0200	82400	0800	014000	DUBICKI WACLAW	MONTAUK HWY	MASTIC
0200	82400	0800	015000	DUBICKI WACLAW	MONTAUK HWY	MASTIC
0200	82400	0800	016000	DUBICKI WACLAW	MONTAUK HWY	MASTIC
0200	85100	0300	032001	EDFLO PROPERTIES INC	895 MONTAUK HWY	SHIRLE
0200	82300	1000	004002	Tatiana Erdely	MONTAUK HWY	MASTIC
0200	82400	0300	020000	Sofia Essani	1513 MONTUAK HW	MASTIC
0200	85200	0400	015000	Raymond H. Farmer	1248 MONTAUK HW	MASTIC
0200	85200	0400	016000	FARMER RAYMOND H	1248 MONTAUK HW	MASTIC
0200	85100	0300	040000	Michael Fazio, Joann V. Suriani, & Joseph G	MONTAUK HWY	SHIRLE
0200	85100	0300	041000	FAZIO MICHAEL - SURIANI JOANN V - TE	MONTAUK HWY	SHIRLE
0200	82400	0900	004002	Lawrence Fleisher	MONTAUK HWY	MASTIC
0200	85100	0200	005002	FLOYD HARBOR LLC	WM FLOYD PKY	SHIRLE
0200	85100	0300	033000	FLSK REALTY LLC	911 MONTAUK HWY	SHIRLE
0200	85200	0300	011001	Michael A. Flynn	CLINTON AVE	MASTIC
0200	85200	0300	013002	FLYNN MICHAEL A	MONTAUK HWY	MASTIC
0200	85100	0300	027000	Mary Galella, Jose Martinez, and Phlip Scalr	890 MONTAUK HWY	MASTIC
0200	85100	0500	032001	GARDEN MONTAUK ASSOCIATES LLC	964 MONTAUK HWY	SHIRLE
0200	82300	1000	007000	Gary R. Garera	1430 MONTAUK HW	MASTIC
0200	82300	1000	008000	GARERA GARY R	1430 MONTAUK HW	MASTIC
0200	82400	0300	019000	Frank Giordano	MONTAUK HWY	MASTIC
0200	85100	0300	051000	Michael & Terry Gross	1009 MONTAUK HW	SHIRLE
0200	85100	0600	042000	Carl Edward Gugliotta	5 GARDEN PL	SHIRLE
0200	82300	0800	078000	Bryan Hellmer	SMITH ST	MASTIC
0200	82300	0800	081000	HELLMER BRYAN	MONTAUK HWY	MASTIC

0200	82300	0800	082000	HELLMER BRYAN	MONTAUK HWY	MASTIC
0200	85200	0200	001000	HETTYS BELL REALTY CORP	1030 MONTAUK HW	MASTIC
0200	82400	0200	024000	HI-STAR REALTY	1467 MONTAUK HW	MASTIC
0200	82400	0200	028000	HI-STAR REALTY	1467 MONTAUK HW	MASTIC
0200	85100	0300	053004	HL MASTIC, NY 11950 ASSOCIATES LLC	1019 MONTAUK HW	SHIRLE
0200	82400	0800	012000	Frank Illardo	1495 MONTAUK HW	MASTIC
0200	82400	0800	008000	ISHIKA LLC	MONTAUK HWY	MASTIC
0200	85100	0400	030001	JIFFY LUBE INTERNATIONAL OF MARYLA	MONTAUK HWY	SHIRLE
0200	85200	0300	007000	Carl & Barbara Johanntges	1180 MILLER PL	MASTIC
0200	85100	0400	039000	K & M REALTY ENTERPRISES INC	MONTAUK HWY	MASTIC
0200	85100	0300	039000	Antonia & Stamatis Katsamanis	MONTAUK HWY	SHIRLE
0200	82400	0700	014001	Jeffrey Keith Kirk & Ann Linda	31 OLD MONTAUK H	MASTIC
0200	82400	0900	014000	Joseph & Ruth Lanni	1580 MONTAUK HW	MASTIC
0200	85100	0600	009001	Robert Lentini	990 MONTAUK HWY	SHIRLE
0200	85100	0500	013000	LIBERTI & SONS REALTY CO LTD	MONTAUK HWY	SHIRLE
0200	85100	0500	014000	LIBERTI & SONS REALTY CO LTD	920 MONTAUK HWY	SHIRLE
0200	85100	0500	012000	LIBERTI AND SONS REALTY CO LTD	MONTAUK HWY	SHIRLE
0200	85100	0500	017001	LONG ISLAND COMMERCIAL BANK	950 MONTAUK HWY	SHIRLE
0200	82300	1000	004003	Paul Lukaszewski, Peter Sceusa, & Theodor	1425 MONTAUK HW	MASTIC
0200	85100	0200	006000	M PARISI & SON CONSTRUCTION CO INC	795 MONTAUK HWY	SHIRLE
0200	85100	0200	007000	M PARISI & SON CONSTRUCTION CO INC	MONTAUK HWY	SHIRLE
0200	85100	0200	025002	M PARISI & SON CONSTRUCTION CO INC		
0200	82400	0800	007000	MAC COMMUNICATIONS INC	8 ROBERT ST	MASTIC
0200	85200	0200	008000	Angela Maio	1160 MONTAUK HW	MASTIC
0200	85200	0200	009000	MAIO ANGELA	17 CLINTON AVE	MASTIC
0200	85100	0300	034000	Angela Maltese	MONTAUK HWY	SHIRLE
0200	85100	0300	035000	MALTESE ANGELA	915 MONTAUK HWY	SHIRLE
0200	82400	1000	013001	MASTIC, NY 11950 AMBULANCE DISTRICT	GUNTHER PL	MASTIC
0200	82400	1000	013002	MASTIC, NY 11950 AMBULANCE DISTRICT	GUNTHER PL	MASTIC
0200	82400	1000	044001	MASTIC, NY 11950 SHOPPING RD	1600 MONTUAK HW	MASTIC
0200	85100	0400	029000	John Maurice	878 MONTAUK HWY	SHIRLE
0200	85100	0400	030002	MAURICE JOHN	MONTAUK HWY	SHIRLE
0200	85200	0200	002000	Anthony & Wilma Mazzella	MONTAUK HWY	MASTIC
0200	85200	0200	004001	MAZZELLA ANTHONY - MAZZELLA WILMA		
0200	82400	0700	013000	Catherine McCarthy	23 OLD MONTAUK H	MASTIC
0200	85100	0200	011000	MENNUTI REALTY CORP	863 MONTAUK HWY	MASTIC
0200	85100	0200	027000	MENNUTI REALTY CORP	MONTAUK HWY	MASTIC
0200	82300	1000	009000	MOLE HOUSING CORP	1443 MONTAUK HW	MASTIC
0200	82300	1000	020000	MOLE HOUSING CORP	MONTAUK HWY	MASTIC
0200	82400	0500	016000	Paul Musumeci	1583 MONTAUK HW	MASTIC
0200	85200	0100	025000	Sheikh M. Naim	1015A MONTAUK HV	MASTIC
0200	85100	0500	015000	Gerard & Carmella Nastasi	6 VERSA PL	SHIRLE
0200	85100	0200	010002	NINETY FOUR ASSOCIATES INC	863 MONTAUK HWY	SHIRLE
0200	85100	0200	010003	NINETY FOUR ASSOCIATES INC	MONTAUK HWY	MASTIC
0200	85100	0200	026000	NINETY FOUR ASSOCIATES INC	MONTAUK HWY	MASTIC
0200	85200	0100	066001	NORTH FORK BANK	1235 MONTAUK HW	MASTIC
0200	85200	0300	009001	Alexander Noszko	1182 MONTAUK HW	MASTIC
0200	85200	0300	010001	NOSZKO ALEXANDER	CLINTON AVE	MASTIC
0200	85200	0100	071001	PARADISE HOLDING	1247 MONTAUK HW	MASTIC
0200	82400	1000	002000	John & Noreen Pastore	3 HERKIMER ST	MASTIC
0200	82400	1000	001000	PASTORE JOHN - PASTORE NOREEN	1 HERKIMER ST	MASTIC
0200	82400	1000	006000	PASTORE JOHN - PASTORE NOREEN	STERLING PL	MASTIC
0200	82400	1000	005000	PASTORE NOREEN	STERLING PL	MASTIC
0200	82300	0800	066000	John Pederson	1401 MONTAUK HW	MASTIC
0200	85100	0400	021002	Pat Peluso	850 MONTAUK HWY	SHIRLE

0200	85100	0300	053002	John Perno	1015A MONTAUK HV	SHIRLE
0200	85100	0300	054000	PERNO, JOHN	PARK AVE	MASTIC
0200	85100	0500	001000	PEW REALTY	ORMOND PL	SHIRLE
0200	82400	0900	011000	Frank & Marie Poje	1574 M ONTAUK HW	MASTIC
0200	85200	0100	026000	James Porcelli	MONTAUK HWY	MASTIC
0200	85200	0100	027000	James & Nicholas Porcelli	MONTAUK HWY	MASTIC
0200	82400	0300	055005	POWER TEST REALTY CO LTD PARTNER	MONTAUK HWY	MASTIC
0200	82400	0600	045002	Dominic P. Prianti Jr. & Catherine Prianti	FRANKLIN AVE	MASTIC
0200	82400	0600	046001	PRIANTI CATHERINE A - PRIANTI JR DOM	12 FRANKLIN AVE	
0200	82400	0600	047001	PRIANTI CATHERINE A - PRIANTI DOMINI	16 FRANKLIN AVE	
0200	85200	0400	001000	PRIME PROPERTY I LLC	1226 MONTAUK HW	MASTIC
0200	85100	0300	048001	Anhgtony Prudenti & Marie Weiler	971 MONTAUK HWY	SHIRLE
0200	85100	0600	004002	RHINEBECK REALTY LLC	986 MONTAUK HWY	SHIRLE
0200	82400	0400	028000	RICHJAN CORP	1555 MONTAUK HW	MASTIC
0200	82400	0900	005000	RICHJAN CORP	1560 MONTAUK HW	MASTIC
0200	85200	0500	007000	Lester Rivera	9 CARLTON AVE	MASTIC
0200	82500	0100	019000	RIVERSEDGE AT MORICHES INC	900 MONTAUK HWY	MORICH
0200	85200	0100	023000	Vincent & Debra Russo	HOOVER CT	MASTIC
0200	85100	0500	018000	Benedict Sfoglia	960 MONTAUK HWY	SHIRLE
0200	82400	0400	026000	Benedict, Eric, & Margaret	723 MONTAUK HWY	MASTIC
0200	82400	0400	027000	SFOGLIA BENEDICT - SFOGLIA ERIC - SF	1535 MONTAUK HW	MASTIC
0200	85200	0400	020000	William Shiminsky III & Willima Shiminsky Jr.	1268 MONTAUK HW	MASTIC
0200	85200	0400	017000	William Shiminsky	10 HAWTHORNE ST	MASTIC
0200	85200	0500	002001	SHIRLEY AUTO BODY INC	1272 MONTAUK HW	MASTIC
0200	85100	0300	050002	SHIRLEY DRIVE IN ASSOCIATES L P	999 MONTAUK HWY	SHIRLE
0200	82400	0400	070001	Lalita & Devendra K. Singh	1565 MONTAUK HW	MASTIC
0200	85200	0100	062000	Walter, Otto, & Gladys Soto	32 HOOVER CT	MASTIC
0200	85100	0600	001000	SOUTH SHORE PROPERTIES INC	980 MONTAUK HWY	SHIRLE
0200	85200	0400	006000	SOUTHLAND CORP	1200 MONTAUK HW	MASTIC
0200	82400	0600	015000	Rodolph and helen Sunderman	7 OLD MONTAUK HV	MASTIC
0200	82500	0300	001001	SWIFT STREAM FARMS INC	MONTAUK HWY	MASTIC
0200	82400	0200	027001	TAMWEST PROPERTIES LLC	MONTAUK HWY	MASTIC
0200	85200	0100	038000	Calogero & Maria Taormina	1171 MONTAUK HW	SHIRLE
0200	85200	0100	056000	Maria Taormina	MONTAUK HWY	SHIRLE
0200	85100	0600	010000	jack ad Julius Tepper	1010 MONTAUK HW	SHIRLE
0200	85100	0600	011000	TEPPER JACK - TEPPER JULIUS	VAN BUREN ST	MASTIC
0200	82400	1000	020000	THRIFTY LUBE	MASTIC, NY 11950 R	MASTIC
0200	85200	0100	075001	TOM BORG ENTERPRISES INC	1265 MONTAUK HW	MASTIC
0200	85100	0300	043000	Carmello Tomasello	945 MONTAUK HWY	SHIRLE
0200	85100	0300	044000	TOMASELLO CARMELO	MONTAUK HWY	SHIRLE
0200	82400	0600	044000	TOMASELLO CARMELO	9 MONTGOMERY AV	MASTIC
0200	85100	0300	042000	TORTORICE FAMILY REVOCABLE TRUST	943 MONTAUK HWY	SHIRLE
0200	82400	0600	027000	TOWN OF BROOKHAVEN	FRANKLIN AVE	MASTIC
0200	85200	0100	037001	TOWNE PLAZA MASTIC, NY 11950 REALT		
0200	82300	0800	080001	TOWNE PLAZA MASTIC, NY 11950 REALT	1355 MONTAUK HW	MASTIC
0200	85200	0100	057000	UNIVERSAL TOOL SALES AND SERVICE C	1175 MONTAUK HW	MASTIC
0200	85200	0100	087000	UNKNOWN		
0200	85200	0100	088000	UNKNOWN		
0200	85200	0100	089000	UNKNOWN		
0200	85200	0100	090000	UNKNOWN		
0200	85200	0100	091001	UNKNOWN		
0200	85200	0100	091002	UNKNOWN		
0200	85200	0100	092000	UNKNOWN		
0200	82400	0800	003000	VEP COMPUTER SYSTEMS INC	1470 MONTAUK HW	MASTIC
0200	82400	0800	009000	VIRAL L L C	1484 MONTAUK HW	MASTIC

0200	82400	0500	014000	Frank & Caterina Visco	1585 MONTAUK HW` MASTIC
0200	82400	0500	015000	VISCO CATERINA - VISCO FRANK	1585 MONTAUK HW` MASTIC
0200	85200	0100	060001	Fred Wesemann	1181 MONTAUK HW` MASTIC
0200	82400	1000	007000	Fred Wesemann Jr.	1619 MONTAUK HW` MASTIC
0200	82400	1000	015000	WOLF C A REALTY CORP	MONTAUK HWY MASTIC
0200	85100	0500	002000	WORLD REALTY CORP	924 MONTAUK HWY SHIRLE`
0200	82400	0900	015000	Eugene F. Young	1586 MONTAUK HW` MASTIC

LAND USE	Parcel Owner's MAILING ADDRESS
Service &Gas Stations	same
Service &Gas Stations	P.O. Box 1006 - Westhampton Beach, NY 11978
Unknown	23 Briana Ct - East Moriches, NY 11940
Unknown	
Unknown	same
One Story Small Structure	24 Fairlawn Ct - Shirley, NY 11967
One Story Small Structure	same
Vacant Land - Commercial Areas	81 Hallock La - Rocky Point, NY 11778
Converted Residence	81 Hallock La - Rocky Point, NY 11778
Vacant Land - Commercial Areas	41 Silaw Woods Rd. - Manorville, NY 11949
Unknown	P.O. Box 2198 - Memphis, TN 38101
Vacant Land - Commercial Areas	19 Carmen View Dr - Shirley, NY 11967
Vacant Land - Commercial Areas	22 Sycamore Dr. - East Moriches, NY 11940
Vacant Land - Commercial Areas	22 Sycamore Dr. - East Moriches, NY 11940
Vacant Land - Commercial Areas	22 Sycamore Dr. - East Moriches, NY 11940
Apartments	22 Sycamore Dr. - East Moriches, NY 11940
Apartments	22 Sycamore Dr. - East Moriches, NY 11940
Apartments	22 Sycamore Dr. - East Moriches, NY 11940
Vacant Land - Commercial Areas	
Vacant Land - Commercial Areas	P.O. Box 705 - Shirley, NY 11967
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Vacant Land - Commercial Areas	P.O. Box 705 - Shirley, NY 11967
Vacant Land - Commercial Areas	19 Carmen View Dr - Shirley, NY 11967
Unknown	
Community Services	1 Independence Hill - Farmingville, NY 11738
Community Services	1 Independence Hill - Farmingville, NY 11738
Fast Food Franchises	P.O. Box 020783 - Miami, FL 33102
Single Family Residence	177 Barnes Rd - Moriches, NY 11955
Vacant Land - Commercial Areas	177 Barnes Rd - Moriches, NY 11955
Auto Body, Tire Shops	1180 Montauk Hwy - Mastic, NY 11950
Auto Body, Tire Shops	same
Religious	1159 Montauk Hwy - Mastic, NY 11950
Parking Lot	1159 Montauk Hwy - Mastic, NY 11950
Parking Lot	1159 Montauk Hwy - Mastic, NY 11950
Dinres & Luncheonettes	1159 Montauk Hwy - Mastic, NY 11950
Residential Vacant land	61 North Rd - Hampton Bays, NY 11946
Unknown	61 North Rd - Hampton Bays, NY 11946

Unknown	61 North Rd - Hampton Bays, NY 11946
One Story Small Structure	1408 Montauk Hwy - Mastic, NY 11950
Unknown	1408 Montauk Hwy - Mastic, NY 11950
Residential Vacant land	61 North Rd - Hampton Bays, NY 11946
Residential Vacant land	61 North Rd. - Hampton Bays, NY 11946
Vacant Land - Commercial Areas	139 Woodlawn Dr - Mastic Beach, NY 11951
Converted Residence	139 Woodlawn Dr - Mastic Beach, NY 11951
Auto Body, Tire Shops	60 Crystal Beach Blvd - Moriches, NY 11955
One Story Small Structure	same
Vacant Land - Commercial Areas	330 Center Dr. - Riverhead, NY 11901
Unknown	
One Story Structure-Multi Occp.	P.O. Box 2963 - Ronkonkoma, NY 11779
One Story Structure-Multi Occp.	30 Carlton Ave - Mastic, NY 11950
Auto Body, Tire Shops	30 Carelton Ave - Mastic, NY 11950
Parking Lot	P.O. Box 307 - Moriches, NY 11955
Funeral Homes	P.O. Box 307 - Moriches, NY 11955
Vacant Land - Commercial Areas	P.O. Box 307 - Moriches, NY 11955
Vacant Land - Commercial Areas	P.O. Box 307 - Moriches, NY 11955
One Story Structure-Multi Occp.	16 So. Ocean Ave - Center Moriches, NY 11934
Vacant Land - Commercial Areas	3 Carrol La - East Moriches, NY 11940
Bank Complex-Office building	P.O. Box 175 - Bookhaven, NY 11719
One Story Small Structure	same
Single Family Residence	same
One Story Structure-Multi Occp.	1219 Montauk Hwy. - Mastic, NY 11950
Vacant Land - Commercial Areas	15 Paige La - Moriches, NY 11955
One Story Structure-Multi Occp.	9 Wavecrest Dr. - Mastic, NY 11950
Residential-not Living Accomd.	P.O. Box 26 - Mastic, NY 11950
Single Family Residence	P.O. Box 26 - Mastic, NY 11950
One Story Small Structure	P.O. Box 26 - Mastic, NY 11950
One Story Small Structure	P.O. Box 26 - Mastic, NY 11950
Residential Vacant land	P.O. Box 26 - Mastic, NY 11950
Residential Vacant land	P.O. Box 26 - Mastic, NY 11950
Residential Vacant land	P.O. Box 26 - Mastic, NY 11950
Residential Vacant land	P.O. Box 26 - Mastic, NY 11950
One Story Structure-Multi Occp.	26 Lakeview Dr. - Manorville, NY 11949
Professional Building	125 Grand Ave - Shirley, NY 111967
Vacant Land - Commercial Areas	P.O. Box 604 - Mastic, NY 11950
Converted Residence	same
Vacant Land - Commercial Areas	same
Vacant Land - Commercial Areas	76 Yaphank Ave - Yaphank, NY 11980
Vacant Land - Commercial Areas	76 Yaphank Ave - Yaphank, NY 11980
Apartments	2 Bergen La - Blue Point, NY 11715
Vacant Land - Commercial Areas	69-14 52nd Dr. - Maspeth, NY 11378
One Story Structure-Multi Occp.	same
Unknown	16 Wilbur Ave - Manorville, NY 11949
Unknown	16 Wilbur Ave - Manorville, NY 11949
One Story Structure-Multi Occp.	118 Midwood Ave - Mastic, NY 11950
One Story Structure-Multi Occp.	30-19 78th St. - Jackson Heights, NY 11372
Residential Vacant land	31 Oakmont Ave - Selden, NY 11784
One Story Structure-Multi Occp.	31 Oakmont Ave - Selden, NY 11784
Vacant Land - Commercial Areas	139 Robinwood Dr. - Shirley, NY 11967
One Story Structure-Multi Occp.	234 Closter Deck Rd. - Closter, NJ 07624
Single Family Residence	same
Residential Vacant land	57 Senix Ave - Center Moriches, NY 11934
Residential Vacant land	57 Senix Ave - Center Moriches, NY 11934

Residential Vacant land	57 Senix Ave - Center Moriches, NY 11934
Auto Body, Tire Shops	same
Residential-not Living Accomd.	same
Converted Residence	same
Vacant Land - Commercial Areas	234 Closter Deck Rd. - Closter, NJ 07624
One Story Structure-Multi Occp.	same
Vacant Land - Commercial Areas	1484 Montauk Hwy - Mastic, NY 11950
Unknown	P.O. Box 4369 - Houston, TX 77092
Two family Year-Round Residence	61 Tipton Dr E. - Shirley, NY 11967
Vacant Land - Commercial Areas	6 Carmen View Dr. - Shirley, NY 11967
Vacant Land - Commercial Areas	48-16 194th St - Flushing, NY 11300
One Story Small Structure	same
One Story Structure-Multi Occp.	56 Stackyard Dr - Mastic, NY 11950
One Story Structure-Multi Occp.	2 George Dr. - Mastic, NY 11950
Parking Lot	940 Montauk Hwy - Shirley, NY 11967
One Story Structure-Multi Occp.	940 Montauk Hwy - Shirley, NY 11967
Vacant Land - Commercial Areas	75 Crystal Beach Blvd - Moriches, NY 11955
Unknown	1 Suffolk Square - Smithtown, NY 11787
Professional Building	P.O. Box 181 - Sommers, NY 10589
Vacant Land - Commercial Areas	54-65 48th St. - Maspeth, NY 11378
Vacant Land - Commercial Areas	54-65 48th St. - Maspeth, NY 11378
One Story Small Structure	
Single Family Residence	861 Montauk Hwy. - Shirley, NY 11967
Auto Body, Tire Shops	2301 Manasota Beach Rd. - Englewood, FL 34223
Single Family Residence	2301 Manasota Beach Rd. - Englewood, FL 34223
Parking Lot	49 Whitehead Dr. - Rocky Point, NY 11778
One Story Small Structure	49 Whitehead Dr. - Rocky Point, NY 11778
Community Services	205 So. Ocean Ave - Patchogue, NY 11772
Community Services	205 So. Ocean Ave - Patchogue, NY 11772
Area,Neighborhood Shopping Centers	same
Converted Residence	237 Magnolia Dr - Mastic, NY 11950
Unknown	237 Magnolia Dr - Mastic, NY 11950
Vacant Land - Commercial Areas	P.O. Box 112 - Bayport, NY 11705
Unknown	P.O. Box 112 - Bayport, NY 11705
Unknown	same
One Story Structure-Multi Occp.	1335 William Floyd Pkwy - Shirley, NY 11967
Vacant Land - Commercial Areas	863 Montauk Hwy. - Shirley, NY 11967
Restaurants	225 Montauk Hwy/Suite 110 - Moriches, NY 11955
Parking Lot	225 Montauk Hwy/Suite 110 - Moriches, NY 11955
One Story Small Structure	16 Terry Ct. - Center Moriches, NY 11934
One Story Structure-Multi Occp.	14 Ridgefield Dr - Shoreham, NY 11786
Single Family Residence	same
One Story Structure-Multi Occp.	same
Vacant Land - Commercial Areas	863 Montauk Hwy. - Shirley, NY 11967
Vacant Land - Commercial Areas	863 Montauk Hwy. - Shirley, NY 11967
Bank Complex-Office building	P.O. Box 8914 - Melville, NY 11747
Unknown	404 N. Dunton Ave - Patchogue, NY 11772
Unknown	404 N. Dunton Ave - Patchogue, NY 11772
Unknown	P.O. Box 146 - St. James, NY 11780
One Story Small Structure	120 Neighborhood Rd. - Mastic Beach, NY 11951
One Story Small Structure	120 Neighborhood Rd. - Mastic Beach, NY 11951
Vacant Land - Commercial Areas	120 Neighborhood Rd. - Mastic Beach, NY 11951
Vacant Land - Commercial Areas	120 Neighborhood Rd. - Mastic Beach, NY 11951
One Story Small Structure	same
Standard Bank/Single Occupant	24 Fairlawn Ct - Shirley, NY 11967

One Story Structure-Multi Occp.	34 Laura Lee Dr. - Center Moriches, NY 11934
Vacant Land - Commercial Areas	34 Laura Lee Dr. - Center Moriches, NY 11934
Residential Vacant land	P.O. Box 17 - Shirley, NY 11967
One Story Structure-Multi Occp.	1568 Montauk Hwy - Mastic, NY 11950
One Story Small Structure	42 Grandview Dr - Shirley, NY 11967
Vacant Land - Commercial Areas	42 Grandview Dr - Shirley, NY 11967
Minmart	1500 Hempstead Tpke - East Meadow, NY 11554
Vacant Land - Commercial Areas	12 Franklin Ave - Mastic, NY 11950
Single Family Residence	same
Unknown	12 Franklin Ave - Mastic, NY 11950
Unknown	684 Horseblock Rd - Farmingville, NY 11738
Fast Food Franchises	P.O. Box 182571 - Columbus, OH 43218
Vacant Land - Commercial Areas	43 Kensico Dr. - Mt. Kisco, NY 10549
One Story Small Structure	1963 Union Blvd. - Bay Shore, NY 11706
One Story Small Structure	1963 Union Blvd. - Bay Shore, NY 11706
Single Family Residence	same
Apartments	1111 Route 110/Suite 300 - Farmingdale, NY 117355
Single Family Residence	same
Converted Residence	106 Grandview Dr - Shirley, NY 11967
Dinres & Luncheonettes	106 Grandview Dr - Shirley, NY 11967
Parking Lot	106 Grandview Dr - Shirley, NY 11967
One Story Small Structure	10 Hawthorne St - Mastic, NY 11950
Vacant Land - Commercial Areas	same
Auto Body, Tire Shops	same
Regional Shopping Centers	234 Closter Deck Rd. - Closter, NJ 07624
Unknown	41 Bay Ave - East Moriches, NY 11940
Single Family Residence	same
Service &Gas Stations	18 Bayview Ave - Blue Point, NY 11715
One Story Small Structure	P.O. Box 711 - Dallas, TX 75221
Single Family Residence	54 Babylon St. - Mastic , NY 11950
One Story Small Structure	P.O. Box 87 - Mastic, NY 11950
Area,Neighborhood Shopping Centers	1340 Bruckner Blvd - Bronx, NY 10459
Restaurants	8 Merrick Rd. - Shirley, NY 11967
Vacant Land - Commercial Areas	8 Merrick Rd. - Shirley, NY 11967
dog Kennels-Veterinary Clinics	1 Saddlebrook La - Manorville, NY 11949
Parking Lot	1 Saddlebrook La - Manorville, NY 11949
Auto Body, Tire Shops	1850 Route 112 - Medford, NY 11763
One Story Structure-Multi Occp.	42 Arpage Dr E. - Shirley, NY 11967
One Story Small Structure	37 Concord Rd. - Shirley, NY 11967
Vacant Land - Commercial Areas	37 Concord Rd. - Shirley, NY 11967
Single Family Residence	37 Concord Rd. - Shirley, NY 11967
One Story Small Structure	64 Penn St. -Port Jefferson Station, NY 11776
Vacant Land - Commercial Areas	1 Independence Hill - Farmingville, NY 11738
Unknown	
Area,Neighborhood Shopping Centers	P.O. Box 539 - Remsenburg, NY 11960
One Story Small Structure	same
Unknown	
Unknown	
Unknown	
Unknown	
Unknown	
Unknown	
Unknown	
One Story Structure-Multi Occp.	same
One Story Small Structure	22 Sampson St. - Sayville, NY 11782

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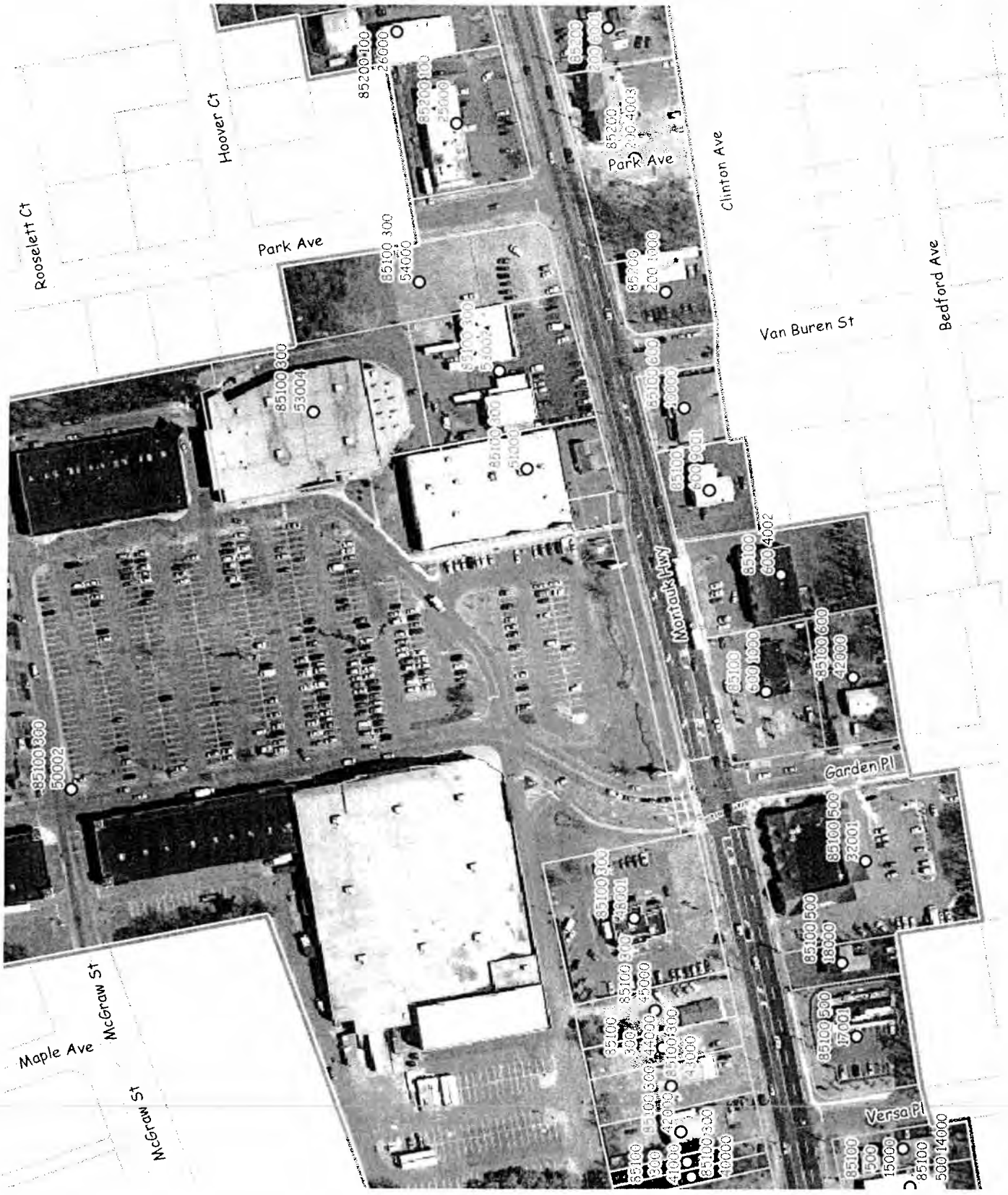
Office Building	154 Madison Ave - Mastic, NY 11950
One Story Small Structure	154 Madison Ave - Mastic, NY 11950
One Story Small Structure	1189 Montauk Hwy - Mastic, NY 11950
One Story Structure-Multi Occp.	same
Service &Gas Stations	125 Jericho Tpke - Jericho, NY 11753
One Story Small Structure	502 Route 25 - Selden, NY 11784
One Story Structure-Multi Occp.	same

1439

"Exhibit B"

1439


Roosevelt Ct
Hoover Ct
Park Ave
Park Ave
Clinton Ave
Van Buren St
Bedford Ave
Montauk Hwy
Garden Pl
Versa Pl
McGraw St
McGraw St
Maple Ave

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Dressel Dr
Madison St
Bedford Ave
Bonny Dr
Terry Dr
Hoover Ct
Miller Pl
Montauk Hwy
Paul Dr
George Dr
Haven Pl
Clinton Ave
Park Ave
Park Ave

Oakland Ave
Cumberland St
Lambert Ave
Smith St
Windsor Pl
Carlton Ave
Clinton Ave
Bedford Ave
Montauk Hwy
Hawthorne St
Titmus Dr
Hoover Ct
Gores Dr
Cedar Pl
Dressel Dr
Madison St

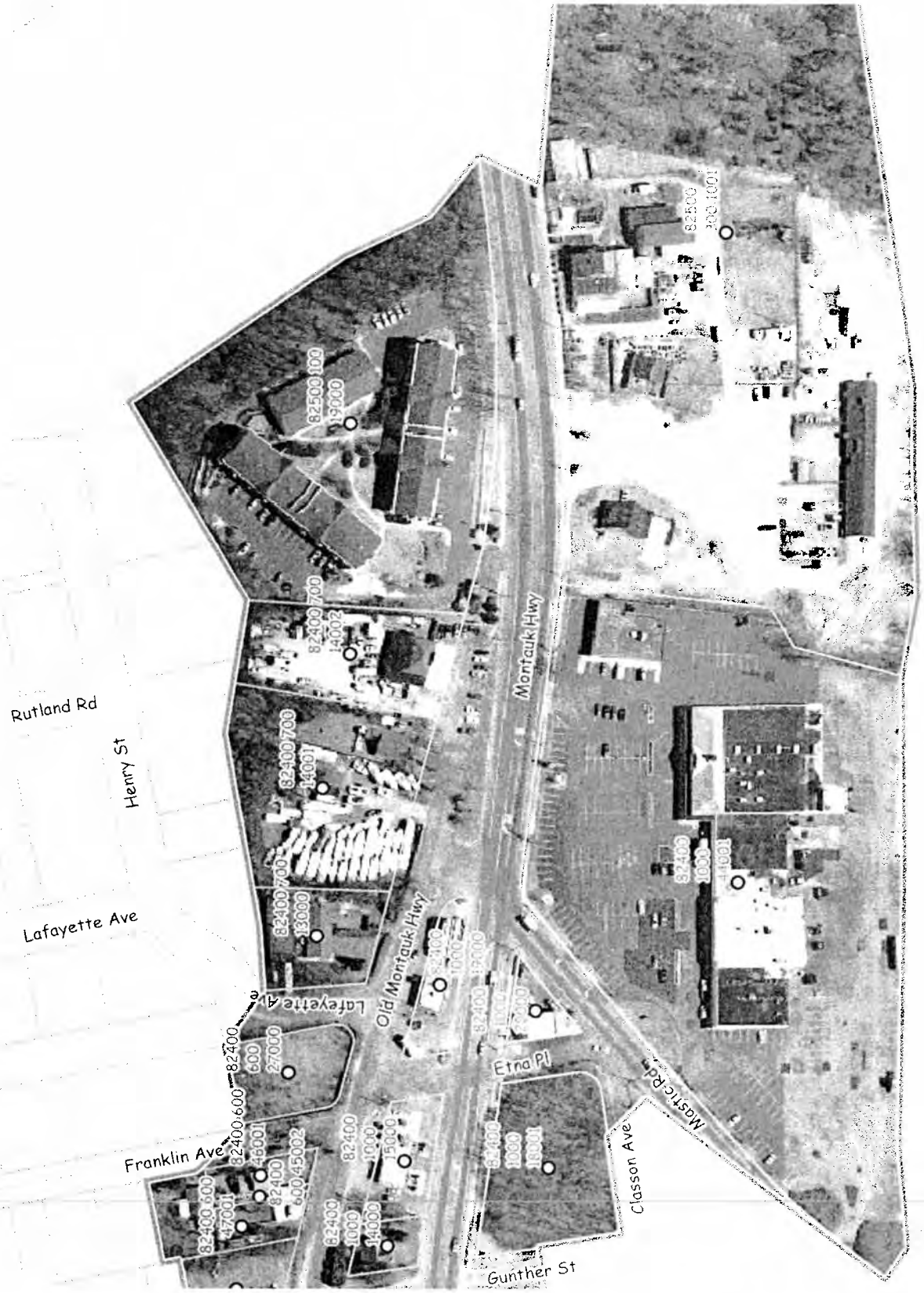
1439

Vernon Ave
Midland Ave
Fulton Ave
1st Pl
Lee Pl
Montauk Hwy
Pershing St
Classon Ave
Roberts St
Carlton Ave
Clinton Ave
Berkley Pl
Oakland Ave
Cumberland St

1439

Etna Pl
Franklin Ave
Masstic Rd
Gunther St
Montgomery Ave
Old Montauk Hwy
Sterling Pl
Dana Ave
Montauk Hwy
Herkimer St
Classon Ave
Carlton Ave
Washington Ave
Prospect Pl
Broadway
Denton Pl
Stuyvesant Ave
Vernon Ave
Pershing St

1439


Rutland Rd
Henry St
Lafayette Ave
Franklin Ave
Lafayette Ave
Old Montauk Hwy
Montauk Hwy
Etna Pl
Gunther St
Classon Ave
Mastic Rd

Intro. Res. No. 1440 -2009 Laid on Table 5/12/09

Introduced by Presiding Officer Lindsay on request of the County Executive Steve Levy

RESOLUTION NO. - 2009, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A HOME INVESTMENT PARTNERSHIPS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the Suffolk County Department of Economic Development/Community Development Division has submitted an application for a HOME Investment Partnership Program Grant for Federal Fiscal Year 2009 under Title II of the National Affordable Housing Act of 1990 (P.L. 101-625); and

WHEREAS, the County has been awarded a HOME Investment Partnership Program FY 2009 grant in the amount of $2,393,392; and

WHEREAS, $239,392 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2009 Adopted Operating Budget; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the HOME Investment Partnerships grant and to contract with HUD, cooperating municipalities, non-profit and for-profit organizations for the expenditure of these funds; and be it further

2nd RESOLVED, that $239,392 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds:

REVENUES:	AMOUNT
353-4911 Federal Aid: Community Development	$2,393,392

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
HOME INVESTMENT PARTNERSHIPS
353-CDV-8775

Contracted Services	$2,154,000
4980-Contracted Agencies	$2,154,000

Intro. Res. No. – 2009

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

353-IFT-E351	Transfer to Fund 351 Comm Dev Admin	$239,392

and be it further

3RD RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD12; 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 Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1440

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation
Accepting and Appropriating the 2009 HOME Investment Partnership Grant.

3. Purpose of Proposed Legislation
Resolution accepts and appropriates the 2009 fiscal year HOME grant from the Department of Housing and Urban Development and authorizes the County Executive to enter into Agreement with participating agencies.

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
Resolution will provide $2,393,392 in federal funding to proceed with County and Town Affordable housing programs.

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

8. Proposed Source of Funding
100% Federal Department of Housing and Urban Development.

9. Timing of Impact
June, 2009

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Joseph T. Sanseverino Community Development Director	Joseph T. Sanseverino	5/4/09

SCIN FORM 175b (10/95)

U.S. Department of Housing and Urban Development
New York State Office
Jacob K. Javits Federal Building
26 Federal Plaza
New York, New York 10278-0068
http://www.hud.gov/local/nyn/

1440

March 18, 2009

Honorable Steve Levy
County Executive
County of Suffolk
100 Veterans Memorial Highway
P.O. Box 6500
Hauppauge, New York 11788

Dear County Executive Levy:

SUBJECT: Annual Action Plan (2009)
Suffolk County, New York

We are pleased to notify you that the County of Suffolk's Annual Action Plan Submission for Federal Fiscal Year 2009 has been approved.

The grant award letter and grant agreements for the County's 2009 CDBG, HOME and ESG Programs will be sent under separate cover.

In closing, we wish to thank you and the staff of the County's Office of Community Development for your efforts in successfully preparing this submission. We look forward to working with the County in carrying out its housing and community development strategy in the coming year.

If you have any questions, please feel free to contact me at (212) 542-7137 or Ms. Lucille Velez of the Office of Community Planning and Development at (212) 542-7425.

Sincerely,

JoAnna Aniello
Deputy Regional Director
Region II

cc: Joseph Sanseverino
Community Development Director

NY-FY09 Allocations

NAME	CDBG FY2009	HOME FY2009	ESG FY2009
BABYLON TOWN	$1,273,643	$753,693	$0
HUNTINGTON TOWN	$893,544	$0	$0
ISLIP TOWN	$2,032,561	$915,885	$90,098
SUFFOLK COUNTY	$3,654,373	$2,393,392	$162,055

1440

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Intro. Res. No. -2009 Laid on Table 5/12/09

Introduced by the Presiding Officer ON Request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING A LEASE FOR CONTINUED USE OF COUNTY FACILITIES AT POLICE HEADQUARTERS IN YAPHANK BY NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

WHEREAS, from time to time, the County partners with various divisions and departments of federal and State government agencies to afford the best resources for fostering government programs and providing services; and

WHEREAS, such partnering has been proposed regarding New York State's comprehensive crime-fighting program, OPERATION IMPACT, to focus on gun crime and enhancing the utilization of crime analysis in local crime fighting strategies; and

WHEREAS, the intelligence produced will serve as a highly effective tool for tactical, operational and strategic planning, as well as the efficient deployment of assigned personnel; and

WHEREAS, the ability to work hand-in-hand with the State Division of Criminal Justice Services would facilitate this goal; now, therefore, be it

RESOLVED, that the County Executive be and hereby is authorized to execute a lease with New York State Division of Criminal Justice Services, for use of approximately 240 square feet of County space located in Police Headquarters, 30 Yaphank Avenue, Yaphank, NY, 11980 for the purpose of enhancing public safety and improving criminal justice; 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1441

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2009, AUTHORIZING A LEASE FOR CONTINUED USE OF COUNTY FACILITIES AT POLICE HEADQUARTERS IN YAPHANK BY NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

3. Purpose of Proposed Legislation

SAME AS ABOVE – 240 SQUARE FEET AT POLICE HEADQUARTERS

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:

NONE

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		May 5, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1441

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

1442

Intro. Res. No. - 2009 Laid on Table 5/12/09

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING THE EXTENSION OF THE LEASE OF PREMISES LOCATED AT 124 SILLS ROAD, YAPHANK, NY FOR USE BY THE DEPARTMENT OF HEALTH SERVICES-ENVIRONMENTAL QUALITY

WHEREAS, the Department of Health Services-Environmental Quality has operated a depot at 124 Sills Road, Yaphank and is desirous of remaining in that location; and

WHEREAS, the County entered into a Lease with the Deer Park-based landlord DCVM Realty, which expired on October 4, 2008; and

WHEREAS, the County utilizes this facility for the storage of vehicles, equipment and supplies associated with the operations for which the Department is charged; and

WHEREAS, the landlord has expressed its willingness to improve the facility as requested by the County at this location and agreed to extend the lease through October 4, 2018; and

WHEREAS, the Space Management Steering Committee recommended the approval of this lease on October 16, 2008; and

WHEREAS, sufficient funds are included in the 2009 Operating Budget for lease payments to be made in connection with the premises; now, therefore, be it

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

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a ten (10) year Lease in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

3rd RESOLVED, annual rent for the Premises shall be $80,000, as of October 5, 2008, which will increase by three (3) percent per year for the following nine (9) years.

DATED:

_____

County Executive of Suffolk County
Date of Approval:

SECOND AGREEMENT OF LEASE

between

DCVM Realty

as LESSOR

and

COUNTY OF SUFFOLK

as COUNTY

Dated for Reference Purposes as of: February 15, 2009

Premises: 124 Sills Road, Yaphank, New York 11788

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SECOND AGREEMENT OF LEASE

THIS SECOND AGREEMENT OF LEASE (" Second Lease") dated for reference purposes as of the 15 day of December, 2008, between DCVM Realty, a corporation, organized and existing under the laws of the State of New York, with an address at 899 Long Island Avenue, Deer Park, NY 11729 ("LESSOR"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 ("COUNTY"), acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980.

W I T N E S S E T H:

SECTION 1. DESCRIPTION

Section 1.01 LESSOR currently leases a building comprised of approximately 10,000 square feet of building space and related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Second Lease, located on approximately 6.5 acres at 124 Sills Road, Yaphank, New York, and by this Second Lease the LESSOR and the COUNTY agree to extend the lease term in accordance with the terms hereinafter provided. The property is further identified as:

S.C. Tax Map No.	Dist.	Sect.	Blk	Lot
	0200	739.00	01.00	06

The building and related facilities, property improvements, permanent installations, and the land on which the building is sited hereinafter are collectively referred to as the "Premises."

SECTION 2. PURPOSE

Section 2.01 The parties acknowledge that COUNTY is a municipal corporation and is entering into and executing this Second Lease by virtue of the authority of Suffolk County Resolution No. ____ - 2009, dated the ____ day of _____, 2009 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that LESSOR has examined the Resolution and is fully aware of its intended purpose. COUNTY acknowledges and agrees to use the Premises as specified in the Resolution for the Department of Health, Environmental Quality, or other lawful municipal purpose.

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

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

SECTION 3. TERM

Section 3.01 The term of this Second Lease and COUNTY's obligation to pay rent shall be deemed to have commenced on October 5, 2008. (the "Commencement Date"). The "Term" of this Second Lease shall expire on October 4, 2018 (the "Expiration Date"), or on such earlier date as this Second Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a "Business Day," defined below, then this Second Lease shall end on the next Business Day.

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

SECTION 4. RENT

Section 4.01 "Annual Base Rent" for the Premises for the first year of the Term shall be $80,000.00 per year, beginning on the Commencement Date.

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

Section 4.03 [Omitted].

Section 4.04 [Omitted]

Section 4.05 The sum of the amounts set forth in *Sections 4.01 and 4.02*, "Total Annual Rent" for the Premises, for the first year of the Term shall be $80,000.00 per year, payable by the COUNTY to DCVM Realty, at LESSOR's address first set forth above, or at such other place designated by LESSOR in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, except, however, the first monthly payment shall be payable within thirty (30) days of the COUNTY's receipt of a signed voucher, in accordance with *Section 4.06* below. Partial months shall be prorated. The Total Annual Rent for the Term of the Second Lease shall be as follows:

Total Annual Rent for the Premises

Year 1	$80,000.00	Year 6	$92,742.00
Year 2	$82,400.00	Year 7	$95,524.00
Year 3	$84,872.00	Year 8	$98,390.00
Year 4	$87,418.00	Year 9	$101,342.00
Year 5	$90,041.00	Year 10	$104,382.00

Section 4.06 LESSOR recognizes that COUNTY is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and

proceedings of said municipality require that the payment of Total Annual Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LESSOR submit vouchers provided by COUNTY for the payment of Total Annual Rent hereinabove provided, and any other reasonable documentation as may be required by COUNTY for payment of Expenses, as defined in *Section 4.07*, or other charges under the terms of this Second Lease. LESSOR hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by COUNTY's Department of Audit and Control within one hundred eighty (180) days of incurring the cost or expense relating to the request for payment. COUNTY agrees to deliver vouchers to LESSOR at least ten (10) Business Days after a request from LESSOR for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days of the cost or expense being incurred shall constitute grounds for the COUNTY to deny payment for the same. If COUNTY fails to deliver the vouchers as required hereunder, then LESSOR shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LESSOR to submit such undelivered voucher to COUNTY shall not prevent or constitute a condition to LESSOR's ability to exercise its rights pursuant to **Section 23**. Once completed by LESSOR, LESSOR shall submit the vouchers to COUNTY. By submitting completed vouchers for Total Annual Rent, LESSOR shall have satisfied its obligation to request payment of Total Annual Rent hereunder for the entire calendar year.

Section 4.07 Any sums, charges, fees, expenses, or amounts to be paid by COUNTY pursuant to the provisions of this Second Lease, other than Total Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by COUNTY to LESSOR, as additional rent, within ninety (90) days after LESSOR gives COUNTY written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by COUNTY, for the amount of such Expense, unless otherwise provided in this Second Lease, except that any Expense submitted for the payment of "Real Estate Taxes," defined at *Section 5.01*shall be payable within sixty (60) days after LESSOR has given COUNTY written notice that such payment is due, together with a voucher and supporting documentation.

SECTION 5. REAL ESTATE TAXES

Section 5.01 TENANT shall pay all Real Estate Taxes assessed, levied or imposed upon the Premises or any improvements thereon as currently exist or as may hereafter be constructed upon the Premises for the benefit of TENANT. The term "Real Estate Taxes" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against the LESSOR or any owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, or capital levy that is or may be imposed upon LESSOR.

Section 5.02 LESSOR shall promptly deliver to the COUNTY a true and complete copy of each bill, statement or assessment received by it from any taxing authority with respect to any Real

Estate Taxes payable by COUNTY hereunder or which would become a lien on the premises if not paid.

Section 5.03 If TENANT fails to pay any taxes and assessments when due, TENANT shall be deemed in default in payment of rent, and LANDLORD shall be entitled with respect to the collection thereof, to any and all remedies to which LANDLORD is entitled hereunder, in the event of a default in the payment of rent.

Section 5.04 Any Real Estate Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time either before the Commencement Date or after the Expiration Date, shall be adjusted between LESSOR and COUNTY so that COUNTY shall pay only that portion of such Real Estate Taxes allocable to the portion of such fiscal period which coincides with the Term, and LESSOR shall pay the remainder thereof.

Section 5.05 COUNTY, at its own cost and expense, upon not less than thirty (30) days prior written notice to LESSOR, and provided LESSOR has not already done so, shall have the right, but not the obligation, to contest or review by legal proceedings, any Real Estate Taxes imposed upon or against the Premises. In the event that such Real Estate Taxes assessments, water rates, or other charges shall, as a result of such proceedings, whether instituted by LESSOR, its proxy, or COUNTY, be reduced, cancelled, set aside or to any extent discharged, COUNTY shall pay its share of the amount that shall be finally assessed or imposed against the Premises or be adjudicated to be due and payable on such disputed or contested claims, and shall receive any refund on such charges previously paid by COUNTY. In the event LESSOR brings such legal proceedings, any amount refunded to COUNTY may be reduced by the actual and customary costs and expenses incurred by LESSOR in instituting the successful proceeding.

Section 5.06 In the event that COUNTY or LESSOR shall protest or contest any Real Estate Taxes, the contesting party shall provide the other with copies of any application, petition or other papers and pleadings related to such protest or contest. The non-contesting party, at its own cost and expense, may retain co-counsel, attend all hearings and proceedings, present evidence and arguments, and generally participate in any such protest or contest of Real Estate Taxes. In the event either LESSOR or COUNTY shall protest or contest any Real Estate Taxes, the other shall cooperate with all reasonable requests of the party initiating the protest or contest with regard to the prosecution of the protest or contest.

SECTION 6. UTILITIES

Section 6.01 Provided COUNTY is not in default under any of the covenants of this First Extension, LESSOR shall provide during "Working Hours" (Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturdays from 7:00 a.m. to 1:00 p.m., holidays excepted: (a) water for ordinary lavatory purposes; and (b) air conditioning/cooling at reasonable temperatures, pressures and degrees of humidity and in reasonable volumes and velocities at suitable locations will be furnish during Working Hours when it may be required for the comfortable use and occupancy of the Premises by COUNTY.

Section 6.02 All costs, fees, and charges related to utility services directly metered and contracted for by COUNTY during the Term, together with any taxes thereon, shall be a COUNTY charge and shall be paid by COUNTY directly to the applicable utility company. All

other utilities and services shall be paid as indicated on the LANDLORD-TENANT RESPONSIBILITIES SHEET, attached hereto as **Exhibit A**.

Section 6.03 The responsibilities of the parties to the First Extension are indicated on **Exhibit A**.

SECTION 7. [Omitted]

SECTION 8. **CONDITION OF PREMISES – LESSOR'S WORK**

Section 8.01 LESSOR and COUNTY acknowledge and agree that COUNTY has previously used and occupied the Premises for a continuous period and, except for the work to be provided by LESSOR expressly under the terms hereof, COUNTY hereby accepts the Premises in their "as is" condition.

Section 8.02 LESSOR hereby agrees to perform work described in **Exhibit B** ("LESSOR's Work"), attached hereto and made a part hereof, for COUNTY's continued occupancy and in accordance with any Plans and Specifications, and Work Schedule agreed to by LESSOR and the Department. LESSOR further represents that the construction, reconstruction, renovation, and any preparation or work required to prepare the Premises for occupancy in accordance with the terms of this First Extension will be in a good and workmanlike manner.

Section 8.03 LESSOR agrees that the Premises and any construction, reconstruction, or renovation of the Premises shall comply with the Americans with Disability Act, and any local and state codes; notwithstanding the foregoing, it is agreed that LESOR shall have no obligation to update the compliance of the Premises if under applicable law the Premises may remain in its current state. If the standards and guidelines conflict, the more stringent code requirements shall be followed. It is further agreed that any heating, ventilating, and/or air conditioning systems provided in connection with any new construction of the Premises shall conform to the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards.

Section 8.04 [Intentionally Omitted]

Section 8.05 Upon completion of LESSOR's Work, LESSOR and the Department shall jointly inspect the completed work for the purpose of identifying any Punch List Items to be performed. The performance of Punch List Items shall be commenced and thereafter diligently pursued to completion by LESSOR within ten (10) days of its receipt of a letter and description of the Punch List Items

Section 8.06 if the Punch List Items can reasonably be completed within thirty (30) days of its receipt of the written Punch List Items and in the event LESSOR fails to complete the Punch List Items within such thirty (30) days (or if LESSOR fails to diligently pursuant the completion of a Punch List Item that cannot be reasonably completed within such thirty (30) day period), COUNTY shall be entitled to complete the Punch List Items upon providing LESSOR five (5) business days written notice of its intent to cure the Punch List Items. In the event that COUNTY completes the Punch List Items in accordance herewith, COUNTY may recover from LESSOR the actual costs of completing the same. In addition to the actual costs incurred by COUNTY in connection with completing the Punch List Items, COUNTY may also recover from LESSOR damages, in the amount of five percent (5%) of the actual cost incurred, for the administrative costs incurred in connection with curing the Punch List Items.

Section 8.07 COUNTY agrees that LESSOR shall not be required to perform any additional work or furnish any additional materials to prepare the Premises for COUNTY's occupancy other than that which is set forth in **Exhibit B** and COUNTY shall accept the Premises in their condition and state of repair and construction.

Section 8.08 During the Term of this First Extension, LESSOR shall provide any and all necessary exterminating, fumigating, or treatment for a rodent, vermin or insect infestation reported by the COUNTY, or discovered by LESSOR, unless such infestation results from COUNTY's misuse or negligence, in which case such extermination, fumigation or treatment shall be at COUNTY's sole cost and expense. Such extermination, fumigation, or treatment to be performed by a New York State Environmental Conservation certified applicator subject to the provisions of Chapter 380 of the Suffolk County Code.

Section 8.09 COUNTY agrees that LESSOR shall not be required to perform any additional work or furnish any additional materials to prepare the Premises for COUNTY's occupancy except as set forth in **Exhibit B**, and COUNTY shall accept the Premises in their condition and state of repair and construction, excepting "Latent Defects," defined below, as of the date of Commencement. For purposes of this First Extension, "Latent Defects" means defects in the construction of the Premises which COUNTY could not reasonably be expected to discover in its inspection of the Premises.

Section 8.10 LESSOR shall cure Latent Defects within sixty (60) days of receipt of a letter from COUNTY identifying the Latent Defects; provided, however, that such sixty-day (60) period shall be extended to the extent of any delays in LESSOR's completion thereof due to or resulting from the actions of the COUNTY.

SECTION 9. INTENTIONALLY OMITTED

SECTION 10. CONFORMITY TO PLANS AND SPECIFICATIONS

Section 10.01 Occupancy of the Premises by the COUNTY shall not relieve LESSOR in any respect from full compliance at all times with the Approved Final Plans and Specifications. It is further understood and agreed that any installation not in conformity with the Approved Final Plans and Specifications shall be immediately corrected by the LESSOR at LESSOR's sole cost and expense. In the event LESSOR shall, after notice in writing from the COUNTY requiring the LESSOR to comply with the requirements of this section in regard to a specified condition, fail, refuse or neglect to remedy such conditions, the COUNTY may terminate this Second Lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the COUNTY may have, withhold rent due and bring the Premises into conformity with the Approved Final Plans and Specifications at its own cost including County Administrative Costs of ten percent (10%) of the actual costs incurred in performing the work, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

SECTION 11. PREVAILING WAGE

Section 11.01 LESSOR's Work constitutes a public works contract under Article 8 of the Labor Law. LESSOR acknowledges and agrees to comply with the prevailing wage requirements for all of LESSOR's Work in connection with the construction and preparation of the entire Premises

(interior and exterior), including, but not limited to, the building, land, parking lot, and all other portions of the Premises in accordance with the Approved Final Plans and Specifications.

Section 11.02 No person performing, aiding in, or assisting in LESSOR's Work shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. The wages to be paid shall not be less than the prevailing rate of wages and supplements as set forth by law.

Section 11.03 LESSOR, its contractors, and subcontractors shall file transcripts of original payrolls for the performance of all of LESSOR's Work under this Second 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. LESSOR, 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 performance of LESSOR's Work, to ensure that LESSOR, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to the LESSOR, its contractors and/or subcontractors prior to the inspection.

Section 11.04 LESSOR agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the performance of LESSOR's Work stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in Lease R-938 between the County of Suffolk and the LESSOR; (ii) said contractors and subcontractors shall file transcripts of original payrolls for all work performed in connection with the construction and preparation of the Premises and performance of LESSOR's Work under this Second 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) LESSOR, 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 performance of LESSOR's Work to ensure that the LESSOR, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to the LESSOR, its contractors and/or subcontractors prior to the inspection.

Section 11.05 During the performance of LESSOR's Work, LESSOR shall maintain at the job site, and with the 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 11.06 During the performance of LESSOR's Work, LESSOR shall provide to the 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 the 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, prior to payments being made by the COUNTY.

SECTION 12. APPRENTICE TRAINING PROGRAMS

Section 12.01 If the total cost of LESSOR's Work, as defined at *Section 9.02(v)*, is in excess of

$250,000.00, LESSOR agrees that this Second Lease, with respect to LESSOR's Work, is subject to Chapter 552 of the Suffolk County Code, and although Chapter 552 may not be applicable to LESSOR's Work, LESSOR agrees that, in connection with LESSOR's Work, LESSOR, LESSOR's contractors, and all subcontractors shall participate in registered and approved apprentice training programs. LESSOR and its contractors shall provide evidence of participation in approved apprentice training programs that are appropriate for the type and scope of work to be performed under this Second Lease.

Section 12.02 After execution of this Second Lease, and at least ten (10) working days prior to the commencement of any of LESSOR's Work performed pursuant to this Second Lease, LESSOR and its contractors shall provide affidavits attesting to participation in the appropriate, approved apprentice training programs.

Section 12.03 LESSOR or LESSOR's contractor shall also submit an affidavit of participating in an approved apprentice-training program from each subcontractor performing any aspect of LESSOR's Work. The COUNTY will provide affidavit forms.

SECTION 13. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

Section 13.01 This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, LESSOR 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. LESSOR 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 14. RENT ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY

Section 14.01 If the Commissioner of the Department or his or her designee reasonably determines that there was a violation by LESSOR, his contractors, subcontractors, employees or agents of the Prevailing Wage requirement, the Apprentice Training Program requirement, the Living Wage requirement; or the Lawful Hiring of Employees Law under this Second Lease, and LESSOR fails to cure the violation within thirty (30) days of LESSOR's receipt of written notice of such violation, at COUNTY's election, it may: (1) terminate the Second Lease, if such breach occurs prior to occupation of the Premises by COUNTY; or (2) accept damages either in the sum of $500.00 per day for each day that prevailing wages or living wages were not paid, or in an amount equal to the wages determined to have been underpaid, and/or the monetary equivalent of the apprenticeship training not provided, whichever amount is greater.

Section 14.02 In the event LESSOR agrees to pay damages in the sum of $500.00 per day for each day that prevailing wages or living wages are not paid, LESSOR shall pay the amount owed as damages, as set forth therein, within forty-five (45) days after receipt by LESSOR of a written statement as to the amounts owed. In the event LESSOR does not remit the total amount owed as damages described herein within the requisite time, COUNTY may withhold any outstanding amounts from the first following monthly installment of Total Annual Rent, subject to the

limitation that, in no event shall the amount withheld in any month exceed 10% of monthly installment of Total Annual Rent. In the event that COUNTY is limited from withholding the entire amount owed in one month, under this *Section 14.02*, COUNTY may continue to withhold up to 10% of the monthly installment of Total Annual Rent from each next succeeding monthly installment, until the total amount of damages accruing as a result of a violation under *Section 11.01* are recouped from LESSOR. No deduction from rent pursuant to this clause shall constitute a default by the COUNTY under this Second Lease. This remedy is not exclusive and is in addition to any other remedies which may be available under this Second Lease or at Law.

Section 14.03 Prior to making a determination as set forth in *Section 14.01*, the Commissioner of the Department shall provide to LESSOR a written notice of the action being considered and the basis therefore, together with reasonable documentation evidencing such violation(s). LESSOR shall have a period of ten (10) calendar days after receipt of such notice to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The Commissioner of Public Works may, upon good cause shown, determine to deduct less than the above amounts from payments. In the event LESSOR proves it is compliant with such requirements, COUNTY shall promptly reimburse LESSOR for all reasonable costs incurred by LESSOR in proving same.

SECTION 15. INTENTIONALLY OMITTED

SECTION 16. EFFECT OF ACCEPTANCE AND OCCUPANCY

Section 16.01 Neither the COUNTY's acceptance of the Premises for occupancy, nor the COUNTY's occupancy thereof, shall be construed either as a waiver of any requirement of or right of the COUNTY under this Second Lease, or as otherwise prejudicing the COUNTY with respect to any such requirement or right.

SECTION 17. CARE AND REPAIR OF PREMISES BY COUNTY

Section 17.01 During the Term of this Second Lease, and subject to the provisions of **Section 19**, COUNTY shall make and be responsible for, at COUNTY's sole cost and expense, all repairs and replacements relating to the Premises which are not caused by or due to a Latent Defect, and in accordance with the **Exhibit A**, and those repairs and/or replacements which are made necessary by: (1) the performance of any "Alterations," defined in *Section 18.01*, made by COUNTY; (2) the negligent use or operation of COUNTY's property or fixtures; (3) the moving of COUNTY's property or fixtures in, out or about the Premises; (4) the negligence or misuse of the Premises by COUNTY or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of COUNTY shall be at least equal in quality and design to the original construction of the Premises.

SECTION 18. ALTERATIONS

Section 18.01 COUNTY shall have the right, during the term of this Second Lease, to make any "Alterations," meaning any alterations, installations, improvements, additions, or renovations to the Premises or any part or portion thereof, with notice to, but without the prior consent of, LESSOR which are non-structural and do not affect interior and exterior walls, the foundation or roof of the building and which do not affect or pertain to any plumbing, electrical, heating,

ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively "Building Systems"). COUNTY may make Alterations that are structural or affect the interior and exterior walls, foundation or roof of the building, or affect or pertain to any Building Systems, with the prior written consent of LESSOR, which consent shall not be unreasonably withheld or delayed. In the event LESSOR does not provide a written objection to the proposed Alterations within fifteen (15) Business Days of receipt of the County's written request to perform such Alterations, then LESSOR shall be deemed to have approved the Alteration.

COUNTY shall deliver to LESSOR a copy of the final plans and specifications showing the actual construction for all Alterations. LESSOR shall have the right, but not the obligation, to review and supervise any Alterations performed at the Premises.

Section 18.02 All Alterations and LESSOR's Work, excluding COUNTY's trade fixtures, moveable office furniture, and moveable equipment, installed in the Premises, either by COUNTY or by LESSOR on COUNTY's behalf, shall become the property of LESSOR and shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the Second Lease. In the event this lease terminates prior to the expiration date, COUNTY acknowledges and agrees that it shall remove exposed telephone, data and computer wiring and cabling to the ceiling and/or walls, at its sole expense. Nothing in this Section shall be construed to give LESSOR title to, or to authorize LESSOR to prevent COUNTY's removal of trade fixtures, moveable office furniture and equipment.

SECTION 19. CARE OF PREMISES BY LESSOR

Section 19.01 The Premises, as a whole, shall be properly constructed and will be delivered to the COUNTY in good condition. Subject to the provisions of **Section 17**, LESSOR shall maintain and promptly repair the Premises, including the building, Building Systems and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Second Lease, to keep same in good repair and condition, and in accordance with general industry practice in the operation of such a building, so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, water, access and other things to the Premises, without reasonably preventable or recurring disruption, as is required for the COUNTY's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Second Lease, at LESSOR's sole cost and expense.

Section 19.02 Subject to Excusable Delays, and in the absence of gross negligence on the part of the County, LESSOR guarantees that the Premises shall continually have heat, electricity, air conditioning, and plumbing available for use by the COUNTY. It is hereby understood and agreed that the heating and air condition systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, solely at LESSOR's expense. If any existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, LESSOR shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures.

Section 19.03 LESSOR shall have a building superintendent or a locally designated representative available to promptly correct deficiencies and keep the COUNTY notified of the name of that person or persons as well as with all contact information.

Section 19.04 In addition to the LESSOR's obligations under *Section 19.01*, and subject to the provisions of **Section** 17, LESSOR shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to COUNTY, as follows:

(i) to the exterior water, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping; it being specifically understood that in no event shall LESSOR be liable for failure of any service provided by an independent utility provider;
(ii) made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind, or Acts of God, contents excepted;
(iii) landscaping and general maintenance of landscaped areas of the Premises;
(iv) snow removal on all parking lots and walkways of the Premises;
(v) **[intentionally omitted]**; and
(vi) to all items designated as LESSOR responsibility as shown in **Exhibit A**.

Section 19.05 COUNTY shall give to LESSOR prompt written notice (notice by fax or e-mail being acceptable) of any accidents or damage to or defects in, the roof, the exterior of the building, plumbing, electrical service, electrical lights, or HVAC apparatus. Absent negligence by the County, these defects shall be remedied by LESSOR in a reasonably timely fashion.

Section 19.06 LESSOR agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Premises caused by the negligence or willful misconduct of LESSOR, and LESSOR's employees, agents, contractors, and subcontractors. COUNTY shall notify LESSOR of the need for any such repair or replacement promptly after COUNTY becomes aware of the need for the same.

Section 19.07 LESSOR shall provide timely maintenance testing and inspection of all Premises and building equipment and systems in accordance with applicable codes, and inspection certificates must be displayed as required by law, including annual testing and maintenance of all fire extinguishers and periodic balancing of the HVAC system.

Section 19.08 [Intentionally omitted].

Section 19.09 [Intentionally Omitted]

SECTION 20. INSURANCE

Section 20.01 [Intentionally Omitted]

Section 20.02 LESSOR assumes all risks in the construction of the Premises and shall defend, indemnify, and hold harmless the COUNTY, its officials, employees, servants, and agents from and against all liabilities, fines, penalties, actions, demands, losses, claims, costs, judgments, damages, liens, encumbrances, costs, and expenses, including reasonable attorneys' fees, during the time of construction up to the time of Delivery of the entire Premises.

Section 20.03 **During the Term of this Second Lease:** COUNTY shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LESSOR or, in the event COUNTY is requested in writing by LESSOR, LESSOR's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than Two Million

Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage, and shall furnish LESSOR with proof of same. This insurance is to be excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

Section 20.04 In the event that a lease is for less than 100% of the building, the COUNTY shall only provide liability insurance, naming the landlord as an additional insured, for the area which it leases. The LESSOR is required to provide liability insurance, naming the COUNTY as an additional insured, for all common areas or any other areas of the building not leased to the COUNTY. LESSOR shall likewise provide liability insurance for all exterior areas of the premises such as parking areas and walkways, regardless of whether the areas are designated for the COUNTY's use including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

Section 20.05 Notwithstanding the foregoing, however, COUNTY, at its sole option, subject to COUNTY being in full compliance with all applicable New York State, local and federal regulations regarding COUNTY's self-insurance program and subject to COUNTY's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, COUNTY must notify LESSOR of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

Section 20.06 In the event the property is transferred by LESSOR, the Transferee shall immediately provide the Department with the required proof of insurance in accordance with this **Section 20**.

SECTION 21. INDEMNIFICATION

Section 21.01 LESSOR shall indemnify and hold harmless the COUNTY from and against all claims, costs (including reasonable attorneys' fees), losses, and liabilities of whatsoever nature arising out of any intentional acts, omissions or negligence of the LESSOR, its officers, agents, servants, employees, contractors or subcontracts in connection with the Premises and its obligations under the Second Lease; provided, however, that LESSOR shall not indemnify for that portion of any claim, loss or damage arising under this Second Lease due to the negligent act or failure to act of the COUNTY. LESSOR, at its own cost and expense, and throughout the term of this Second Lease, shall procure and keep in full force and effect Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage, in accordance with the provisions of *Section 20.01(b)-(e)*.

SECTION 22. FIRE AND CASUALTY DAMAGE

Section 22.01 If either the entire Premises, or more than 50% of the Premises is destroyed by fire or other casualty, and cannot be fully restored within one (1) year, this Second Lease will immediately terminate. In case of partial destruction or damage in an amount less that 50% of the Premises, so as to render the entire Premises untenantable, as reasonably determined by either LESSOR or the COUNTY, and LESSOR is unable to guarantee the full restoration of the Premises within six (6) months from the date of such partial destruction or damage, either party may terminate the Second Lease by giving written notice to the other party within sixty (60)

calendar days of the fire or other casualty; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage;

Section 22.02 As long as the COUNTY is deprived of the use of any or all of the Premises on account of fire or casualty, Total Annual Rent shall be abated in proportion to the usable area of the Premises that are rendered substantially unfit for occupancy by such fire or casualty, unless, in the COUNTY's sole judgment, such fire or casualty renders the undamaged part of the Premises materially unsuitable for use by the COUNTY for the uses contemplated by this Second Lease, in which event the Total Annual Rent shall be abated entirely during such period of deprivation.

Section 22.03 Unless LESSOR or COUNTY shall serve a termination notice as provided for in *Sections 22.01*, LESSOR shall work diligently to make all repairs and restorations to the Premises, with all reasonable expedition, subject to delays due to adjustment of insurance claims and Excusable Delays. After any such casualty, COUNTY shall cooperate with LESSOR's restoration by removing from the Premises as promptly as reasonably possible any of COUNTY's salvageable inventory and movable equipment, furniture, and other property as requested by LESSOR.

Section 22.04 The parties agree that this **Section 22** constitutes an express agreement governing any case of damage or destruction of the Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force shall have no applicability.

Section 22.05 All risk of loss from fire or any other peril causing damage or destruction to the Premises or any other real or personal property of LESSOR during the Term shall be borne by LESSOR. Any property insurance policy(s) obtained by LESSOR to cover this exposure shall contain a Waiver of Subrogation against COUNTY. Current proof of insurance indicating that such waiver is in full force must be submitted by LESSOR to COUNTY prior to the Commencement Date. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of COUNTY located on the Premises shall be borne by COUNTY, and COUNTY waives any right of subrogation against LESSOR with respect to such losses.

SECTION 23. INTENTIONALL OMITTED

SECTION 24. NEGATIVE COVENANTS

Section 24.01 COUNTY shall not use, occupy, maintain, or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant, or condition of this Second Lease, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (e) cause physical damage to the Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

Section 24.02 COUNTY shall not place a load upon any floor or roof of the Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

SECTION 25. LESSOR'S DEFAULT REMEDIES/DAMAGES

Section 25.01 Upon the occurrence, at any time prior to, or during the Term of the Second Lease, in addition to any other remedy available to LESSOR at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

(i) if COUNTY shall default in the payment when due of any installment of Total Annual Rent, and any such default continues for twenty (20) Business Days, except for January of each calendar year, then if such default in January continues beyond twenty-five (25) Business Days, after LESSOR shall give COUNTY a written notice specifying such default; or

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

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

Section 25.02 By notice to COUNTY, LESSOR shall have the right to terminate this Second Lease as of a date specified in the notice of termination and in such case, COUNTY's rights, including any based on any option to renew, to the possession and use of the Premises shall end absolutely as of the termination date; and this Second Lease shall also terminate in all respects except for the provisions hereof regarding LESSOR's damages and COUNTY's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 25.03 Unless and until LESSOR has terminated this Second Lease pursuant to *Section 25.02* above, COUNTY shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Second Lease throughout the remainder of the Term to the early termination date.

Section 25.04 LESSOR may enforce and protect the rights of LESSOR hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including,

without limitation, injunctive relief, and for recovery of all moneys due or to become due from COUNTY under any of the provisions of this Second Lease.

Section 25.05 Without limiting the generality of the foregoing, if COUNTY shall be in default in the performance of any of its obligations hereunder, other than a default in the payment of rent or in curing an emergency situation, LESSOR, upon second written notice to COUNTY, providing COUNTY with ten (10) additional days to cure or remedy the default, may (but shall not be obligated to do so), in addition to any other rights it may have in law or in equity, cure such default on behalf of COUNTY, and COUNTY shall reimburse LESSOR upon demand for any sums paid or costs incurred by LESSOR in curing such default.

Section 25.06 LESSOR shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of COUNTY's obligations hereunder and the recovery of the Premises. No right or remedy herein conferred upon or reserved to LESSOR 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. LESSOR shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Second Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Second Lease.

Section 25.07 No delay or forbearance by LESSOR in exercising any right or remedy hereunder, or LESSOR's undertaking or performing any act or matter which is not expressly required to be undertaken by LESSOR shall be construed, respectively, to be a waiver of LESSOR's rights or to represent any agreement by LESSOR to undertake or perform such act or matter thereafter. Waiver by LESSOR of any breach by COUNTY of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LESSOR) or failure by LESSOR to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LESSOR's right to have any such covenant or condition duly performed or observed by COUNTY, or of LESSOR's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LESSOR in respect of such breach or any subsequent breach. LESSOR's receipt and acceptance of any payment from COUNTY which is tendered not in conformity with the provisions of this Second Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LESSOR to recover any payments then owing by COUNTY which are not paid in full, or act as a bar to the termination of this Second Lease and the recovery of the Premises because of COUNTY's previous default.

Section 25.08 COUNTY hereby expressly waives for itself and any person claiming through or under COUNTY, any and all rights of redemption granted by or under any present or future laws in the event of COUNTY being evicted or dispossessed for any cause, or in the event of LESSOR's obtaining possession of the Premises, by reason of the violation by COUNTY of any of the covenants and conditions of this Second Lease or otherwise.

Section 25.09 Except for the monetary obligations of either party, LESSOR and COUNTY shall not be in default of this Second Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Excusable Delays, except as may otherwise be expressly specified in this Second Lease.

SECTION 26. COUNTY'S DEFAULT REMEDIES AND DAMAGES

Section 26.01 Each of the following shall constitute a default by LESSOR under this Second Lease: (1) failure to maintain, repair, operate, or service the Premises as and when specified in this Second Lease, provided such failure shall remain uncured for a period of thirty (30) days next following LESSOR's receipt of written notice thereof from the COUNTY, unless such failure is of such a nature that, notwithstanding the best efforts of LESSOR, it cannot be completely cured or remedied within said period of thirty (30) days, in which event, such failure shall not constitute a default by LESSOR so long as LESSOR thereafter diligently continues it efforts to cure or remedy the same; or (2) repeated and unexcused failure by LESSOR to comply with one or more requirements of this Second Lease shall constitute a default notwithstanding that one or all such failures may have been timely cured.

Section 26.02 With respect to any default of this Second Lease by LESSOR described in *Section 26.01* which is not timely cured or remedied, whether or not economic damage is caused to COUNTY, COUNTY shall send a second written notice to LESSOR, providing LESSOR with ten (10) additional days to cure or remedy the default. Such second notice shall expressly state in bold letters that LESSOR's failure to cure such default within said ten (10) additional day period shall result in a penalty being assessed against LESSOR under *Section 26.02* of this Second Lease. LESSOR agrees to pay $500.00 in damages, per day, for the period of time such breach continues to exist after the expiration of the ten (10) days. The foregoing penalty shall not apply in the event (and so long as) LESSOR, in good faith, is disputing the existence of any such alleged default.

Section 26.03 If a default under this **Section 26** continues after the expiration of all notice and cure periods provided for herein, COUNTY may, by written notice to LESSOR, terminate this Second Lease, and if so terminated, COUNTY shall be entitled to damages available under this Second Lease, and any other remedy available to COUNTY in law or equity.

Section 26.04 The COUNTY shall have all of its common law, equitable, and statutory rights of set-off, subject to the further provisions of this Second Lease, including, without limitation. These rights shall include the COUNTY's option to withhold, for the purposes of set-off, any moneys due to LESSOR under this Second Lease up to any amounts due and owing to the COUNTY with regard to this Second Lease and/or any other lease or contract with any County department or agency, including any lease or contract for a term commencing prior to the term of this Second Lease, plus any amounts due and owing to the COUNTY for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The COUNTY shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney. Notwithstanding anything to the contrary contained herein, in no event shall the amount set-off and withheld by the COUNTY in any particular month exceed seven and one-half percent (7.5%) of the next monthly installment of Total Annual Rent due and payable under this Second Lease. In the event that COUNTY is limited from withholding the entire amount owed in one month, COUNTY may continue to withhold monies from each next succeeding monthly installment of Total Annual Rent (subject to the above limitation) until the total expenses of the COUNTY are recouped from LESSOR. No deduction from rent in the amount permitted pursuant to this clause shall constitute a default by COUNTY under this Second Lease.

Section 26.05 The rights and remedies of COUNTY specified hereunder are not exclusive, but are in addition to any other rights and remedies provided by law or equity or otherwise available under this Second Lease. COUNTY may enforce and protect the rights of COUNTY hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from LESSOR under any of the provisions of this Second Lease.

SECTION 27. FAILURE IN PERFORMANCE

Section 27.01 The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Second Lease are interdependent. In the event of any failure by the LESSOR to provide any service, utility, maintenance, repair or replacement required under this Second Lease, COUNTY may, subject to the notice requirement set forth in *Section 27.02* below, by contract or otherwise, perform the requirement and provide LESSOR with a written invoice containing the resulting cost to the COUNTY, including an administrative fee in accordance with the provisions of *Section 27.03*. In the event LESSOR does not remit payment of such invoice to COUNTY within thirty (30) days of LESSOR's receipt of such invoice, then COUNTY may deduct such amount from any payment due under this Second Lease, subject to the limitations set forth in *Section 27.03* below. If the COUNTY elects to perform any such requirement, the COUNTY and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the LESSOR shall afford and facilitate such access. No deduction from Total Annual Rent pursuant to this clause shall constitute a default by COUNTY under this Second Lease. These remedies are not exclusive, but are in addition to any other remedies which may be available under this Second Lease or at law.

Section 27.02 If LESSOR shall fail to perform any of its obligations under this Second Lease, COUNTY may perform the same at the expense of LESSOR (i) immediately (a) after forty-eight (48) hours written notice in the case of an "Emergency," as defined below; (b) after seven (7) days written notice if such failure unreasonably interferes with the efficient operation of the Premises; (c) after seven (7) days written notice if such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance and (ii) in any other case if such failure continues after ten (10) days from the date of the giving of written notice of COUNTY's intention to perform the same or, in the case of a failure which, for causes beyond the LESSOR's reasonable control cannot with reasonable diligence be cured within such 10-day period, such 10-day period shall be deemed extended if the LESSOR immediately upon the receipt of such notice, (a) advises the other of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same.

An "Emergency" means any situation where the Department, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or the COUNTY's ability to utilize the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

Section 27.03 If COUNTY performs any of LESSOR's obligations under this Second Lease, LESSOR shall pay COUNTY the costs thereof, together with an administrative fee equal to 5% of such costs, within sixty (60) days after receipt by LESSOR of a written statement as to the amounts of such costs and fee. In the event LESSOR does not remit the total amount of the costs and fee described herein within the requisite time, COUNTY may withhold such amount from the next monthly installment of Total Annual Rent, subject to the limitation that, in no event shall the amount withheld in any month exceed 7.5% of the next monthly installment of Total Annual Rent. In the event that COUNTY is limited from withholding the entire amount owed, COUNTY may continue to withhold monies from each next succeeding monthly installment of Total Annual Rent until the total expenses of the COUNTY and administrative fee are recouped from LESSOR. No deduction from rent pursuant to this clause shall constitute a default by the COUNTY under this Second Lease. This remedy is not exclusive and is in addition to any other remedies that may be available under this Second Lease or at Law.

Section 27.04 In the event that there is an interruption, curtailment or failure by LESSOR to supply cooled or outside air, heat, elevator, plumbing or electricity for ten (10) consecutive business days after LESSOR has received written notice of such interruption, curtailment or failure (except that, with respect to plumbing or electricity, this *Section 27.04* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of a failure by LESSOR to comply with its repair or maintenance obligations regarding such systems as and to the extent required under this lease), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LESSOR, (b) the Premises has been placed in a condition where a reasonable COUNTY could not reasonably be expected to continue to use the Premises as a Health Center, and (c) LESSOR has either not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute an actual or constructive eviction, in whole or in part, and COUNTY shall be entitled to a pro rata abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored.

Section 27.05 No delay or forbearance by COUNTY in exercising any right or remedy hereunder, or COUNTY's undertaking or performing any act or matter which is not expressly required to be undertaken by COUNTY shall be construed, respectively, to be a waiver of COUNTY's rights or to represent any agreement by COUNTY to undertake or perform such act or matter thereafter. Waiver by COUNTY of any breach by LESSOR of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by COUNTY) or failure by COUNTY to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of COUNTY's right to have any such covenant or condition duly performed or observed by LESSOR, or of COUNTY's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of COUNTY in respect of such breach or any subsequent breach. COUNTY's receipt and acceptance of any payment from LESSOR which is tendered not in conformity with the provisions of this Second Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of COUNTY to recover any payments then owing by LESSOR which are not paid in full, or act as a bar to the termination of this Second Lease.

SECTION 28. LESSOR'S RIGHT TO INSPECT AND REPAIR; ACCESS GENERALLY

Section 28.01 In addition to the provisions set forth at *Section 32.01* of this Second Lease, LESSOR may, but shall not be obligated to, enter the Premises at any reasonable time, on reasonable written notice to COUNTY (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Premises, as necessary or desirable. LESSOR shall not be required to notify COUNTY in connection with any entry into the Premises during normal business hours for purposes of LESSOR's obligations under this Second Lease to maintain or repair the Premises, or to perform scheduled cleaning. LESSOR shall provide telephonic notice at least one hour prior to entering the Premises during non-business hours or to provide unscheduled cleaning services. Notwithstanding anything to the contrary contained in this Section, LESSOR shall use reasonable efforts in its access of the Premises to cause a minimal amount of interference with COUNTY's use of the Premises.

SECTION 29. SURRENDER OF PREMISES; HOLDOVER

Section 29.01 This Second Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LESSOR or the COUNTY to terminate the same and that continued occupancy of the Premises by the Lessee after the expiration of said term shall not operate to renew the Second Lease for said term or any part thereof.

Section 29.02 On the Expiration Date, or upon the earlier termination of this Second Lease, COUNTY shall, at its expense, quit, surrender, vacate, and deliver the Premises to LESSOR in good order, condition and repair, ordinary wear and tear and damage for which COUNTY is not responsible under the terms of the Second Lease, or damage by the elements, fire or other casualty beyond COUNTY's reasonable control excepted, together with all improvements therein. COUNTY shall, at its expense, remove from the Premises all COUNTY's personal property and any personal property of Persons claiming by, through or under COUNTY, equipment, furniture, and any Alterations not approved by LESSOR, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal. Any COUNTY's personal property or Alterations of COUNTY, which shall remain in the Premises after the termination of this Second Lease, shall be deemed to have been abandoned and either may be retained by LESSOR as its property or may be stored or disposed of as LESSOR may see fit. If property not so removed shall be sold, LESSOR may receive and retain the proceeds of such sale and apply the same, at LESSOR's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which LESSOR may be entitled. Any excess proceeds shall be the property of LESSOR.

Section 29.02 THE COUNTY reserves the absolute right to remain in possession of the Premises after the expiration of the Second Lease Term, or any extension or renewal thereof, on a month to month basis, for a period not to exceed six (6) months. In the event of such holding over by the COUNTY without the execution of a new lease, COUNTY, subject to all of the other terms of this Second Lease, shall be and remain liable to the LESSOR for rent for the Premises at the monthly rate required of the COUNTY during the immediate preceding term prior to the beginning of the holdover period, plus the applicable escalation provided for in *Section 4.02* of this Second Lease; provided, however, that if the last rental amount during the immediate preceding term prior to the beginning of the holdover period included a fixed amount for

Construction Costs, the holdover rent shall be reduced by the amount of the monthly Construction Cost.

Section 29.03 If, after the six (6) months the COUNTY continues to occupy the Premises as a hold over, the monthly rate shall increase to one hundred five percent (105%) of the monthly rent last payable by COUNTY under *Section 29.02*, above.

Section 29.04 The provisions of this **Section 29** shall survive the expiration or earlier termination of this Second Lease.

SECTION 30. NOTICES

Section 30.01 **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Second Lease shall be in writing and shall be given to the COUNTY or LESSOR or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to COUNTY, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with copies to the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LESSOR, at LESSOR's address first above set forth, with a copy to @, Attention: @, Esq., or at such other address as COUNTY or LESSOR, respectively, may designate in writing.

Section 30.02 **Notices Relating to Termination and/or Litigation:** In the event LESSOR 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 Second Lease, LESSOR shall immediately deliver to the County Attorney, at the address set forth above, copies of all papers filed by or against LESSOR.

a. Any communication or notice regarding termination shall be in writing and shall be given to the COUNTY or the LESSOR or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on COUNTY must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

b. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 30.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 31. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

Section 31.01 COUNTY agrees that this Second Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect present or subsequent subordination of this lease. COUNTY agrees, however, within fifteen (15) Business Days next following the Suffolk County Attorney's Office receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this Second Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Premises, and to any water, sewer or access easement necessary or desirable to serve the Premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the COUNTY under this Second Lease, subject to the conditions stated in *Section 31.05*.

Section 31.02 No such subordination, to either existing or future mortgages, deed of trust or other lien or security instrument shall operate to affect adversely any right of the COUNTY under this Second Lease so long as the COUNTY is not in default under this Second Lease. LESSOR will include in any future mortgage, deed of trust or other security instrument to which this Second Lease becomes subordinate, or in a separate nondisturbance agreement on such lender's standard form, a provision to the foregoing effect. LESSSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deed of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the COUNTY promptly upon demand.

Section 31.03 In the event of any sale of the Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the COUNTY will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LESSOR under this Second Lease, so as to establish direct privity of estate and contract between COUNTY and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Second Lease had initially been entered into between such purchasers or transferees and the COUNTY; provided, further, that such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Second Lease, or other writings, as shall be necessary to document the foregoing relationship.

Section 31.04 Within twenty (20) days next following the COUNTY's receipt of a joint written request from LESSOR and a prospective lender of purchaser of the Premises, the County Attorney's Office shall execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in *Section 31.05*, and, if such is the case, that (1) the Second Lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

Section 31.05 Letters issued pursuant to *Section 31.04* are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of the COUNTY's Second Lease file as of the date of issuance; (2) that the COUNTY shall not be held liable because of any defect in or condition of the Premises; (3) that the COUNTY does not warrant or represent that the Premises comply with applicable Federal, State and local law; and (4) that the LESSOR, and each

prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and by inquiry to appropriate Federal, State, and local government officials.

SECTION 32. ASSIGNMENT AND SUBLETTING

Section 32.01 Except as otherwise provided in this **Section 32**, COUNTY shall not assign this Second Lease or sublet all or any portion of the Premises without the consent of LESSOR. COUNTY may sublet any part of the Premises with the consent of LESSOR, which consent shall not be unreasonably withheld or delayed, but shall not be relieved from any obligation under this Second Lease by reason of any such subletting. Any assignment of this Second Lease by COUNTY shall be subject to prior written consent of LESSOR, which shall not be unreasonably withheld or delayed.

Section 32.02 LESSOR shall not unreasonably withhold, delay, or condition its consent in the event such sublease meets the following conditions: (a) no default or event of default has occurred that is continuing beyond any applicable notice and grace periods set forth herein; (b) the sublessee assumes all of the obligations of this Second Lease, to the extent applicable to the portion of the Premises so sublet; (c) COUNTY promptly furnishes LESSOR with an executed copy of the sublease or other agreement pursuant to which such sublessee shall agree to observe and perform, and to be bound by all of the terms, covenants and conditions of this Second Lease on COUNTY's part to be observed and performed; (d) the proposed sublessee is a reputable "Person," defined below, of good character, as reasonably determined by LESSOR, and LESSOR has been furnished with reasonable evidence thereof; (e) the proposed sublessee has a long term, senior, unsecured debt rating from the Rating Agencies at least equivalent to "A" (or its equivalent); and (f) the proposed sublessee shall not be (1) entitled directly or indirectly, to diplomatic or sovereign immunity, unless effectively waived to LESSOR's reasonable satisfaction, and shall be subject to service of process in, and the jurisdiction of the courts of the State of New York, or (2) any foreign government or multi-national organization (or agency, department or division thereof).

For purposes of this Second Lease, the term "Person" means a natural person, a partnership, a limited liability company, a corporation, and any other form of business or legal association or entity.

Section 32.03 If at any time or from time to time during the term of this Second Lease, COUNTY desires to assign this Second Lease or sublet all or any part of the Premises, COUNTY shall give notice to LESSOR of such desire, including the name, address and contact party for the proposed assignee or subtenant, a description of such party's business history, the effective date of the proposed assignment or sublease (including the proposed occupancy date by the proposed assignee or sublessee), and in the instance of a proposed sublease, the square footage to be subleased, a floor plan drawn to scale depicting the proposed sublease area, and a statement of the duration of the proposed sublease (which shall in any and all events expire by its terms at least one day prior to the scheduled expiration of this Second Lease, and immediately upon any sooner termination thereof and such other information as LESSOR may reasonably require). LESSOR may, at its option, and in its sole and absolute discretion, exercisable by notice given to COUNTY within thirty (30) days next following LESSOR's receipt of COUNTY's notice (which notice from COUNTY shall, as a condition of its effectiveness, include all of the above-enumerated information), elect to recapture the entire Premises for the remainder of the Term if COUNTY is proposing to assign this Second Lease or only such portion for such term as is

proposed by COUNTY to be sublet (and in each case, the parking spaces included in this demise, or a pro-rate portion thereof in the instance of the recapture of less than all of the Premises), and terminate this Second Lease with respect to the space and term being recaptured.

Section 32.04 If LESSOR elects to recapture the Premises or a portion thereof as aforesaid, then with respect to the space and term being recaptured from and after the effective date thereof as approved by LESSOR, after COUNTY shall have fully performed such obligations as are enumerated herein to be performed by COUNTY in connection with such recapture, and except as to obligations and liabilities accrued and unperformed (and any other obligations expressly stated in this Second Lease to survive the expiration or sooner termination of this Second Lease), COUNTY shall be released of and from all obligations hereunder thereafter otherwise accruing with respect to the portion of the Premises and for the term being recaptured. Such portion of the Premises which LESSOR shall have elected to recapture shall be delivered by COUNTY to LESSOR free and clear of all furniture, furnishings, personal property and removable fixtures, with COUNTY repairing and restoring any and all damage to the Premises resulting from the installation, handling or removal thereof, and otherwise in the same condition as COUNTY is, by the terms of this Second Lease, required to redeliver the Premises to LESSOR upon the expiration or sooner termination of this Second Lease. In the event of a sublease of less than all of the Premises, the cost of erecting any demising walls, entrances and entrance corridors, and any other or further improvements in connection therewith, including without limitation, modifications, if any, to HVAC, electrical, plumbing, fire, life safety and security systems painting, wallpapering and other finish items as may be acceptable to or specified by LESSOR shall be paid by COUNTY. All of the foregoing improvements shall be made in accordance with applicable legal requirements and LESSOR's then standard base building specifications and shall be performed by LESSOR's contractors. Upon the commencement of any recapture and partial termination of this Second Lease as provided herein, the Total Annual Rent, COUNTY's share of Real Estate Taxes and other monetary obligations hereunder shall be adjusted and pro-rated based upon the reduced rentable square footage of the unrecaptured portion of the Premises. From and after any recapture for less than the full remainder Term of the Second Lease, LESSOR, at LESSOR's sole cost and expense, shall deliver possession of the Premises in the condition received from COUNTY at the commencement of the recapture, and the Total Annual Rent and other monetary obligations hereunder shall resume and remain in full force and effect until the expiration or sooner termination of this Second Lease.

Section 32.05 If LESSOR provides written notification to COUNTY electing not to recapture the Premises (or so much thereof as COUNTY had proposed to sublease), or if the time period within which LESSOR may exercise its right of recapture under *Section 32.03* has expired, then COUNTY may proceed to market the designated space and may complete such transaction and execute an assignment of this Second Lease or a sublease agreement (in each case in form acceptable to LESSOR) within a period of six (6) months next following LESSOR's notice to COUNTY that it declines to recapture such space or expiration of the time period within which LESSOR must exercise its right to recapture under *Section 32.03*, provided that COUNTY shall have first obtained in any such case the prior written consent of the LESSOR to such transaction. If, however, COUNTY shall not have assigned this Second Lease or sublet the Premises with LESSOR's prior written consent as aforesaid within six (6) months next following LESSOR's notice to COUNTY that LESSOR declines to recapture the Premises (or such portion thereof as COUNTY initially sought to sublease), then in such event, COUNTY shall again be required to request LESSOR's consent to the proposed transaction, whereupon LESSOR's right to recapture the Premises (or such portion as COUNTY shall desire to sublease) shall be renewed upon the same terms and as otherwise provided in *Section 32.03* above.

Section 32.06 Any sums or other economic consideration received by COUNTY as a result of any subletting, assignment or license whether denominated rentals under the sublease or otherwise, which exceed, in the aggregate, the total sums which COUNTY is obligated to pay LESSOR under this Second Lease (prorated to reflect obligations allocable to that portion of the Premises subject to such sublease or assignment) shall be divided evenly between LESSOR and COUNTY, with LESSOR's portion being payable to LESSOR as additional rental under this Second Lease without satisfying or reducing any other obligations of COUNTY hereunder.

Section 32.07 Regardless of LESSOR's consent, no assignment shall release COUNTY of COUNTY's obligations or alter the primary liability of COUNTY to pay the Total Annual Rent and to perform all other obligations to be performed by COUNTY hereunder. The acceptance of rent by LESSOR from any other person shall not be deemed to be a waiver by LESSOR of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of COUNTY or any successor of COUNTY in the performance of any of the terms hereof, LESSOR may proceed directly against COUNTY without the necessity of exhausting remedies against such assignee or successor.

Section 32.08 In the event that (i) the Premises or any part thereof are sublet and COUNTY is in default under this Second Lease, or (ii) this Second Lease is assigned by COUNTY, then, LESSOR may collect Total Annual Rent from the assignee or subtenant and apply the net amount collected to the Total Annual Rent herein reserved; but no such collection shall be deemed a waiver of the provisions of this **Section 32** with respect to assignment and subletting, or the acceptance of such assignee or subtenant as "tenant" hereunder, or a release of COUNTY from further performance of the covenants herein contained.

Section 32.09 COUNTY shall have no claim, and hereby waives the right to any claim, against LESSOR for money damages by reason of any refusal, withholding or delaying by LESSOR of any consent, and in such event, COUNTY's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any such requirement.

SECTION 33. LESSOR'S RIGHT TO SHOW PREMISES

Section 33.01 LESSOR may show the Premises to prospective purchasers and mortgagees, and during the eighteen (18) months prior to the expiration of this Second Lease, to prospective tenants, during "Business Hours," as that term is defined below, upon reasonable notice to COUNTY or by other special arrangement between LESSOR and COUNTY.

For the purposes of this Second Lease, the term "Business Hours" means from 8:30 a.m. to 5:30 p.m. during Business Days.

SECTION 34. EMINENT DOMAIN

Section 34.01 If there shall be a total taking, a partial taking of more than fifty percent (50%), or a "Constructive Total Taking," as defined below, of the Premises in condemnation proceedings or by any right of eminent domain, this Second Lease and the Term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession by the condemning authority. In the event of a taking which is less than a Constructive Total Taking: (i) the Term and estate hereby granted with respect to the taken part of the Premises shall forthwith cease and terminate

as of the date of taking of possession by the condemning authority and the Total Annual Rent shall be appropriately abated for the period from such date to the date specified in this Second Lease for the expiration of the Term and (ii) LESSOR shall with reasonable diligence restore the remaining portion of the Premises as nearly as practicable to its condition prior to such condemnation or taking. "Constructive Total Taking" shall mean a taking of such scope that, upon the COUNTY's reasonable determination, the untaken part of the Premises would be uneconomic to operate or which would significantly interfere with COUNTY's business operations at the Premises. In the event of a partial taking of less than 15% of the Premises, this Second Lease shall continue in force and effect, and Total Annual Rent shall be apportioned as to the percentage of space still remaining subsequent to such taking; and (ii) LESSOR shall with reasonable diligence, and if reasonably possible, restore the remaining portion of the Premises as nearly as practicable to its condition prior to such condemnation or taking at no cost to COUNTY.

Section 34.02 In the event (1) LESSOR cannot restore the Premises for COUNTY's use within fifteen (15) months following receipt of notice of vesting of title; or (2) the part of the Premises so acquired is more than fifteen percent (15%) of the total area of the Premises immediately prior to such acquisition or condemnation and, after such taking, LESSOR and COUNTY agree that the Premises is no longer suitable for COUNTY's use, either party may give to the other party, within sixty (60) days next following the date upon which COUNTY shall have received notice of vesting of title, a sixty (60) days notice of termination of this Second Lease and the Term shall come to an end and expire upon the expiration of said sixty (60) days with the same effect as if that were the date hereinbefore set for the expiration of the Term, and the Total Annual Rent hereunder shall be apportioned as of such date.

Section 34.03 (i) The term "Net Award" shall mean: (a) all amounts payable as a result of any condemnation or other eminent domain proceeding, less all reasonable expenses for such proceeding not otherwise paid by COUNTY (including, without limitation, all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by LESSOR and any mortgagee in participating in any condemnation or eminent domain proceedings; plus (b) all amounts payable pursuant to any agreement with any condemning authority (which agreement shall be deemed to be a taking) which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Premises or COUNTY's access thereto or utilities or facilities serving the Premises, less all expenses incurred as a result thereof not otherwise paid by COUNTY including, without limitation, all costs and expenses (including reasonable attorneys' fees and expenses) incurred by LESSOR or any mortgagee in participating in any condemnation or eminent domain proceedings.

(ii) If a part or all of the Premises shall be taken or condemned, the Net Award shall go to LESSOR and COUNTY shall have no claim thereto (but COUNTY may file a separate claim for any taking of fixtures and improvements owned by COUNTY which have not become LESSOR's property, business interruption, and for moving expenses, provided the same shall in no way affect or diminish LESSOR's award). COUNTY hereby expressly waives, relinquishes and release to LESSOR any claim for damages or other compensation to which COUNTY might otherwise be entitled because of any such taking or limitation of the leasehold estate hereby created, and irrevocably assigns and transfers to LESSOR any right to compensation of all or a part of the Premises or the leasehold estate.

Section 34.04 Notwithstanding the foregoing, if all or any portion of the Premises shall be condemned or taken for governmental occupancy for a limited period of time, this Second Lease

shall continue in full force and effect (without any abatement of the Rent) and COUNTY shall be entitled to receive the entire Net Award therefore (whether paid as damages, rent or otherwise) unless the period of governmental occupancy extends beyond the expiration of this Second Lease, in which case LESSOR shall be entitled to such part of such Net Award as shall be properly allocable to the cost of restoration of the Premises, and the balance of such Net Award shall be apportioned between LESSOR and COUNTY as of the date of such expiration. If the termination of such governmental occupancy is prior to expiration of this Second Lease, COUNTY shall restore the Premises as nearly as possible to its condition prior to the condemnation or taking.

SECTION 35. ENVIRONMENTAL RESPONSIBILITIES

Section 35.01 COUNTY shall not use or suffer the use of all or any part of the Premises to treat, generate, store, dispose of, transfer, release, convey or recover any "Hazardous Substances," as that term is defined below. COUNTY shall immediately notify LESSOR of the presence or suspected presence of any Hazardous Substance on or about the Premises and shall deliver to LESSOR any notice received by COUNTY with respect to any Hazardous Substance relating thereto.

For purposes of this Second Lease, the term "Hazardous Substance" means (i) asbestos and any asbestos containing material and any substance that is listed in, or otherwise classified pursuant to any "Environmental Laws," as that term is defined below, or any applicable laws or regulations as "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity", (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, and medical waste. "Hazardous Substance" shall not include normal cleaning and personal household products being used in their intended manner and otherwise in a manner that is in compliance with Environmental Laws.

"Environmental Laws" means any and all present and future federal, state, and local laws, ordinances, rules, regulations, decisions, and standards relating to protection of human health and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et.seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et.seq. ("RCRA"); the Occupational Safety and Health Act) 29 U.S.C. 651 et.seq. ("OSHA"). Environmental Laws shall also include, but are not limited to, any requirements relating to underground storage tanks, the storage and use of gasoline, diesel fuel, waste oil or other petroleum products.

Section 35.02 Subject to the provisions of *Section 35.04*, COUNTY, at its expense, shall comply with all Environmental Laws applicable to the Premises and shall give LESSOR prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. LESSOR shall cooperate with COUNTY's efforts hereunder.

Section 35.03 LESSOR represents and warrants that to LESSOR's actual knowledge, the Premises has not been used for the generation, treatment, storage, or disposal of hazardous waste,

and LESSOR certifies that, to LESSOR's actual knowledge, the Premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards.

Section 35.04 Except to the extent the same are the obligations of COUNTY under the Second Lease, LESSOR shall comply with all Environmental Laws affecting or related to its use or ownership of the Premises, including but not limited to, the construction or demolition of any improvement thereon, and shall give COUNTY prompt notice of any lack of compliance with any of the foregoing of which it obtains knowledge and of any notice it receives of the alleged non-compliance with Environmental Laws. COUNTY shall cooperate with LESSOR's efforts hereunder; provided, however, that COUNTY shall not be required to incur any out of pocket costs in so doing. LESSOR shall indemnify COUNTY against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed by reason of, or arising out of LESSOR's failure to fully and promptly comply with the provisions of this Section.

Section 35.05 With respect to the existence of any Hazardous Substance which COUNTY has caused or created, COUNTY shall defend, indemnify, and hold harmless LESSOR and its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release, or threatened release of any Hazardous Substance which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substance; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substance; and/or (d) any violation of Environmental Laws, or any policies or requirements of LESSOR which are based upon or in any way related to such Hazardous Substance, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

Section 35.06 The provisions of this **Section 35** shall survive the expiration or earlier termination of this Second Lease.

SECTION 36. SIGNAGE

Section 36.01 If requested, by the COUNTY, LESSOR shall erect and maintain a sign, in conformance with local requirements, located on the exterior of the Premises, during the term of this Second Lease. LESSOR shall take all reasonable steps necessary to obtain any permits or local approvals required for same. Any additional signage which may be requested by COUNTY shall be erected and maintained by LESSOR at COUNTY's sole cost and expense.

SECTION 37. QUIET ENJOYMENT

Section 37.01 LESSOR covenants that if and so long as COUNTY pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, COUNTY shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the provisions of this Second Lease.

SECTION 38. NO IMPLIED WAIVER

Section 38.01 No failure or delay by either party to insist upon the strict performance of any provision of this Second Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

SECTION 39. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 39.01 The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit C** and made a part hereof.

SECTION 40. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 40.01 In addition to the requirements set forth under **Exhibit C (1)**, LESSOR represents and warrants that it shall submit to COUNTY verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342. An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6.

Section 40.02 LESSOR acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Second Lease, for which COUNTY shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Total Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LESSOR has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that COUNTY has failed to provide the requisite forms to be completed by LESSOR upon LESSOR's request for same. In any event, COUNTY agrees to provide LESSOR with written notice of any anticipated or actual breach of this **Section 40**. Current, completed Statements are annexed hereto as **Exhibit C** for filing with the Clerk of the Legislature, and the Suffolk County Comptroller. LESSOR shall file further revised Statements whenever there is a change in any information set forth therein or annually, as required.

Section 40.03 LESSOR agrees to notify COUNTY in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, COUNTY shall have the right to cancel this Second Lease upon three (3) months notice to LESSOR from the date of COUNTY's discovery of such transfer or conveyance, unless the consent of the COUNTY to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the COUNTY by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as COUNTY may designate in writing. The failure of the COUNTY to object to such proposed transfer by notice

delivered either personally or by nationally recognized overnight courier to LESSOR within ten (10) business days of receipt of such application shall constitute consent on the part of the COUNTY.

Section 41. COOPERATION ON CLAIMS

Section 41.01 Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Second Lease.

SECTION 42. MISCELLANEOUS

Section 42.01 Neither LESSOR nor COUNTY shall be permitted to record this Second Lease or a memorandum thereof.

Section 42.02 Time is and shall be of the essence with respect to this Second Lease and occupancy on the date specified is of the essence of this Second Lease to the COUNTY.

Section 42.03 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Second Lease unless specified to the contrary.

SECTION 43. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 43.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the COUNTY and LESSOR or to constitute the LESSOR as an agent or employee of the COUNTY.

SECTION 44. BROKER

Section 44.01 LESSOR hereby represents and warrants that no broker brought about this Second Lease and LESSOR hereby agrees to indemnify and hold the COUNTY harmless against any claim, demand and judgment which may be made or obtained against the COUNTY by any broker claiming a commission for bringing about this Lease. COUNTY shall forthwith notify LESSOR of any such claim, demand or legal action and LESSOR shall be entitled to defend the COUNTY against any such claim, demand or legal action.

SECTION 45. CERTIFICATION

Section 45.01 The parties to this Second Lease hereby certify that, other than the funds provided in this Second Lease and other valid agreements with the COUNTY, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Second Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Second Lease.

SECTION 46. NOT IN DEFAULT

Section 46.01 LESSOR warrants that, as of the date hereof, it is not in arrears to the COUNTY upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the COUNTY.

SECTION 47. GOVERNING LAW

Section 47.01 This Second Lease shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

SECTION 48. WAIVER OF TRIAL BY JURY

Section 48.01 It is mutually agreed by and between LESSOR and COUNTY that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Second Lease, the relationship of LESSOR and COUNTY, the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

SECTION 49. CIVIL ACTIONS

Section 49.01 LESSOR represents that it shall not use any of the moneys received under this Second Lease, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

SECTION 509. SUCCESSORS BOUND

Section 50.01 This Second Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 51. COUNTY REPRESENTATIVES

Section 51.01 It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the COUNTY are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that LESSOR shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 52. INDEPENDENT CONTRACTOR

Section 52.01 It is expressly agreed that LESSOR's status hereunder is that of an independent contractor. Neither the LESSOR, nor any person hired by LESSOR shall be considered employees of the County for any purpose.

SECTION 53. EXECUTION BY LESSOR

Section 53.01 When the LESSOR is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit C** of this Second Lease. The Second Lease must be signed with the partnership name, followed by the name of the partner signing the Second Lease.

Section 53.02 Where the LESSOR is a corporation, the Second Lease must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the Second Lease on its behalf, and if requested by the COUNTY, the corporate seal.

Section 53.03 LESSOR warrants that its entry into this Second Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

SECTION 54. SUFFOLK COUNTY LAWS

Section 54.01 A copy of the local laws referenced herein can be reviewed online at http://www.co.suffolk.ny.us/legis/

SECTION 55. IDENTIFICATION NUMBER

Section 55.01 All invoices or vouchers submitted to the County for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such umbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 56. PARAGRAPH HEADINGS

Section 56.01 The paragraph headings in this Second Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Second Lease or any of its provisions.

SECTION 57. SEVERABILITY

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

SECTION 58. ENTIRE AGREEMENT

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

SECTION 59. NO ORAL CHANGES

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

SECTION 60. INTERPRETATION

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

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

LESSOR

@

By: _____
Name:
Title:
Date: _____

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI

Suffolk County Attorney
By: _____
BASIA DEREN BRADDISH
Title: Assistant County Attorney
Date: _____

COUNTY

COUNTY OF SUFFOLK

By: _____
Name:
Title: Deputy County Executive and Chief of Staff
Date: _____

RECOMMENDED
SPACE MANAGEMENT STEERING COMMITTEE
By: _____
Name:
Title: Chairperson
Date: _____

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

_____
Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2009 before me, the undersigned, personally appeared _____. *Deputy County Executive*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A

Summary of Landlord-Tenant Responsibilities – Rev 5/08

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

ITEM	LANDLORD	COUNTY
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL		X
A) CLEAN OCCUPIED SPACE & SUPPLY SOAP & PAPER PRODUCTS IN OCCUPIED SPACE		X
B) CLEAN WINDOWS - INTERIOR		X
C) CLEAN WINDOWS – EXTERIOR, 1X/year		X
D) CLEAN DRAPES AND/OR BLINDS		X
E) SHAMPOO CARPETS AND WAX FLOORS (TWICE/YEAR)		X
F) TRASH REMOVAL – INTERIOR		X
7) CARTAGE		X
8) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS		X
9) GROUNDS MAINTENANCE		X
A) GRASS & LANDSCAPING MAINTENANCE		X
B) IRRIGATION OF GRASS & LANDSCAPING		X
C) PARKING FIELD		X
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL		X
10) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
11) INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLECT)	X	
12) GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
13) TAXES SEE PARAGRAPH IV ENTITLED "TAXES AND UTILITIES"		X
14) VERMIN AND RODENT EXTERMINATION	X	
15) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
16) FIRE AND SECURITY ALARM – MAINTENANCE AND REPAIR	X	
17) FRES CONNECTION – MAINTENANCE AND REPAIR	X	
18) FIRE EXTINGUISHERS	X	
19) FLAG POLE	N/A	

EXHIBIT B
LESSOR'S WORK

1. Repair fire and intrusion alarm systems
2. Repair HVAC unit(s) serving the middle and south offices on mezzanine. All filters for units to be replaced
3. All toilet exhaust fans to be replaced and ducted to the exterior
4. Mezzanine toilet leak to be repaired and any water damage from leaks to be repaired.
5. All ceiling tiles on the mezzanine need to be replaced and registers cleaned.
6. Mezzanine carpeting and vinyl tiles to be replaced.
7. All rooms to be repainted
8. Roof leaks need to be repaired or roof replaced, pending roof inspection.
9. Gutters and leaders to be repaired and/or replaced as required.
10. Install rubber treads or other non skid surface to stairways leading to mezzanine level.
11. Repair, reseal and re-stripe parking lot.
12. Repair paving around drywell covers as needed.
13. Repair all exterior lights to working order.
14. 5 Exterior duplex outlets – 110V requested for southwest corner of facility for outdoor storage of diesel trucks
15. Repair fence along northeast quadrant of property. Our Fence?
16. Repair hanging overhead utility wires and trim property line vegetation to ameliorate the problem Done
17. Address existing oil fill cap located on site. If tank remains, the tank and the cap must be properly abandoned or removed.

EXHIBIT C
SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration.

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

2. **Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. **Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract,

subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

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

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at *www.co.suffolk<http://www.co.suffolk.ny.us>. Click on "Laws of Suffolk County" under "Suffolk County Links."*

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1442

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2009, AUTHORIZING THE EXTENSION OF THE LEASE OF PREMISES LOCATED AT 124 SILLS ROAD, YAPHANK, NY FOR USE BY THE DEPARTMENT OF HEALTH SERVICES-ENVIRONMENTAL QUALITY

3. Purpose of Proposed Legislation

EXTEND CURRENT LEASE THROUGH 10/04/2018

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:

NONE- SUFFICIENT FUNDS INCLUDED IN 2009 ADOPTED BUDGET

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

3% yearly increase
5 year total: + $12,742

8. Proposed Source of Funding

2009 Adopted Budget

9. Timing of Impact

Upon Approval

10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		May 5, 2009

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1442

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

Intro. Res. No 1443-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of County Executive Steve Levy

RESOLUTION NO. , APPROVING THE REAPPOINTMENT OF NAYYAR IMAM AS A MEMBER OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION.

WHEREAS, the term of office of Nayyar Imam expired on May 31, 2006 and has been in holdover status, now therefore be it

RESOLVED, that the reappointment of Nayyar Imam as a member of the Suffolk County Human Rights Commission, to the position of Commissioner # 15, for a term of office expiring May 31, 2012, be and the same hereby is approved; said appointment having been made by the County Executive pursuant to the provisions of Chapter 89-4A of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Nayyar Imam

Coram, NY.1727
Tel: (631)
Fax: (631)
Cell: (631)

Education:

1984 – BS in Pharmacy from Arnold and Marie Schwartz College of Pharmacy, Brooklyn, NY.
1978 BS in Pharmacy from University of Sind, Pakistan.
1974- Bachelor's Degree in Physics from University of Sind, Pakistan.

Experience:

Consultant Pharmacist-

IGHL (Independent Group Home Living) from 1990-present
Mary Haven Centers of Hope from 1990-2004
AHRC from 1991-2004
Epilepsy Foundation 2002-present
F.R.E.E. Hauppauge 2006-present

Supervising Pharmacist / Owner –

Coram Drugs, Inc. Coram, NY. 1998-present.
Maple Pharmacy, Smithtown, NY. 1993- 1995
Port Jefferson Drugs, Port Jefferson, NY. 1990-1997

Staff Pharmacist-

Kantor Pharmacy, Hempstead, NY. 1987-1989
Wading River Pharmacy, Wading River NY. 1986-1987

Instructor for toxicology for Under Graduate Students at Arnold and Marie Schwartz College of Pharmacy, Brooklyn, NY. 1984-1985
Pharmacist in International Drug Information Center at Arnold and Marie College of Pharmacy, Brooklyn, NY. 1984- 1986

Affiliations :2006-present President elect Islamic Asoosiation of Long Island
2006-present Vice President CAIR, New York
2005-present Member Of The Board Of Directors Peconic Community Council
2005- present Membor of The Advisory Board to President SUNY at Stony Brook
2004-present Director Political Affairs CAIR,New York
2004-present Member of Board Of Directors Long Island Housing Services
2004-present Chairman Public Relations IslamicAssociation of Long Island.
2004-present Member Advisory Council Commissioner Social Services Suffolk County
2004-2005 Vice Chairman Board of Trustee Islamic Association of Long Island.
2003-present Member Advisory Board to CEO Stonybrook Hospital

2002-present Suffolk County Human Rights Commissioner
2001-present Chairman Anti Bias Task Force Brookhaven Town
2001- present member Anti Bias Task Force Suffolk County
2001-present Member Advisory Board Police Commissioner Suffolk County
2001-2003 President, Islamic Association of Long Island
2000-2001 President Elect, Islamic Association of Long Island.
1997-1998 Secretary, Islamic Association of Long Island.

1443

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

APPROVING THE REAPPOINTMENT OF NAYYAR IMAM AS A MEMBER OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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 HUMAN RIGHTS COMMISSION IS A NON-PAYING COMMISSION.

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

THERE IS NO FISCAL IMPACT; THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION IS NOT A PAYING COMMISSION.

8. Proposed Source of Funding

THERE IS NO PROPOSED FUNDING SOURCE

9. Timing of Impact

THERE IS NO TIMING OF IMPACT; HOWEVER THE RESOLUTION IS EFFECTIVE UPON ADOPTION.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Steve R. Tricarico County Executive Assistant		5/4/2009

Intro. Res. No 1444-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of County Executive Steve Levy

RESOLUTION NO. , APPROVING THE REAPPOINTMENT OF RACHEL DAVIS AS A MEMBER OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION.

WHEREAS, the term of office of Rachel Davis expired on May 31, 2006 and has been in holdover status, now therefore be it

RESOLVED, that the reappointment of Rachel Davis as a member of the Suffolk County Human Rights Commission, to the position of Commissioner # 12, for a term of office expiring May 31, 2012, be and the same hereby is approved; said appointment having been made by the County Executive pursuant to the provisions of Chapter 89-4A of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1444

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

APPROVING THE REAPPOINTMENT OF RACHEL DAVIS AS A MEMBER OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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 HUMAN RIGHTS COMMISSION IS A NON-PAYING COMMISSION.

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

THERE IS NO FISCAL IMPACT; THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION IS NOT A PAYING COMMISSION.

8. Proposed Source of Funding

THERE IS NO PROPOSED FUNDING SOURCE

9. Timing of Impact

THERE IS NO TIMING OF IMPACT; HOWEVER THE RESOLUTION IS EFFECTIVE UPON ADOPTION.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Steve R. Tricarico County Executive Assistant		5/4/2009

RACHEL LEE DAVIS

AMITYVILLE, NEW YORK

OBJECTIVE:

Continue to work smart, volunteering my abilities, time, talents, resources to enhance the growth and strengths of Suffolk County – making it the best place to live and enjoy life.

PROFILE:

- *Highly ambitious professional with 30 years of teaching experience building an excellent reputation for success while reaching out to others.*
- *Dedicated, loyal, committed with immeasurable vision, and clarity of purpose – all with the ability to inspire and motivate others.*
- *Lives life victoriously with a special toughness of mind, body and spirit – with discipline to maintain the highest of standards.*

EDUCATION:

- *Alcorn State University, Lorman, Mississippi – Bachelor of Science, Secondary Education Occupational Education and General Science.*
- *New York University, New York, New York – Master of Science, Secondary Education – Occupational Education.*
- *New York State Certification in General Science, Social Studies and Health Education.*
- *June 2001, appointed by Governor George Pataki as Trustee to the State University of New York at Old Westbury College, the Rev. Calvin Butts, III, President. Sponsored Special Events for Old Westbury College, State University of New York, College Foundation*
- *Committee Member of the Scholarship Academic Enrichment and fund raising*
- *Taste of Long Island*
- *Annual Polo Match..*
- *Strategic Planning Committee Member of Old Westbury College Foundation, Inc. .*
- *Initiated Project College - recruited and motivated over 200 students to seek affordable education at Suffolk Community College, State University of Farmingdale and State University at Old Westbury College.*

EXPERIENCE:

Mississippi Public Schools 1959-1970

- *Sweatman and MontgomeryVocational High Schools, Montgomery County; Occupational Education and Social Studies.*
- *J. J. Knox High School, Winona, Mississippi, Montgomery County; Occupational Education and Social Studies.*
- *Senior Class Advisor - 1959 -1970*

NewYork: Suffolk County Public Schools and College

- *Brentwood High School – 1970-1985, –Sonderling - Occupational Education (1970 -1985).*
- *Brentwood North Junior High and South Junior Schools, 1985-1995 - Occupational Education, Health - Social Studies.*
- *Suffolk Community College - 1985 – 1995, STEP Science Technology Entry Program.*

RELIGION:

Spiritual life is the source of strength and approach to living victoriously and positively.

- *Member, Holy Trinity Baptist Church in 1972-2000*
- *Chairperson of Church Property Research and Acquisition*
- *Committee; Women's Day Speaker for Inter-denominational events*
- *Administrative Assistant to the pastor*
- *; Consecrated Deaconess*
- *Advisor – Scholarship Committee*
- *Church Treasurer*
- *Member – Board of Trustees*
- *Chair – The Bernard W. Davis Memorial Scholarship Fund.*
- Former *Served as Judge for the Youth Division Oratorical Competition for the Eastern Baptist Association.*
- *Presently – a member of St. Mary's Episcopal Church, Amityville Village, New York.*

POLITICAL:

- *Twice, 1995 and 1997 - a candidate for the Suffolk County 15th District Legislature.*
- *President of the North Amityville Political Council*

VOLUNTARY PHILANTHROPY, COMMISSIONS, ORGANIZATIONS AND COMMUNITY SERVICES:

- *Hurricane Andrew – 1992, collected 2,000 pounds of school supplies for the children in Louisiana and Florida.*
- *Governor's New York State Women's Advisory Council; past member Suffolk County, Executive's African-Advisory Board; past vice chairperson of the Suffolk County Human Rights Commission appointed by Suffolk County*

Executive, Robert J. Gaffney, 1995; presently reappointed to the Human Rights Commission

- *North Amityville - Wyandanch Community Task Force against Hate Crime & Police Discrimination*
- *Diversity and Cultural Sensitivity Conference facilitator*
- *United Nation Human Rights Day of the Child Conference, New York City*
- *THE LINKS, INC. - President Emeritus of Eastern Shore Chapter; the chapter's Chair of Legislative Empowerment Linkage: resulted in the Links Eastern Area Conference winning highest honors in Buffalo, New York – June, 2001; North Atlantic 1st place International, in New York City, 2000; International Award – San Francisco, California – Uganda Children's Tour of Light, the AIDS Awareness Education Project and SOS Children's Project in, Africa, 2000.*
- *Co-founder and first President of Sigma Psi Omega, Alpha Kappa Alpha Sorority, Inc. and introduced the first Ivy Aka-Demy*
- *Chair of the Board of Sisters of St. Dominic, Benincasa Family and Children Services, Inc.*
- *Member of the NAACP's Central L.I. Branch*
- *Member of the Suffolk County Minority Healthcare Initiative*
- *Program Sponsor of the American Cancer Society; the Muscular Dystrophy Foundation; the Heart and Diabetes Association*
- *Vice Chair – the Witness Project, Long Island Breast Cancer in African American Women, L.I. Cancer Care – Stony Brook University.*
- *Past Associate Matron of Queen Esther Chapter, Order of the Eastern Star, Prince Hall Affiliate*
- *Officer and Member of 100 Black Women Suffolk County, Long Island*
- *Former member – Long Island Women's Agenda*

COMMUNITY FORUMS & CONFERENCES:

- *Economic Empowerment Conference*
- *Political Awareness Forums*
- *Think Tank workshops on local, state and national levels for educators and residents seeking recommitment to improve education in public schools.*

AWARDS:

- *Outstanding American Secondary Educator, 1974, American Educators' Association*
- *Outstanding Black Educator's Award, 1992, Long Island Black Educators*
- *Outstanding Community Award, 2000, Nassau-Suffolk Panhellenic Council, Long Island.*
- *Outstanding Woman in the Town of Babylon, Human Services, 1995.*
- *Outstanding Service in Education – Brentwood Board of Education, 1994*
- *Outstanding President of the Year, Alpha Kappa Sorority, 1992 -1993 and 1994-1995 for leadership. North Atlantic Regional Award*
- *North Amityville Democratic Committee Community Distinction*

- *Dr. Martin Luther King, Jr. Memorial Award for Meritorious Service, First Baptist Church of Riverhead.*
- *Paving the Way To Success Award, County Robert Gaffney & African American Advisory Board*
- *Community Education Award – Making A Difference, American Diabetes Association*
- *Partner in Preaching Award – Outstanding Community Service and leadership, Sisters of St. Dominic, Amityville, NY.*
- *The Frederick Douglas Memorial Award, Islip Chapter of the L.I. Council*
- *The 61st North Atlantic Conference Award, President of the Year, Alpha Kappa Alpha Sorority, Inc.*
- *Volunteer Beyond Excellent Award, 1999, Farmingdale State University.*

FAMILY:

- *Married to the Late Bernard W. Davis. One daughter, Iris*
- *One Son-in-law, Larry,*
- *Two grandchildren, Monica and Sharon*
- *Two goddaughters, Monica and Brittney,*
- *One godson, Curtlan.*

Intro. Res. No 1445-09 Laid on Table 5/12/09

Introduced by the Presiding Officer on request of County Executive Steve Levy

RESOLUTION NO. , APPROVING THE REAPPOINTMENT OF GARY MAR AS A MEMBER OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION.

WHEREAS, the term of office of Gary Mar expired on May 31, 2006 and has been in holdover status, now therefore be it

RESOLVED, that the reappointment of Gary Mar as a member of the Suffolk County Human Rights Commission, to the position of Commissioner # 11, for a term of office expiring May 31, 2012, be and the same hereby is approved; said appointment having been made by the County Executive pursuant to the provisions of Chapter 89-4A of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1445

Gary Ronald Mar
Curriculum Vitae

Associate Professor
Department of Philosophy, *internet:* www.sunysb.edu/philosophy Stony Brook, NY 11790
phone: (631) 632-7582 (office), 632-7570 (dept.), *fax*: 632-7522
email: gmar@notes.cc.sunysb.edu
Founder/Director, Philosophy Department Logic Lab
Founder/Director, Asian American Center Bridge, www.aac.sunysb.edu
245 Harriman Hall
SUNY at Stony Brook, NY 11794-3750

EDUCATION

Ph.D. Philosophy, University of California at Los Angeles, 1983.
C. Phil. Philosophy, University of California at Los Angeles, 1981.
M.A. Philosophy, University of California at Los Angeles, 1977.
B.S. Mathematics, University of California at Davis, 1974.
B.A. Philosophy, University of California at Davis, 1974.

Dissertation: *Liars, Truth-Gaps, and Truth: A Comparison of Formal and Philosophical Solutions to the Semantical Paradoxes.* Alonzo Church (Chair), Donald A. Martin, Donald Kalish, Herbert B. Enderton, and Tyler Burge.

PROFESSIONAL EXPERIENCE

Associate Professor, SUNY at Stony Brook, 1993-present.
Assistant Professor, SUNY at Stony Brook, 1987-1993.
Visiting Assistant Professor, University of California, Davis, 1987.

SELECTED HONORS AND AWARDS

One of 30 leaders nation-wide chosen to participate in the OCA/JACL (Organization of Chinese Americans/Japanese American Citizen's League) Leadership Workshop Washington, D.C., March 10-14, 2006.
City of New York Proclamation from City Council Member John Liu "for ... outstanding contributions t the community," Oct. 2005
Civil Advocacy Achievement Award from the Organization of Chinese Americans, Long Island, Oct. 2005
Appointed as Member of the Suffolk County Human Rights Commission, 2005-2008
Co-lead Graduate Seminar with Noam Chomsky, Dept. of Philosophy's Rotating Stars Program, Spring 2003.
Acknowledged by Charles B. Wang at the Wang Center Opening, Stony Brook University, Oct. 22, 2002, donation estimated $50 million.
Catalyst for the inclusion of Asian American philosophy in the American Philosophical Association Committee on the Status of Asian and Asian-American Philosophers and Philosophies, 2002.
Founder and First President, Asian American Faculty Staff Association, 2001.
Founder and Director of the Asian American Center Bridge, 1996-present.
Catalyst for Charles B. Wang Asian American Center, 1996, $25 million, largest donation in the history of the public education system in New York.
Elected to be a Charter Member of Stony Brook's Academy of Teacher-Scholars, 1996.
Pew Scholars Fellowship, 1995.
Outstanding Professor Award, Alumni Association, SUNY Stony Brook, 1995.
Chancellor's and President's Award for Excellence in Teaching, SUNY Stony Brook, 1993.

GRANTS

2006 Author of an Allstate Foundation/OCA Grant for Hate Crimes Prevention Event, $3000.
2005 Author and winner of Allstate Foundation Grant "Abating Hate/Abetting Hate" with the Long Chapter of the Organization of Chinese Americans, one of four grants nationwide for educating about Hate Crimes, $7500.
2002 Won Presidential Mini-Grant for Departmental Diversity Initiatives for "Making New Mirrors for Reclaiming the Public History of Angel Island by Publishing a Multi-Media Research Project in a Museum Kiosk Bridging Asian American Studies from San Francisco to Long Island," $7,000.
2001-2 Proposed and implemented a Presidential Grant for "Dialogues Across Differences: Speaking Truth/Seeking Reconciliation" (see www.stonybrook.edu/dialogues), $10,000 in awards.
2000 Won President's Mini-Grant for Teaching Innovation, "Making History," a proposal to created a CD to accompany Loni Ding's PBS series *Ancestors in the Americas*, the first comprehensive documentary on Asians in the Americas to premier nationwide on PBS May 2001, $2,500.
1999 Co-author (with Prof. Cormier) of the President's Mini-Grant for Diversity, "Curriculum-Based Lecture/Performance Arts Series," with a matching grant from the Solzberg Library, $8,000.
1996 Founder and Director, Asian American Center Bridge, SUNY at Stony Brook, 1996-present, $50,000.
1995 Pew Evangelical Scholars Fellowship, $35,000.

PUBLICATIONS

Books

Logic: Techniques of Formal Reasoning (2nd edition), co-authored with Donald Kalish and Richard Montague, originally published by Harcourt, Brace, and Jovanovich, 1980, republished by Oxford University Press, 2000.

The Philosophical Computer: Exploratory Essays in Philosophical Computer Modeling, co-authored with Patrick Grim and Paul St. Denis, M.I.T. Bradford Books, 1998.

Edited Books

The Philosopher's Annual vol. 24 (2002), CSLI Publications, Stanford California, 2003, (with Patrick Grim and Peter Ludlow).

The Philosopher's Annual vol. 23 (2001), CSLI Publications, Stanford California, 2002, (with Patrick Grim, Ken Baynes, and Peter Ludlow).

The Philosopher's Annual vol. 22 (2000), CSLI Publications, Stanford California, 2001, (with Patrick Grim and Kenneth Baynes).

The Philosopher's Annual vol. 22 (1999), Ridgeview Publishing: Atascadero, California, 2000, (with Patrick Grim and Ken Baynes).

The Philosopher's Annual vol. 21 (1998), Ridgeview Publishing: Atascadero, California, 1999, (with Patrick Grim, Peter Ludlow, and Kenneth Baynes).

The Philosopher's Annual vol. 20 (1997), Ridgeview Publishing: Atascadero, California, 1998, (with Patrick Grim and Kenneth Baynes).

The Philosopher's Annual vol. 19 (1996), Ridgeview Publishing: Atascadero, California, 1997, (with Patrick Grim and Peter Williams).

The Philosopher's Annual vol. 18 (1995), Ridgeview Publishing: Atascadero, California, 1996, (with Patrick Grim and Peter Williams).

The Philosopher's Annual vol. 17 (1994), Ridgeview Publishing: Atascadero, California, 1995, (with Patrick Grim, Peter Ludlow, and Peter Williams).

The Philosopher's Annual vol. 16 (1993), Ridgeview Publishing: Atascadero, California, 1994, (with Patrick Grim and Peter Williams).

The Philosopher's Annual vol. 15 (1992), Ridgeview Publishing: Atascadero, California, 1993, (with Patrick Grim and Peter Williams).

Articles (Refereed)

Gary Mar, "Gödel Incompleteness, Complexity and Chaos", proceedings from the *Kurt Godel Centenary Symposium*, Senate Hall, University of Vienna, April 28-29th, 2006, forthcoming in the *Collegium Logicum of the Kurt Gödel Society.*

Gary Mar, "Song Writing and Seeking the *Shalom* of the City," *Global Missiology*, www.globalmissiology.net, (February 2005).

Gary Mar, "New Media and New Pedagogy in Asian American Studies: Strategies for Transforming Knowledge into a Pedagogy of Empowerment", APA Newsletter, Committee on the Status of Asian and Asian American Philosophers and Philosophies, vol. 3, no. 1, Fall 2003, p. 19-32.

Gary Mar, "What Does Asian American Studies Have to Do With Philosophy?", APA Newsletter, Committee on the Status of Asian and Asian-American Philosophers and Philosophies, vol. 2, no. 2, Spring 2003, pp. 27-30.

Gary Mar, "Three Grades of Moral Involvement: The Divine Command Moralities of Euthyphro, Socrates, and Jesus," Proceedings of the Seventh Sino-American Symposium on Philosophy and Religious Studies, Tsinghua University, 2002.

Gary Mar, "Church's Theorem and Randomness," *Logic, Meaning and Computation: Essays In Memory of Alonzo Church*, C. Anthony Anderson and Mikhail Zeleny (eds.), Kluwer Academic Publishers: Netherlands, 2001, pp. 479-90. Some of this research was discussed in Ian Stewart's column, "A Partly True Story," *Scientific American*, 268 (Feb. 1993), pp. 110-112.

Gary Mar, "Dialogues of Truth and Reconciliation: Paradoxes of Apology, Philosophy of History, and the Healing of Nations," Conference Proceedings from *Sixth Symposium of Chinese-American Philosophy and Religious Studies: Cross-Cultural Dialogue* at Jinan University in Shangdong, China in 2001, forthcoming.

Gary Mar, "Darwinism, Evolutionary Game Theory, and Morality," Conference Proceedings from the *Fifth Symposium of Chinese-American Philosophy and Religious Studies: Philosophy of Science and Interfaith Dialogue* at Xiamen University in Xiamen, China in 2000, forthcoming.

Gary Mar and Paul St. Denis, "What the Liar Taught Achilles," *The Journal of Philosophical Logic*, vol. 28, 1999, pp. 29-46.

Gary Mar, "From Every Tribe and Nation: the Problem and Promise of Pluralism," Conference Proceedings from the Second Symposium of Chinese-Western Philosophy and Religious Studies at Peking University (Beida), 1995.

Gary Mar, "The Modal Unity of Anselm's *Proslogion*," *Faith and Philosophy*, vol. 13, no. 1 (Jan.), 1996, pp. 50-67.

Gary Mar and Paul St. Denis, "Real Life," *International Journal of Bifurcation and Chaos*, vol. 6, no. 11, 1996, pp. 2077-2086.

Gary Mar and Paul St. Denis, "Chaos in Cooperation: Continuous-Valued Prisoner's Dilemmas in Infinite-Valued Logic," *International Journal of Bifurcation and Chaos* 4 (1994), 943-958.

Gary Mar, "Why 'Cantorian' Arguments Against the Existence of God Do Not Work," Abstract, *The Review of Metaphysics* (Mar. 1994).

Gary Mar, "Why 'Cantorian' Arguments Against the Existence of God Do Not Work," *International Philosophical Quarterly*. XXXIII (Dec. 1993), 429-442.

Gary Mar, "Euthanasia: A Personal Perspective," *Contexts: A Forum for the Medical Humanities*, Institute for Medicine and Contemporary Society, Stony Brook University Hospital, Dec. 1993.

Patrick Grim, Gary Mar, Matthew Neiger, and Paul St. Denis, "Self-Reference and Paradox in Two and Three Dimensions," *Computers and Graphics* 17 (1993), 609-612.

Book Reviews

Gary Mar, Review of Torkel Franzén's *Gödel's Theorem: An Incomplete Guide to Its Use and Abuse* (A K. Peters, Wellesley, Massachusetts, 2005) forthcoming in the *Mathematical Intelligencer.*

Gary Mar, "Gödel's God, Rationality, and the Limits of Logic," a review of Rebecca Goldstein's *Incompleteness: The Proof and Paradox of Kurt Gödel* (W.W. Norton, 2005); Palle Yourgrau's *A World*

Without Time: The Forgotten Legacy of Gödel and Einstein (Basic Books, 2005), John L. Casti's *The One True Platonic Heaven: A Scientific Fiction on the Limits of* Knowledge (John Henry Press, 2003), *New Oxford Review*, vol. LXXIII , no. 5 (May 2006), pp. 46-48.

Gary Mar, Review of Mark C. Murphy, *An Essay on Divine Authority*, Cornell Studies in the Philosophy of Religion, Cornell University Press: Ithaca, 2002, *Faith and Philosophy*, vol. 22, no. 2 (April 2006), 17-21.

Gary Mar, "God's Universe, Materialism, and Modern Physics," a review of *Modern Physics and Ancient Faith* by Stephen M. Barr (University of Notre Dame Press) and *The Empirical Stance* by Bas C. van Fraassen (Yale University Press), *New Oxford Review*, vol. LXXI, no. 11 (December 2004), 44-46.

Gary Mar, "Darwin and Political Correctness," a review of Daniel Dennett's *Darwin's Dangerous Idea: Evolution and the Meanings of Life*, Phillip Johnson's *Reason in the Balance: the Case Against Naturalism in Science, Law, and Education*, and Del Ratzsch's *The Battle of Beginnings: why Neither Side is Winning the Creation-Evolution Debate*, *New Oxford Review*, July-August 1996, 24-26.

Gary Mar, Review of Peter J. Kreeft's *Christianity for Modern Pagans: Pascal's Pensées, Edited, Outlined, and Explained* (Ignatius, 1993), *and* Thomas V. Morris's *Making Sense of It All: Pascal and the Meaning of Life* (Eerdmans, 1993), *New Oxford Review* (July-August 1995), 31-32.

Gary Mar, *What Evangelicalism Needs*, a review of Donald G. Bloesch's *A Theology f Word and Spirit: Authority and Method in Theology* (InterVarsity, 1992), Stanley J. Grenz's *Revisioning Evangelical Theology* (InterVarsity, 1993), and David F. Wells' *No Place for Truth: Or Whatever Happened to Evangelical Theology?* (Eerdmans, 1993), *New Oxford Review* (June 1994), 28-29.

Gary Mar, Review of Richard Gale's, *On the Nature and Existence of God* (Cambridge University Press, 1991), *International Philosophical Quarterly*, vol. XXXII, (Dec. 1992), 530-532.

Gary Mar, "Postmodernism: Overreacting to Positivism," *New Oxford Review* (Oct. 1992), 22-24. A review of *Dear Carnap, Dear Van: The Quine-Carnap Correspondence and Related Work*, by W. V. Quine and Rudolf Carnap, edited with an introduction by Richard Creath (University of California Press, 1991); *Science and Relativism: Some Key Controversies in the Philosophy of Science*, by Larry Laudan (University of Chicago Press, 1990); *Beyond Analytic Philosophy: Doing Justice to What We Know*, by Hao Wang (MIT Press Bradford Books, 1988).

Gary Mar, Review of William Lane Craig's *Divine Foreknowledge and Human Freedom, The Coherence of Theism: Omniscience, vol. 19* (E. J. Brill, 1991), *The Review of Metaphysics* (Mar. 1992), 606-607.

Gary Mar, "Order, Chaos, and the 'God Hypothesis'," *New Oxford Review* (Jan.-Feb. 1992), 22-24, a discussion of chaos theory with reviews of Ian Stewart's *Does God Play Dice?: The Mathematics of Chaos* (Basil Blackwell, 1990), James Gleick's *Chaos: Making a New Science* (Penguin Books, 1987), and Heinz Pagels' *The Dreams of Reason: The Computer and the Rise of the Sciences of Complexity* (Simon and Schuster, 1988).

Gary Mar, Review of Peter Kreeft's *Making Choices: Practical Wisdom for Everyday Moral Decisions* (Servant Books, 1990), *New Oxford Review* (Sept. 1991), 30-32.

Gary Mar, Review of Peter Kreeft's *Summa of the* Summa (Ignatius, 1990), *National Catholic Register* (Mar. 1991).

Gary Mar, *Can Computers Think?* a discussion of the mind/body problem with reviews of Howard Gardner's *The Mind's New Science: A History of the Cognitive Revolution* (Basic Books, 1985), John Searle's *Minds, Brains and Science* (Harvard University Press, 1984), and Roger Penrose's *The Emperor's New Mind* (Oxford University Press, 1989), *New Oxford Review* (Dec. 1990), 27-29.

Gary Mar, Review of Alberto Coffa's *Carnap, Tarski and the Search for Truth*, (*Noûs* 21 (1987), 547-572), *Journal of Symbolic Logic*. 53 (Dec. 1988), 1252-1253.

CONFERENCES AND SYMPOSIA:

Sponsor and Distinguished Speaker for Plenary Session, "14th Annual Conference on Prejudice Reduction, Charles B. Wang Center, Stony Brook University, Nov. 14th, 2006.

Organizer, "In Our Own BackYard: Owning Our Responsibilities for Lives, Liberties, and Justice for All *Before* Disasters Strike" in conjunction with the Sixth Annual "With Liberty and Justice for All..." Symposium with guests Lynn Bocamazo, Senior Coastal Engineer, Army Corp of Engineers, Brian L. Harper, M.D., Suffolk County Commissioner of Health, Gary Y. Okihiro, Director of Columbia University's Center for the Study of Ethnicity and Race and a Professor of International and Public Affairs, U. S. Army Captain James Yee and Muslim Chaplain imprisoned at Guantanamo Bay, Cuba and subsequently given an honorary discharge with commendations for "exceptionally meritorious service" and awards for "having the moral courage to stand against injustice" and for his "bravery in the face of adversity", April 6th, 2006.

Organizer and Grant Winner, "Abetting Hate/Abating Hate" in conjunction with the Fifth Annual "With Liberty and Justice for All..." Symposium in honor of Yuri Kochiyama, 2005, one of four workshops nation-wide funded by Allstate and the Organization of Chinese Americans, a national civil rights advocacy group representing the interests of all Asian Americans, Spring 2005.

Organizer, "Race, Representation and Reality," *Fourth Annual "With Liberty and Justice for All..." Symposium* with Angela Davis, Coco Fusco, Tomie Arai, and David Kim, April 29th, 2004 (Anniversary of Los Angeles Multi-Racial Uprising known by Korean Americans as *Sa-I-Gu* or 4-29).

Organizer, "A Conversation with Loni Ding: Creating the Public Presence of the History of Asians in the Americas," Wang Center, Nov. 14th, 2003.

Organizer, "The Politics of War and Remembrance," *Third Annual "With Liberty and Justice for All..." Symposium* with Noam Chomsky, Loni Ding, Gary Okihiro, and Helen Zia, May 13th, 2003. Symposium held in the Wang Center for the first time and the event was broadcast on the radio by "Democracy Now" during prime time.

Nominator and host for Loni Ding's Honorary Doctorate from Stony Brook University, Dec. 22nd, 2002.

Organizer, "Speaking Truth/Seeking Reconciliation," *Second Annual "With Liberty and Justice for All..." Symposium* honoring Yuri Kochiyama (via videotape) with Eric Yamamoto, University of Hawaii, Ling-chi Wang, U C. Berkeley, Tomie Arai, NYC Artist, Corky Lee, "unofficial undisputed photographer laureate of the Asian American movement," and Daphne Kwok, Executive Director of APAICS (Asian Pacific American Institute for Congressional Studies), April 11th, 2002.

Organizer, *"With Liberty and Justice for All..." Symposium.* The first annual symposium in a series committed to exploring ways in which Asian Americans have contributed to the struggle for social justice. Speakers included Alberta Lee, daughter of Dr. Wen Ho Lee, Gary Okihiro, Director of the Columbia Center for the Study of Race and Ethnicity, Loni Ding, U. C. Berkeley and Director of CET, Daphne Kwok, former executive director of OCA (Organization of Asian Americans), Shamina Singh, former executive director of Executive Order 13121, the second in American history dealing with Asian Americans, April 5th, 2001.

Sponsor and host for Loni's Ding's "Making History/Making Home", Provost Lecture Series, First Asian American Month at Stony Brook University, April 11th, 2000.

INVITED LECTURES AND PRESENTATIONS

Gary Mar, "Cinderella and the $10,000 Haircut: Preventing Hate Crimes by Learning from History," keynote address with Dini Diskin-Zimmerman, 14th Annual Conference for Prejudice Reduction, Wang Center, forthcoming, Nov. 14, 2006.

Invited Guest, "Ginny's... where East Meets West," a TV talk show hosted by National President of the OCA Ginny Gong, Nov. 8, 2006.

Gary Mar, "Reflections on the Recovery of Mirrors of Multicultural History, Educator's Workshop, Superintendent's Conference Day, Herricks Elementary School, Center Street School, Williston Park, Nov. 7, 2006.

Gary Mar, "Like a Family Reunion: Partners in Preservation for the Angel Island Immigration Station Foundation, Organization of Chinese Americans, Long Island, Dinner and Gala, Flushing, New York, Oct. 27, 2006.

Invited Panelist, Asian America, 30 minutes public TV program on PBS, at WNYE-TV CH25, part of NYCTV Media (viewing audience 9 million), hosted by Sunita Mukhi, Wang Center Director of Asian and Asian American Programming, Oct. 27, 2006.

Gary Mar, "Gödel Incompleteness, Complexity and Chaos", *Kurt Gödel Centenary Symposium*, Senate Hall, University of Vienna, April 28-29th, 2006, forthcoming in the *Collegium Logicum of the Kurt Gödel Society*.

Gary Mar, "How I Own the World I See", keynote address with Dini Diskin-Zimmerman at the SAJES Conference on Prejudice Reduction, Nov. 14, 2005.

Gary Mar, Master of Ceremonies, "Abetting Hate/Abating Hate," Hate Crimes Workshop II, sponsored by Allstate and the Organization of Chinese Americans, Student Union Theatre, April 14th, 2005.

Gary Mar and Karina Kim, "Processing *Who Killed Vincent Chin?*," "Abetting Hate/Abating Hate," Hate Crimes Workshop I, sponsored by Allstate and the Organization of Chinese Americans, Wang Center Theatre, April 7th, 2005.

Gary Mar, "Democratizing Higher Education: Some Disciplinary Strategies from Chomsky for Asian American Studies," sponsored by the *Committee on Asian and Asian-American Philosophers and Philosophies*, San Francisco University, March 25th, 2005.

Gary Mar, "I Saw Myself: An Interactive Kiosk," demonstration for Felicia Lowe and Erika Gee of the Angel Island Immigration Station Foundation, San Francisco, March 24, 2005.

Gary Mar, "A Place for Edward Said in Asian America," commemorative presentation for the Wang Center, Sept. 22nd, 2005.

Gary Mar, "An Experiment in Empowering Students to Reclaim the History of Angel Island with New Media," 2 day workshop, Adirondack College, New York, Feb. 24-25th, 2005.

Gary Mar, "Dismantling the Myth of the Model Minority," *Counseling & Treating People of Colour: An International Perspective*, Dec. 1-5, 2004, Bermuda.

Gary Mar, "Zeno's Classic Paradoxes and Contemporary Developments," *The Teaching Company*, Washington D. C., April 5th, 2004.

Gary Mar, "The Paradox of Inclusive Exclusivism: Christian Evangelism Through Asian/American Eyes," Yale Divinity School and the Yale Divinity Korean Americans, Feb. 4th, 2004.

Gary Mar, "I Saw Myself: A Multi-Media Project on Reclaiming the History of Angel Island,"Association for Asian American Studies, December, 2004.

Gary Mar, "Dismantling the Myth of the Model Minority," *Fifteenth Annual Counseling & Treating People of Colour: An International Perspective*, Dec. 1-5, 2004, Bermuda

Gary Mar, "The Need for New Mirrors in Asian American Studies" SUNY Buffalo, October 9, 2003.

Gary Mar, "What is a China Man doing in the Gettysburg Visitor's Center and Why Don't the Docents Knowing Anything About Him?", presentation to a class on Philosophy and Race, Gettysburg College, Dept. of Philosophy, Nov. 22, 2002.

Gary Mar, "Rethreading the Conceptual Loom: Reductionism in the Fabric of Mathematical Methodology," Fall Colloquium Series, Gettysburg College, Departments of Mathematics, Computer Science, and

Gary Mar, "Going Global: Re-theorizing Asian American Studies via the Stony Brook Charles B. Wang Center and the Binghamton Hybrid Major," co-panelist with Lisa Yun, State University at Binghamton, at the APAHE (Asian Pacific Americans in Higher Education) Annual conference "Campus Communities: Promises and Prospects of Asian and Pacific Americans in Higher Education," Columbia University, New York City, Nov. 2, 2002.

Panelist "Campus Reports: Stony Brook University," APAHE (Asian Pacific Americans in Higher Education) Conference, Columbia University, New York City, Nov. 2, 2002.

Gary Mar, "Three Grades of Moral Involvement: The Divine Command Moralities of Euthyphro, Socrates, and Jesus," Seventh Sino-American Symposium on Philosophy and Religious Studies, Tsinghua University, Oct. 14th-17th, 2002.

Gary Mar, "Divided We Fall...": Lessons from World War II about Preserving Civil Liberties in the Aftermath of Terror, Panel on Asian American Politics and Community, Sponsored by the APA Committee on

Asian/American Philosophers and Philosophies, Pacific Division Meeting in Seattle, Washington, March 30, 2002.

Invited Panelist, APA Panel on *Mentoring for Diversity*, Sponsored by the APA Committee on Inclusiveness and the APA Committee on the Status of Women, Pacific Division Meeting in Seattle, Washington, March 30, 2002.

Invited Panelist *"Mentoring for Diversity: A Workshop for Those Interested in Recruiting and Retaining Diverse Faculty and Student Population in Philosophy"*, Eastern Division, American Philosophical Association Meetings in Atlanta, Georgia, Dec. 30th, 2001.

Gary Mar, "Asian Americans in the Black/White Paradigm," *Counseling and Treating People of Colour Conference: An International Perspective*, San Diego, California, Nov. 28-Dec. 2, 2001.

Panelist on experiences in conceptualizing and submitting a successful mini-grant proposal for *Dialogues on Race, Ethnicity, and Gender: Co-Sponsored Curriculum-Based Undergraduate Lecture/Performance Arts Series*, Nov. 14, 2001.

Gary Mar, "Dialogues of Truth and Reconciliation: Paradoxes of Apology, Philosophies of History, and the Healing of Nations," Sixth Symposium of Chinese-American Philosophy and Religious Studies: Cross-Cultural Dialogue, Shandong University, China, October 17-20, 2001.

Gary Mar, "From Technology in the Classroom to Nelson Mandela," Orientation to New Faculty, CELT, September 2001.

Gary Mar, "Creativity, Chaos, and Cooperation: A hands-on approach to learning logical concepts with computers," CELT Conference on Critical Thinking, "Inquiry, Discovery and Problem Solving in Undergraduate Education," June 22, 2001.

Anniversary Symposium: On Being Black, Gay, Latino/a, Female, Asian, etc. in Philosophy Before the Era of "Diversity," special meeting co-sponsored by the APA Committees on the Status of American Indians; Asian and Asian-American Philosophers; Blacks; Hispanics; Lesbian, Gay, Bisexual and Transgender People; and Women, in Philosophy. Chair: Linda Martin Alcoff (Syracuse University); Panelists: Jorge Gracia (SUNY Buffalo), Gary Mar (SUNY Stony Brook), David Hull (Northwestern University), Howard McGary (Rutgers University), Stephanie Lewis (Independent Scholar, Treasurer APA, spouse of David K. Lewis), March 30, 2001.

Gary Mar, "Dis-Orienting the Racial Frontier: Dismantling the Myth of the Model Minority, Yellow Perilism, and Orientalism in Philosophy," in a Special Session Arranged by the APA Committee on the Status of Asian and Asian American Philosophers and Philosophies entitled "Asian Americans and the Color of Philosophy," chaired by David Kim with co-panelists Linda Martin Alcoff (Syracuse), Charles Mills (Chicago), and John T'Chen (Director of NYU's Asian/Pacific/American Institute and Program) at the Eastern Division, American Philosophical Association, Friday 29 Dec. 2000.

Gary Mar, "Darwinism, Evolutionary Game Theory, and Morality," *Fifth Symposium of Chinese-American Philosophy and Religious Studies*, Xiamen University, October 16-20, 2000.

Gary Mar, "Student Activism and Social Justice," invited presentation for the Diversity Conference 2000, Stony Brook University with keynote speakers Angela Davis and Angela Oh, Oct. 2000.

Gary Mar, *Warrior Lessons for Educational Justice in the New Millenium,* with Phoebe Eng, author of *Warrior Lessons*, for the Organization for Chinese Americans, Long Island Chapter, Institute of Asian Studies, St. John's University, June 6, 1999.*Stereotypes as Scripts: What Does Postmodernism Have to Say About Racial Formation?,* Origins and Crossings Conference, Sixteenth National Conference of the Association for Asian American Studies, Philadelphia, April 3, 1999.

Gary Mar, *Discrimination and the Evolution of Ethnic Enclaves in the Spatialized Prisoner's Dilemma*, Session on Politics and Culture: Configuring Chinese Diasporic Communities, Fifteen Annual Meeting of the Association for Asian American Studies Conference, Honolulu, Hawai'i, June 26, 1998.

Gary Mar, *Let the Rivers Flow: Confluences and Cross-Currents Between Native and Asian Americans*, The New York Federal Executive Board Equal Opportunity Sub-Committee, "A Celebration of People," June 11, 1998, National Museum of the American Indian.

Gary Mar, *Reaffirming Asian Americans in the New Millenium*, with Manning Marable, for the National Weather Service's Eastern Regional EEGO Conference observing Asian Pacific American Month, May 13, 1998.

Gary Mar, *Bridging the Gap: A New Course on Asian American Studies*, Teachers-Scholar Presentation to Provost, March 6, 1998.

Chair of a panel on "Intergenerational Storytelling" at *"Where is Home?: A Conference on the Past and Future of the Chinese in the Americas,"* A/P/A Studies Program and Institute, NYU, Oct. 10-12, 1997.

The Evolution of Cooperation, Student Research Support Program & Center for Science, Mathematics & Technology, Nov. 6, 1997.

Invited leader for the "Reviving the Christian Mind Conference" at Wheaton College, April 17-20, 1997.

Mathematics, Morality, and Modality, Pew Scholars Program, Notre Dame University, June 1996.

Invited conference presenter at the Second International Symposium of Chinese-Western Philosophy and Religious Studies, University of Peking (Beida), Oct. 1995.

Explorations in Philosophical Computation: Some Examples (with Patrick Grim), CUNY Graduate Center, Philosophy Colloquium, Nov. 1995.

Gary Mar, *From Every Tribe and Nation: The Problem and Promise of Pluralism*, Third International China-Western Conference on Religion and Philosophy, University of Peking (Beijing), People's Republic of China, Oct. 1995.

Gary Mar, *Computers and the Imagination*, SUNY Stony Brook, guest speaker to a graduate seminar on Philosophy of Technology, Nov. 1994.

Gary Mar (with Paul St. Denis), *Can Cooperation Evolve from the Hobbesian State of Nature?*, SUNY Stony Brook, Philosophy Prime Time presentation, Nov. 1994.

Gary Mar, *Evangelization Through Asian Eyes*, The Logic of Evangelization, Concordia Seminary, St. Louis, Sponsored by the Society of Christian Philosophers, Sept. 1994.

Gary Mar, *The Modal Unity of Anselm's* Proslogion, Eastern Regional Meeting of the Society of Christian Philosophers, Buffalo, New York, April 8, 1994.

Gary Mar, *The Evolution of Dynamical Meta-Strategies in the Prisoner's Dilemma*, International Conference on Game Theory (July 19th-July 23rd) at SUNY Stony Brook, 1993.

CURRENT RESEARCH

Books

Gödelian Explorations, a book on the "mathematics of philosophy," an explication of Gödel's logico-mathematical methods (e.g., Gödel numbering, fixed-point constructions, maximal consistency argument, constructive set theory, intuitionistic logic) and their diverse philosophical applications suggested by Gödel and others.

Logic: Techniques of Formal Reasoning (Third Edition), the third edition to be revised with Nathan Salmon, University of California at Santa Barbara.

Uprootings: Philosophical Issues in Asian American Studies, an anthology of reading on philosophical issues in Asian American studies designed to introduce philosophers to Asian American studies and scholars in Asian American studies to philosophy. The anthology is meant to be a new millennium counterpart to *Roots: An Asian American Reader*, the founding reader in Asian American studies published in the 1970s. This project is in collaboration with John Kuo Wei Tchen, Director of NYU's A/P/A Institute and Center.

DVDS

Cinderella and the $10,000 Haircut: Making History with Loni Ding, a Chinese puppet show designed to introduce students to Asian American History, how to conduct archival research at the San Bruno National Archives and Records Administration at San Bruno, featuring material from Loni Ding's *Ancestors in the Americas, Part II: Chinese in the Frontier West: An American Story.*

Noam Chomsky on Chomsky, Language, Mind and Freedom: the Stony Brook Interviews, an edited series of interviews taped with Noam Chomsky during his visit on the President's Rotating Stars Program in Philosophy, Spring 2003.

Articles

"Democratizing Higher Education: Noam Chomsky and Asian American Studies," forthcoming in *Philosophy Today*, with guest editors David Kim and Ron Sundstrom.

"Imagine/Asians: Literary Theory as a Resource for Unpacking the Racial Formation of Stereotypes." This paper uses concepts from literary theory such as text, context, subtext, and intertextuality to build upon Omi and Winant's theory of racial formation. This paper combines a richer notion of representation from literary theory with empirical studies and argues that neither modernism nor postmodernism provides an adequate framework for Asian American Studies.

"Discrimination and the Evolution of Ethnic Enclaves." This paper uses the spatialized Prisoner's Dilemma to model the evolution of ethnic enclaves. It shows that the sociological debate on the ethnic enclave hypothesis suffers from a lack of conceptual clarity.

"Breaking Down the Color Lines: Overcoming Discriminatory Tit For Tat in the Spatialized Prisoner's Dilemma." This paper investigates how introducing a veil of ignorance and imperfect cooperation overcomes discrimination and fosters forgiving strategies in the Spatialized Prisoner's Dilemma.

DISSERTATION & THESIS ADVISING

Committee member for Tirthabir Biswar, "Extra Dimensions in High Energy Physics: Symmetry and Symmetry Breaking" with Professor Warren Siegel, Peter van Nieuwenhuizen, Martin Rocek, Kenneth Lanzetta, June 2003.

Committee member for Shu-Shin Chin's dissertation, "A Course-Grained FPGA Architecture for Reconfigurable Baseband Modulator/Demodulator" with Professor Sangjun Hong (Advisor), Professors Alex Doboli, and Professor Adrian Leuciuc from the Department of Electrical and Computer Engineering.

Director, Honor's College Thesis, Dafina Roberts, "Performing the Lindy Hop: Agency in the Context of Heterosexuality," 2001.

Director, Honor's College Thesis, Erik Closson, "Provable and Unprovable Independence," 1999, awarded full fellowship to U. C. Berkeley's logic program.

Faculty Sponsor, Undergraduate Research and Creative Activities (URECA) Fellowship, Dafina Roberts, *Performing Race*, Winner of the Undergraduate Research Competition.

Dissertation Director for Jennifer Hanson, 1997-1999, Winner of President's Dissertation Award.

Faculty Sponsor, Simons Fellowship, Joshua Schwartz, *Discrimination, Impartiality, and the Veil of Ignorance in the Spatialized Prisoner's Dilemma*, 1997.

Dissertation committee and chair of dissertation defense, Eric Steinhart, 1995.

Dissertation committee and chair of dissertation defense, James Peirce, 1994.

Faculty Sponsor, Undergraduate Research and Creative Activities (URECA) Fellowship, Mari Pagliughi, *Asian American Oral History Project.*

Faculty Sponsor, Undergraduate Research and Creative Activities (URECA) Fellowship, Paul St. Denis, *Discrimination in the Spatialized Prisoner's Dilemma.*

Director, Honor's College Thesis, *A Critical Analysis of "Inherit the Wind,"* Heather Books, 1994.

Sponsor for Undergraduate Research and Creative Activities (URECA) Project, Ali Bukhari, *Prisoner's Dilemma: The Software*, 1993.

TEACHING

Fall 2006

PHI 220, Symbolic Logic
PHI 330, Advance Symbolic Logic

Summer 2006
National Science Foundation (NSF) and the University of Pittsburgh, Chautauqua Short Courses for College Teachers, "Pseudo-Science, Scientism, and Science: Fallacies in the Logic of Theory Testing, Stony Brook Manhattan, May 25-27, 2006. 21 college teachers.

CEI 575, Philosophy of Religion, Summer I, 10
PHI 336, Philosophy of Religion, Summer I, 38

Spring 2006
PHI 378, Philosophical Issues in Asian American History, 103 students
PHI 475, Undergraduate Teaching Practicum, 18 students (Matthew Cho, Winston Chu, Diana Han, Nancy Hom, Jessica Ji, Patrick Lee, Shun Tim ("Timson") Leung, Katherine Ma, Cindy Ho, Enrique Mason, Evleen Nagpal, Jui-Chun ("Annie") Sun, Michael Trinos, Jackey Wu, Ming Chan ("Jonathan") Wu, Maryann Yin, Paley Yin
PHI 487, Readings and Research in Philosophy, 2 students (Jui-Che Hsu, Jarrett Meltzer)
PHI 488, Readings and Research in the History of Philosophy, 2 students (Abigail Dufour, Sergey Goldgaber)
PHI 620, Advanced Problems in Philosophy, 1 student (Tomoya Sato)
PHI 631, Graduate Seminar in Analytic Philosophy, 7 students

Fall 2005
PHI 220, Introduction to Symbolic Logic, 46 students
PHI 369, Philosophy of Mathematics, 18 students
PHI 475, Undergraduate Teaching Practicum, 2 students (Joshua Stamos, Alimo Noreiga)
PHI 487, Research and Readings in Philosophy, 2 students (Tina Chan, Richard Francois)

Summer 2005
PHI 575, Philosophy of Religion, Summer I, 2
CEI 575, Philosophy of Religion, Summer I, 29
PHI 336, Philosophy of Religion, 41

Spring 2005
HDV 102.01, Human Development, 10 students
PHI 378, Philosophical Issues in Asian American History, 99 students
PHI 435, Senior Seminar, 23 students
PHI 475, Undergraduate Teaching Practicum, 7 students
PHI 487, Independent Studies, James Corrigan, Ethics and Human Consciousness
PHI 487, Independent Studies, Juan Gutierrez, Advanced Logic
PHI 480, Readings and Research in Philosophical Investigations, Jui-Che Hsu, Asian American Studies

Fall 2004
PHI 220, Symbolic Logic, 49
PHI 369, Philosophy of Mathematics, 16
PHI 475, Undergraduate Teaching Practicuum, 1
PHI 487, Research and Readings in Philosophy, 1
PHI 620, Independent Study, 1

Summer 2004
PHI 336, Philosophy of Religion, 42
PHI 575, Philosophy of Religion. 2
CEI 575, Philosophy of Religion, 29

Spring 2004
PHI 330, Advanced Logic, 14
PHI 378, Philosophical Issues in Asian American History, 84

Fall 2003
PHI 220, Symbolic Logic, 49
PHI 369, Philosophy of Mathematics, 17

Summer 2003
CEI 575, Philosophy of Religion, 38
PHI 220, Symbolic Logic, 15
PHI 475, Undergraduate Teaching Practicum, 1

Spring 2003
PHI 631, Analytic Seminar (co-taught with Noam Chomsky), 12
PHI 378, Philosophical Issues in Asian American History, 51
PHI 475, Undergraduate Teaching Practicum, 1
PHI 478, Readings and Research in Philosophy, 8

Fall 2002 Research leave.

Summer 2002
PHI/CEI 575 Philosophy of Religion, 38
PHI 220, Symbolic Logic, 15
PHI 475, Undergraduate Teaching Practicum, 2

Spring 2002
Philosophy and Literature, 50 students
Honors 106, Modes of Being, 20 students
PHI 475, Undergraduate Teaching Practicum
PHI 478, Independent Studies

Fall 2001
PHI 378, Philosophical Issues in Asian American Studies, 62 students.
PHI 435, Senior Seminar, Philosophical Methods, 14 philosophy majors.
PHI 475, Undergraduate Teaching Practicum, 4 students (Jenny Cho, Tracy Jusay, Danny Phang, Mitchell Wu).
PHI 478. Independent Students, 3 students (Danny Phang (Filipino Veterans in World War II), Aaron Feingold (Symbolic Logic), Min Hur (Asian American Studies)).

Summer 2001
PHI/CEI 575 Philosophy of Religion, 23 students.
PHI 108, Logical and Critical Thinking, 35 students.

Spring 2001
PHI 380, Philosophy and Literature: Identity, History, and Community, 63 students
Honor's Thesis Director for Dafina Roberts, "Performing the Lindy Hop: Agency in the Context of Heterosexuality."
PHI 476, UG Teaching Practicum (Wendy Chan, Lucy Choy, Yu (Scott) Kuo, Michele Kwan, Thomas Liu, Man Liu, Carol Yuan)
PHI 487, Readings and Research (Min Li Fan, Michelle Gong)
PHI 489, Reading and Research (Jeannie Tse)
PHI 490, Reading/Research (Karen Chan)

Fall 2000 Sabbatical.

Summer 2000

Spring 2000
PHI 380, Philosophy and Literature.
PHI 421, Research Track in Philosophy: Ethnicity, Race, and Gender.
PHI 485, Undergraduate Teaching Practicum.
PHI 487, URECA Project, Dafina Roberts, Winner of the Undergraduate Research Competition.
PHI 490, Undergraduate Research Seminar on Set Theory, Erik Closson, David Meieren, Trina Kokalis.

Fall 1999
PHI 378, Philosophical Issues in Asian American Studies
PHI 623, Graduate Student Teaching Practicum
PHI 487, Philosophy of Science, David Miereran
PHI 487, Extensions of Gödel's Theorems, Honor's Thesis Supervision for Erik Closson
PHI 485, Undergraduate Teaching Practicum, Min L Fan, Melissa Fana, Michelle Gong, David Hom, Tommy Hu, Xibei Jia, Yerah Kim, Miao Tang, Diana Wang
PHI 489, Philosophy of Religion, Shauin Wang, David Kim
PHI 490, Philosophy of Logic, Nicholas Kilb

Summer 1999
PHI 108, Logical and Critical Thinking
PHI 487, Philosophy of Mathematics, David Miereran
PHI 487, URECA Project, Dafina Roberts

Spring 1999
PHI 380, Philosophy and Literature
PHI 623, Seminar on Analytic Philosophy
PHI 475, Teaching Practicum
PHI 487, Readings and Research in Philosophy

Fall 1998
PHI 378, Philosophical Issues in Asian American Studies
PHI 475, Teaching Practicum
PHI 487, Readings and Research in Philosophy

Summer 1998
PHI 378, Philosophical Issues in Asian American Studies

Spring, 1998
PHI 336, Philosophy of Religion, 41 students.
PHI 621, Independent Studies, Young Park.
PHI 490, Readings and Research, Sawanee Khongsawatwaja and Jung Lee.
PHI 475, Teaching Practicum, Mary Flaskis and Frank Spyro.
PHI 487, Readings and Research in Philosophy, David Chow.

Fall, 1997
PHI 220, Introduction to Symbolic Logic
PHI 378, Philosophical Issues in Asian American Studies, XX students
PHI 475, Undergraduate Teaching Practicum, Karen Chan, Kevin Keenan, Richard Ngo, Michael Racelis.
PHI 490, Readings and Research, Lowell Moss, Tee L. Ying.

Summer, 1997
PHI 109, Philosophical Topics: Issues in Asian American Studies, 18 students.

Spring Semester, 1997.
PHI 220, Introduction to Symbolic Logic,53 students.
PHI 369, Philosophy of Mathematics. 22 students.
PHI 475, Undergraduate Teaching Practicum, Henry Wong, Sivlana Neyjovich.
PHI 621, Independent Study, Anubis De Lama Li

Fall Semester, 1996.
PHI 631, Seminar on Classic and Contemporary Analytic Philosophy
PHI 487, Independent Study, Kimiko Ryokai, Linguistic issues in cross-cultural language instruction.
PHI 490, Readings the Research in Philosophy, Eugene Cuoco.

Academic Year Fall 1995-Summer 1996, Pew Foundation Fellowship.

Summer Session I, 1996
PHI 220, Symbolic Logic
Faculty Sponsor, Simons Fellowship, Joshua Schwartz, Discrimination, Impartiality, and the Veil of Ignorance in the Spatialized Prisoner's Dilemma.
Faculty Sponsor, URECA Fellowship, Mari Pagliughi, Asian American Oral History Project.
Faculty Sponsor, URECA Fellowship, Paul St. Denis, Discrimination and Forgiveness in the Spatialized Prisoner's Dilemma.

Fall Semester 1994
PHI 330, Advanced Symbolic Logic, 13 students
PHI 575/CED 575, Philosophy of Religion, 21 students
PHI 623, Graduate Student Teaching Practicum, 13 students
PHI 621, Graduate Independent Studies, Advanced Topics in Philosophical Logic, 3 students.

Summer Session I 1994
PHI 108, Logical and Critical Thinking, 65 students
PHI 575/CED 575, Philosophy of Religion, 21 students

Spring Semester 1994
PHI 220, Introduction to Symbolic Logic
PHI 623, Graduate Student Teaching Practicum
PHI 489, Sponsor for Honor's College thesis (Heather Books).

Fall Semester 1993 (Sabbatical Semester)
PHI 487, Sponsor for Undergraduate Research and Creative Activities (URECA) Program (Ali Bukhari).
PHI 489, Sponsor for Honor's College thesis (Heather Books).

Summer Session 1993
CED 579/PHI 575 , Philosophy of Religion, 16 students.

Spring Semester 1993
PHI 108, Logical and Critical Thinking, 169 students.
PHI 369, (New Departmental Course Offering), Philosophy of Mathematics,"24 students.
PHI 475, UG Teaching Practicum (Erik Lopez, Greg Lubicich, Jennifer McGinn, Darrin Rescigno, Izabella Sidorowicz).
PHI 487, Reading and Research Method (Melinda Frankel--Inductive Logic; Norton Fergus--Argumentation).
PHI 489, Reading and Research in History of Philosophy (Mosche Aronov--St. Anselm; Brent Spinieo--Lukasiewiczian Multi-Valued Logic).

Fall Semester 1992
PHI 108 Logical and Critical Reasoning, 144 students.

PHI 330 Advanced Symbolic Logic, 11 students.
PHI 475 Undergraduate Teaching Practicum (Nick Fabry).
PHI 487 Reading and Research in Methodology, Advanced Logic (Jason Blum).
PHI 621 Dissertation Research on Semantics of Metaphor (Eric Steinhart).

Summer Session II 1992
PHI 475 Undergraduate Teaching Practicum (Nick Fabry).

Summer Session I 1992
PHI 108 Logical and Critical Reasoning, 65 students.

Spring Semester 1991
PHI 220 Introduction to Symbolic Logic, 51 students.
PHI 660 Analytic Seminar on Philosophy of Language and Metaphysics, 7 students
PHI 475 Undergraduate Teaching Practicum (Paul St. Denis).
PHI 621 Independent Study for MAAP Thesis on Meinongian Semantics (Donna Manvich).
Fall Semester 1991
PHI 108 Logical and Critical Reasoning, 53 students.
PHI 108 Logical and Critical Reasoning, 65 students.
PHI 487 Reading and Research Methods on Logical and Critical Thinking (Nicholas Fabry).
PHI 590 Directed Readings, Philosophy of Religion (Jeffrey Warner).

Spring Semester 1991
PHI 108 Logical and Critical Reasoning, 94 students.
PHI 330 Advanced Symbolic Logic, 20 students.
PHI 488 Reading and Research in Logical and Critical Thinking (Michelle Cohen).

Summer Session I 1990
PHI 487 Reading and Research, C. S. Lewis' *Chronicles of Narnia* (Lisa Micarelli).

Spring Semester 1990
PHI 220 Introduction to Symbolic Logic, 35 students.
PHI 268 Philosophy of Religion, 64 students.
PHI 487 Reading and Research Methods on Fregean and Tarskian Semantics (Jason Stanley).
PHI 488 Reading and Research on the Problem of Suffering and Evil (Rosemary Ashton).
PHI 595 Directed Research, MAAP Thesis on Meinongian Semantics (Donna Manvich).
PHI 621 Independent Study on Gödel's Incompleteness Theorems (Michael Dusche).

Summer Session II 1989
PHI 220 Introduction to Symbolic Logic, 26 students.

Fall Semester 1989
PHI 108 Logical and Critical Reasoning, 153 students.
PHI 220 Introduction to Symbolic Logic, 35 students.
PHI 650 Analytic Seminar on Philosophy of Science (with Patrick Grim), 7 students.
PHI 475 Undergraduate Teaching Practicum (Michelle Cohen, Kathrin Koslicki, Carolyn Papp, Matthew Simms, Jason Stanley, Thomas Wilkman, Shari Sacks).

Summer Session II 1989
PHI 487 Reading and Research Methods on Metalogic (Jason Stanley).
PHI 489 Reading and Research Methods on Philosophical Analysis (Harriet Cohen).

Spring Semester 1989
PHI 108 Logical and Critical Reasoning, 166 students.

PHI 330 Advanced Symbolic Logic, 32 students.
PHI 487 Reading and Research Methods on Advanced Logic (Samantha Ngoc).
PHI 621 Dissertation Research, Intuitionistic Philosophy of Mathematics (Marie-Helene Remy).

Fall Semester 1988
PHI 220 Introduction to Symbolic Logic, 33 students.
PHI 650 Analytic Pro-Seminar on Metaphysics and Possible World Semantics, 10 students.
PHI 487 Reading and Research Methods, Advanced Topics in Logic (John Hanson).
PHI 621 Independent Research, Model Theory in Philosophy of Science (Brian Beakley).
PHI 621 Independent Research on Advanced Logic (Bingrong Yang, graduate linguistics).
PHI 621 Independent Research on Quine on Conventionalism (Marie-Helene Remy).

Spring Semester 1988
PHI 108 Logical and Critical Reasoning, 81 students.
PHI 330 Advanced Symbolic Logic, 30 students.
PHI 621 Independent Studies on Advanced Logic (Marie-Helene Remy).
PHI 621 Independent Studies on Advanced Logic (Brian Beakley).

Fall Semester 1987
PHI 108 Logical and Critical Reasoning, 64 students.
PHI 220 Introduction to Symbolic Logic, 51 students.
PHI 650 Analytic Pro-Seminar (with Patrick Grim), 8 students.

DEPARTMENTAL SERVICE

Founder and Director of the Asian American Center Bridge, 1995-present.
Founder and Director of the Departmental Logic Lab, 1987-the present.

Graduate Program Committee, Fall 2006.
Organizer, "Twin Earth and its Horizons: On Hermeneutics, Reference, and Scientific Theory Choice," with Professors Lorenzo Simpson and Michael Simon, a colloquium/retirement/Departmental celebration, Three Village Inn, April, 28th, 2005.
Organizer, "Caring Matters: A Symposium on Recent Philosophical Work on the Ethics of Care," Philosophy Department Graduate Student Recruitment, March 30th, 2005.
Organizer, "Reading Cusanus: A Book Celebration for Professor C. Lee Miller," Philosophy Department Colloquium, December 2004.
Philosophy Department, Colloquium Director, 2004-2005.
Served on ATC Search Committee, Department of Philosophy, chaired by Professor Edward Casey, December 2004.
Graduate Program Committee, Department of Philosophy, 2001-2002.
Helped to document and disseminate teach-in organized by Chad Kautzer, "Bringing Context to the Crisis: Talks and a Panel Discussion on Terrorism and its Aftermath," Sept. 20, 2001.
Director of Undergraduate Studies, Department of Philosophy, 1996-2000.
Executive Committee, Department of Philosophy, 1996-2000.
Dissertation Committee for Jennifer Hansen, 1999.
Faculty participant in the Research Track in Ethnicity, Race, and Gender, 1999.
Developed new course within PHI 380, Philosophy and Literature, 1998.
Sponsored new course, PHI 379, Philosophy of Race, 1998.
Phi Sigma Tau First Annual Essay Contest, May 1999.
Faculty sponsor for Sean Kirkland and Erin Flynn, Graduate Student Awards for Excellence in Teaching, 1999.
Faculty participant in the Research Track in Philosophical Logic, 1996-1997.
Introduced new course, PHI 378, Philosophical Topics in Asian American Studies, 1996.
Philosophy "Prime Time" with web presentation, and "What's It All For?" Harvey Cormier, April 7. 1999.

Meeting on Asian American Studies with Provost Richmond and Dean Armstrong, 1999.
Meeting on Asian American Studies with President Kenny, Nov. 18, 1998.
Philosophy "Prime Time", "Can Cooperation Evolve Out of a Hobbesian State of Nature?" Nov. 15, 1994.
Developed and Introduced new course, PHI 369, Philosophy of Mathematics, 1993.
Member of the Graduate Program Committee, 1993-1995.

UNIVERSITY SERVICE

Dialogues Across Differences Grant Committee, Office of Diversity and Affirmative Action, Fall 2006
Affiliated Faculty, New College of Human Development, Spring 2005.
Faculty Sponsor for Jenny Hyun Cho for the William and Teresa Meyer Award for Asian and Middle Eastern Studies, 2002.
Appreciation Award for "dedication and unceasing commitment to the ideals and principles of inclusion through Multicultural Education and for promoting Human Diversity on our campus," Dean of Students Office, Office of Diversity and Affirmative Action, Nov. 6, 2002.
Proposed and Instituted the "Dialogues Across Differences" Program at Stony Brook, 2001-2003.
Advisory Board, "Intergenerational Strategies," 2002-present.
Advisory Board for Protestant Campus Ministry for Rev. Clark Berge, 2002-present.
President's Advisory Board on Diversity, 2001-2002.
Affiliated Faculty for the Honor's College, 2001-2002.
University Teaching Award Committee, 2000-2001.
Member of the Student Faculty Staff Retreat Planning Committee, 2001-2002.
Member of the Five Year Plan committee for Diversity and Internationalization, 2001.
Chair, Search Committee for CELT Multi-Media Director, 2001.
Founding President, AAFSA (Asian American Faculty Staff Association), 2001.
University Teaching Award Committee, 2000-2002.
Affiliated Faculty, Africana Studies, 2000.
Presidential Task Force for Five Year Plan, Diversity and Internationalization, 1999.
Faculty sponsor for URECA (Undergraduate Research and Creative Activities), 999, Dafina Roberts.
Faculty representative to place Asian American Month on the Campus Diversity Calendar, June 16, 1999.
Guest speaker with author Phoebe Eng, *Warrior Lessons*, at the St. John's Asian Studies Program, OCA-Long Island, June, 5, 1999.
Search Committee, New Media, New Genres Search, Art Department chaired by Howardena Pindell, 1999.
Search Committee, AIM/EOP Counselor Search Committee, chaired by William MacAdoo, 1998-1999.
Member of the American Studies Committee
Faculty support for "Is Charlie Chan Really Dead," Asian/Pacific/American Institute, NYU, April 9-11, 1999.
Focus Group Advisor, WLIW21, "The Chinese Americans", Ethnic Heritage Series, March 1999.
Asian American Center Bridge participated along with LASO (Latin American Student Organization) in the Read Aloud Program, Smithtown Middle School, April 21, 1999.
Faculty leaders with Asian American students for a meeting as Ward Melville High School administrators, teachers, Asian American parents and their children, March 27, 1999.
Technical advisor for invited lecture from Asian American Center Bridge, Museums at Stony Brook, presentation for docents, March 1999.
Asian American Literature and Culture Festival, Riley Elementary School, Riverhead, NY, March 25, 1999.
"Asian Americans and Education," Organization of Chinese Americans, February 10, 1999.
Faculty and Asian American Student Meeting with Provost Richmond and Dean Armstrong, February 5, 1999.
"An Asian American Quiz for the New Year" Chinese New Years Presentation, January 1999.Logic Lab Tour for High School Students, for Science, Mathematics, and Technology Institute, Nov. 5, 1998.
Asian American Center Bridge sponsor, *Asian American Visions*, Staller Art Gallery, Nov. 1998.
Invited to give a pre-retreat presentation "What is Community? The Role of Asian Americans in the Campus Community", October 19, 1998.
"Meeting the Need for Asian American Education," Presentation to 150 administrator, faculty, and staff at Ward Melville High School, September 3, 1998.

Faculty sponsor for John Cordero recipient of the William and Teresa Meyer Award for Asian and Middle Eastern Studies, 1998.
Faculty sponsor for Asian American Journal, Student Alliance, Chinese Kung Fu, Philippine United Students Organization, Asian American Fellowship, Stony Brook Chinese School, Thai Student Organization, Vietnamese Student Association, 1997.
Guest Speaker for *China Night*, April 11, 1997.
Faculty Sponsor, Kimiko Ryokai, William & Teresa Meyer Award for Asian and Middle Eastern Studies, 1997.
Faculty Sponsor, Mari Pagliughi, Elisabeth Luce Moore Award in International and Religious Studies, 1997.
Faculty Sponsor for URECA Project for the *Asian American Journal*, Oral History Project, and *Dim Sum: A Literary Magazine*, 1997.
Faculty Sponsor for the Simon's Fellowship Program, 1996.
Catalyst for forming the Working Group for Asian Studies, 1995.
Guest speaker, "Some Issues Facing Asian Professors and Students at USB," Asian American Forum, Nov. 1995.
Member of the Task Force on Writing appointed by Ronald Douglas, Vice Provost for Undergraduate Studies, and chaired by Harold Scarrow, 1995.
AA/EEO Committee, chaired by Judy Lochhead, 1993-present.
Logic Lab Demonstration for USB Open House Program, Fall 1994
Faculty Advisor, *Asian American Fellowship*, 1993-1994, 1994-1995.
Appointed by the Dean of Humanities and Fine Arts to serve AA/EEO Committee, 1992-1995.
Served as an elected member of the Standing Committee on Computers and Communication of the University Senate representing the Humanities and Fine Arts, 1990-1993.

COMMUNITY SERVICE

Appointed a Member of the Suffolk County Human Rights Commission by Steven Levy, April 2005-2006.
Council on Prejudice Reduction, Executive Board, 2006
Community Advisory Board, Public Television WLIW21.
Executive Board, Organization of Chinese Americans, Long Island Chapter 2000-Present.
Organizer, "A Conversation with Brooke Ellison," Wang Center Chapel, June 29th, 2005.
Organizer, Annual Pan-Asian American Read Aloud, introducing over 300 children from local schools to Asian Americans literature, history, and culture, May 4th, 2005.
Organizer, "Bridging the Gap with Michael Chang," Sponsored by the Asian American Center, the Long Island Alliance Church, and the Wang Center, March 18th, 2005.

PROFESSIONAL SERVICE

Nominated to serve on the Committee on the Status of Asian and Asian-American Philosophers and Philosophies, American Philosophical Association, 2005.
Member of the newly created APA Committee on Inclusiveness, 2001-2002.
Member of the SCP China Exchange Program Committee, 2000-2002.
Member of the NY-Metro Faculty Advisory Board for Asian American Studies, 2000-present.
Member of the Pew Charitable Trust Christian Scholars Program, 2000-2002.

Professional Organizations
American Philosophical Association
Society of Christian Philosophers
Association for Asian American Studies

Editorial Board of Journals
The Philosopher's Annual (Ridgeview Press)
Practical Philosophy (Humanities Press)

Reviewer

IEEE Transactions on Fuzzy Systems
Journal of Symbolic Logic
The Review of Metaphysics
New Oxford Review
Pew Foundation
International Philosophical Quarterly
Synthese

Related Professional Experience
Appointed as Member of the Suffolk County Human Rights Commission, 2005-2008.
New York Metro, Faculty Advisory Board for Asian American Studies, 2000-present.
Roundtable meeting on Census 2000 with community based organizations and faculty from Columbia, Hunter, and NYU, NYU A/P/A Institute, February 15, 2000.
Roundtable meeting with Executive Director of the White House Initiative on Asian Americans and Pacific Islanders, Shamina Singh, NYU A/P/A Institute, December 2, 1999.
Public Television Station WLIW 21 Community Advisory Board Member, 1999-present.
Executive Board, Organization of Chinese Americans, 2002-present
Vice-President for Education, Organization of Chinese Americans, 1999-2001
Consultant to *Newsday* for articles on Asian American issues and immigration to Long Island, 1996-2000.

REFERENCES (letters available upon request)

Logic and Philosophy of Mathematics
Alonzo Church, deceased.
Donald Kalish, late of UCLA
Nathan Salmon, University of California, Santa Barbara

Philosophy of Religion
Alvin Plantinga, emeritus Notre Dame University
Marilyn Adams, Oxford University
John Hare, Yale University
James Kelly Clark, Calvin College

Asian American Philosophy and Asian American Studies
Loni Ding, Director, Center for Educational Telecommunications, Berkeley, California.
David Haekwon Kim, University of San Francisco, Fellow Harvard Dubois Institute.
Gary Okihiro, Director, Center for the Study of Race and Ethnicity, Columbia.
John Kui Wei Tchen, Director Asian Pacific American Institute and Studies Center, New York University.
Lisa Yun, Asian and Asian American Studies, SUNY Binghamton.

1445

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

APPROVING THE REAPPOINTMENT OF GARY MAR AS A MEMBER OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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 HUMAN RIGHTS COMMISSION IS A NON-PAYING COMMISSION.

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

THERE IS NO FISCAL IMPACT; THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION IS NOT A PAYING COMMISSION.

8. Proposed Source of Funding

THERE IS NO PROPOSED FUNDING SOURCE

9. Timing of Impact

THERE IS NO TIMING OF IMPACT; HOWEVER THE RESOLUTION IS EFFECTIVE UPON ADOPTION.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Steve R. Tricarico County Executive Assistant		5/4/2009

1446

Intro. Res. No. – 2009 Laid on Table 5/12/09

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

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 NAJDEK PROPERTY – SOUTHAVEN COUNTY PARK ADDITION (TOWN OF BROOKHAVEN - SCTM#0200-666.00-01.00-023.001)

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. 877-2005, 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 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; and

WHEREAS, on November 20, 2007, Suffolk County, as SEQRA Lead Agency, in Resolution 1083-2007, issued a SEQRA negative declaration in connection with the proposed future acquisitions of properties for the preservation of open space for passive park purposes as set forth in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and II Reports, respectively; and

WHEREAS, the following property(s), as described in the 1st Resolved, is listed in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and/or Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and/or II Reports, respectively; 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 Two Hundred Fifty Thousand Dollars ($250,000.00), 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	1.6±	Arthur Najdek
	Section	666.00		39 Park Street
	Block	01.00		Yaphank, NY 11980
	Lot	023.001		

; 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) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Two Hundred Fifty Thousand Dollars ($250,000.00), 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 $250,000.00, 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 as of December 1, 2007, Open Space component, Section C12-2(A)(1) 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 pursuant to Section C12-2(A)(2)(c), this property is not to be developed and One (1) 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:

b.) lands within the watershed of the coastal stream, as determined by a reasonable planning or hydrological study; 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 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 property for passive park purposes which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued in Suffolk County Resolution No. 1083-2007.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Gen B.

COUNTY OF SUFFOLK

APR 21 2009

1446

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

April 15, 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 Najdek property (Southaven County Park Addition), in the Town of Brookhaven, under the New Suffolk County Drinking Water Protection Program. The purchase price is $250,000.00 for 1.6± acres,

Please contact me if you require any additional information.

Sincerely,

Pamela J. Greene
Assistant Director

PJG:pd
Att.
cc: Christopher E. Kent, 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

Intro. Res. No. 1447 - 2009 Laid on Table 5/12/09
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING THE SECOND BALLPARK LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE LONG ISLAND DUCKS PROFESSIONAL BASEBALL CLUB, LLC. AND THE COUNTY OF SUFFOLK

WHEREAS, the Long Island Ducks Professional Baseball Club, LLC. (hereinafter known as "the Team" as referenced in the Agreement) and Suffolk County (the County) entered into an Agreement dated as of March 13, 2000, to provide play of the Long Island Ducks baseball games at the ballpark located on the north side of Courthouse Drive, Central Islip, New York, (Ballpark) the services to be provided to Suffolk County by the Long Island Ducks Professional Baseball Club, LLC., the operation of the ballpark and additional rights and responsibilities of the hereto; and

WHEREAS, the Team is a member of the Atlantic League of Professional Baseball Clubs, Inc., a Delaware corporation; and

WHEREAS, the parties desire to insure the continued operation of the Team franchise in Suffolk County, so that the Team may play its home games at the Ballpark and operate the Ballpark for the benefit of the County and the Team; and

WHEREAS, the parties have agreed upon terms for the Second Ballpark Agreement, the term of which shall be April 1, 2010 through March 31, 2020, including the following monetary terms:

(a) Team shall pay a Guaranteed Base Fee of $225,000.00 annually;

(b) Team shall pay 25% of the gross revenue from Sky Box use licenses;

(c) Team shall pay 15% of all advertising revenue up to $750,000.00 and 7.5% of all advertising revenue above $750,000.00;

(d) Team shall pay 20% of the Gross Concession Income to the Team or paid to the Team by the concessionaires from the Food and Beverage Service Income earned during Team Special Events; PLUS

(e) Team shall pay one dollar ($1.00) per Ticket on every Ticket over 200,000 tickets issued for admission to Baseball Home Games, excluding Complimentary Tickets;

(f) Team shall pay 5% of the revenue generated by any increases in Ticket prices over the Ticket prices in the last year of the Initial Term;

(g) Team shall pay 25% of any net rental income plus a $1.00 per ticket surcharge for Team Special Events, Special Events and County Events;

(h) Team shall pay 10% percent of the net receipts from any baseball clinics/camps conducted by the Team;

(i) Team shall pay 10% percent of receipts from patio area ticket revenues; and

(j) Team shall provide a minimum of $1,000,000.00 in replacement projects and/or capital improvements over the term of the agreement; now, therefore, be it

1ST **RESOLVED,** that the County Executive be and hereby is authorized to execute the Second Ballpark License, Management and Operations Agreement, in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed; and be it further

2ND **RESOLVED,** that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(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.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1447

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective services.

1. Contractor's/Vendor's Name Long Island Ducks Professional Baseball Club, LLC

   Address 3 Courthouse Drive

   City and State Central Islip, NY Zip Code 11722

2. Contracting Department's Name Public Works

   Address 335 Yaphank Avenue, Yaphank, NY 11980

3. Payee Identification or Social Security No. N/A

4. Type of Business__Corporation__Partnership__Sole Proprietorship__Other LLC

5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of $1,000? __Yes_X_No. (Leasing ballpark from County)

5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed $1,000? __Yes_X_No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

   Frank Boulton, Managing Member, 3 Courthouse Drive, Central Islip, NY 11722

7. List all names and addresses of those individual members holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any member who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

   Frank Boulton, Managing Member, 3 Courthouse Drive, Central Islip, NY 11722
   Derrel M. Harrelson, Member, 3 Courthouse Drive, Central Islip, NY 11722
   Anton H. Rosenthal, Member, 3 Courthouse Drive, Central Islip, NY 11722

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County?___Yes_XX_No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

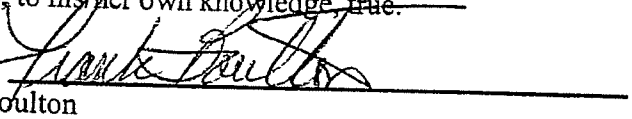
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.)

BALLPARK LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, ~~true.~~

Dated: 9/24/2009
Printed Name of Signer: Frank Boulton
Title of Signer: Managing Member
Name of Contractor/Vendor: Long Island Ducks Professional Baseball Club,LLC

Signed: 

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the 07th day of April in the year 2009 before me, the undersigned, personally appeared Frank L. Boulton 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.

Stephen P Sacchi
(signature and office of individual taking acknowledgement)

Stephen P Sacchi
Notary Public State Of New York
No. 01SA6193222
Qualified in Suffolk County
My Commission Expires 09/15/2012

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

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, and that such individual(s) made such appearance before the undersigned in_____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

_____
(signature and office of individual taking acknowledgement)

BALLPARK LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK, NEW YORK

AND

LONG ISLAND DUCKS PROFESSIONAL BASEBALL CLUB, LLC.

DATED FOR REFERENCE PURPOSES AS OF

April 24, 2009

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BALLPARK LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT

This Second Ballpark License, Management and Operations Agreement ("Second Ballpark Agreement") is made and entered into as of this _____ day of _____, 2009, by and between the Long Island Ducks Professional Baseball Club, LLC., a New York limited liability company, doing business as the Long Island Ducks (the "Team"), and the County of Suffolk, New York (the "County").

WHEREAS, the Team and the County entered into an Agreement dated as of March 13, 2000, to provide play of the Long Island Ducks baseball games at the Ballpark located on the north side of Courthouse Drive, Central Islip, New York, more particularly described in **Exhibit A** annexed hereto, (the "Ballpark"), and which further provided for the use of the Ballpark, the services to be provided to the County by the Team, the operation of the Ballpark and additional rights and responsibilities of the parties hereto; and

WHEREAS, the Team is a member of The Atlantic League of Professional Baseball Clubs, Inc., a Delaware corporation, (the "Atlantic League"); and

WHEREAS, the parties desire to insure the continued operation of the Team Franchise in Suffolk County, so that the Team may play its home games at the Ballpark and operate the Ballpark for the benefit of the County and the Team.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Team and the County agree as follows:

1. DEFINITIONS

For purposes of this Second Ballpark Agreement, the terms defined in this Section and used throughout this Second Ballpark Agreement shall have the meanings as specified herein whether stated in the plural or singular.

"**Additional Fees**" means the additional fees, if any, payable pursuant to this Second Ballpark Agreement.

"**Applicable Laws**" means any law (including common law), code, ordinance, regulation, rule, statute, order, standard, permit, license, requirement (including consent decrees, judicial decisions, settlements, judgments and orders), or charter or constitutional provision duly adopted or enacted by any Governmental Authority.

"**Atlantic League Standards**" means the agreements, standards regulations or requirements of the Atlantic League that are generally applicable to all teams participating in the Atlantic League, as set forth in **Exhibit A** or as amended or adopted in the future.

"**Ballpark Patron**" means any Person on or at the Ballpark during Team Event, a Team Special Event, a County Event, or a Special Event.

"**Baseball Event**" means each of the Team's scheduled or rescheduled Minor League Baseball playing dates in which the Team is designated as the home team.

"**Baseball Rules and Regulations**" means, collectively, Atlantic League Rules and Regulations, and any other agreements, rules, guidelines, regulations, or requirements that are generally applicable to all Minor League Ball clubs, all as the same now exist or may be amended or adopted in the future.

"**Baseball Season**" means the period commencing April 1 of each full calendar year of this Second Ballpark Agreement and ending on the date on which the Team's last home game is played during the same calendar year including any and all post-season competition, exhibition, play-off, and All-Star games, pursuant to the Atlantic League schedule.

"**Business Days**" means Monday through Friday, inclusive, other than (i) holidays recognized by the County government or the federal government and (ii) days on which the County or the federal government closes for business as a result of severe inclement weather or a declared national emergency which is given legal effect in the County. If any item must be accomplished or delivered under this Second Ballpark Agreement on a day that is not a Business Day, then it shall be deemed to have been timely accomplished or delivered if, accomplished or delivered on the next following Business Day. Any time period that ends on other than a Business Day shall be deemed to have been extended to the next Business Day.

"Common Areas" means all portions of the Ballpark and Parking Areas except the Team Areas defined below and except for any areas designated for County use on the plans referred to in **Exhibit A**, attached hereto.

"**Complimentary Tickets**" means Tickets given by the Team to Persons at no charge, including Tickets issued to baseball players of the Team and visiting team, Team personnel, visiting team personnel, personnel from other Atlantic League teams, official guests and family member of Team, visiting team or other Atlantic League teams and representatives of the media.

"**Contamination**" means the presence, release or threat of release of Hazardous Materials in, on, under or emanating to or from the Ballpark, which pursuant to Environmental Laws requires notification or reporting to any Governmental Authority, or which

pursuant to Environmental Laws requires the identification, investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or other response action to such Hazardous Materials or which otherwise constitutes a violation of Environmental Laws.

"**County Addition Rights**" means the County's development rights associated with the construction of any new buildings and/or improvements, other than the Ballpark, that result from development undertaken by the County.

"**County Events**" means all events or activities held at the Ballpark, except a Team Event or Team Special Event, which events are held under the auspices of the County.

"**County Event Food And Beverage Service Gross Sales**" means all food and beverage service sales at County Events excepting from such amounts state sales tax applicable to such sales.

"**County Indemnitees**" means all County officials, officers, employees, agents, licensees, independent contractors, and consultants.

"**Discounted Tickets**" means Tickets, other than Complimentary Tickets, sold at prices less than Face Value.

"**DPW**" means the Suffolk County Department of Public Works.

"**Environmental Laws**" means any and all present and future federal, state, and local laws, ordinances, rules, regulations, decisions, and standards relating to protection of human health and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et.seq. ("CERCLA"); the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C., chap. 6 et.seq. ("FIFRA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et.seq. ("RCRA"); the Occupational Safety and Health Act 29 U.S.C. 651 et.seq. ("OSHA"). Environmental Laws shall also include, but are not limited to, any requirements relating to underground storage tanks, the storage and use of gasoline, diesel fuel, waste oil or other petroleum products.

"**Expiration Date**" means March 31, 2020.

"**Extended Term**" has the meaning given in *Section 2.01* and shall include a duly exercised option period pursuant to *Section 2.07*.

"**Face Value**" means the value indicated on a Ticket.

"**Fees**" means the Guaranteed Base Fee plus any and all Additional Fees.

"**Food And Beverage Service Areas**" means all areas shown as such on the plans referred to in **Exhibit A** attached hereto, together with improvements, fixtures, trade

fixtures, and any future dining areas or restaurants, for use within the Ballpark which are used in connection with the operation of Food and Beverage Services in the Ballpark or its parking areas.

"**Food And Beverage Services**" means all food and beverage services required or appropriate for any and all events at the Ballpark or its parking areas, including without limitation, dining, catering, vending and food and beverage services, through fixed and portable food and beverage service stands, a restaurant, vending machines, roving vendors, and snack bars at Food and Beverage Service Areas in the Ballpark or its parking areas.

"**Force Majeure**" means Acts of God; accidents; fire or other casualty; earthquake; hurricanes; tornadoes; flood; war; riot; act of terrorism; intervention by civil or military authorities of government; insurrection or other civil commotion; governmental action; decree; terror code level or other public safety indicator that indicates a significant threat to public safety; strikes; lock-outs; boycotts or labor disputes; or any other similar or like event or occurrence beyond the reasonable control of the Party that causes the Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation under this Second Ballpark Agreement.

"**Good Standing**" means Team (i) is not presently in default of any terms or conditions under this Second Ballpark Agreement; and (ii) has not defaulted in the performance of the obligations under this Second Ballpark Agreement three (3) or more times in the past eighteen (18) months.

"**Governmental Authority**" means any national, federal, state, local or other governmental or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof, or any court, tribunal, grand jury or arbitrator.

"**Gross Concession Income**" means income from sale of Food and Beverage Services: (i) if Food and Beverage Services are provided under agreement with an experienced professional food and beverage service contractor as contemplated under **Section 8** hereof, the amounts received by the Team or the County from such contractor; or (ii) if Food and Beverage Services are undertaken and provided by the Team on a "self-operating" basis, all amounts received by the Team from the sale of food and beverages adjusted for sales taxes or chargebacks, with records of daily sales, monthly sales and expenses maintained in a manner comparable to that employed by professional food and beverage service contractors.

"**Guaranteed Base Fee**" means the amount calculated under *Section 4.01(a)*.\

"**Improvements**" mean Capital and Discretionary Improvements, which are defined as follow:

"**Capital Improvements**" means items of expenditure for improvement to the Ballpark, other than County additions as defined in *Section 11.08*, having an initial cost in excess of $15,000 and which are required to be assigned a useful life in accordance with Internal Revenue Service rules and guidelines for amortization purposes.

"**Discretionary Improvements**" means all Capital Improvements other than Necessary Improvements.

"Necessary Improvements" means Capital Improvements that are required (i) by Applicable Laws; (ii) in order to obtain insurance at commercially reasonable rates; (iii) to keep the Ballpark lighting, and fire and life safety features in compliance with Baseball Rules and Regulations; or (iv) other than Maintenance and Repairs, to replace components of the Ballpark at the end of their economic life cycle with reasonably comparable and appropriate substitutes. Capital Improvements necessitated by the Team's violation of this Second Ballpark Agreement are not Necessary Improvements.

"**Initial Ballpark Agreement**" means the Ballpark License, Management and Operations Agreement between the County and the Team, dated as of March 13, 2000.

"**Initial Commencement Date**" means April 28, 2000.

"**Initial Term**" means the period from the Initial Commencement Date through March 2010.

"**Litigable Matters**" means any and all claims, demands or other actions by a Party seeking declaratory, injunctive, specific performance or other equitable relief in respect of the performance, breach, or interpretation of any provision of this Second Ballpark Agreement.

"**Maintenance and Repairs**" means work, labor and materials of a routine, regular or preventative nature that are reasonably required in the ordinary course of business to be performed and used to: (i) maintain the Ballpark in good, clean working order as a first class sports facility; (ii) maintain the Ballpark in compliance with all Applicable Laws, Atlantic League Standards, and Baseball Rules and Regulations; (iii) maintain all equipment, machinery, systems and fixtures included in the Ballpark in compliance with all stipulated maintenance in the applicable operating manuals; (iv) repair or restore components of the Ballpark as a result of ordinary wear and tear, damage or destruction, including periodic painting and application of protective coatings; (v) perform grounds keeping and maintenance of the Ballpark field in accordance with Baseball Rules and Regulations; (vi) replace, at the end of their economic life cycle, those components of the Ballpark whose reasonably expected economic life at the time of original installation was two years or less; and (vii) repair damage and correct conditions caused by Team's Misuse.

"**Mechanics Lien**" means a statutory lien securing payment of money for work done or materials provided in connection with the Ballpark by a mechanic, materialman, laborer, supplier, or vendor.

"**Operating Year**" means the calendar year.

"**Option Period**" shall have the meaning set forth in *Section 2.07*.

"**Option to Renew**" shall have the meaning set forth in *Section 2.07*.

"**Parking Areas**" means all areas shown as such on the plans referred to in **Exhibit A** attached hereto.

"**Parties**" means the County and the Team.

"**Permitted Uses**" means the uses of the Ballpark by the Team that are permitted under **Section 3**.

"**Person**" means an individual, partnership, corporation (including a business trust),: joint stock company, trust, unincorporated association, joint venture or any other entity, the United States, or a federal, state or political subdivision thereof or any agency or court of such state or subdivision.

"**Renewal Term Commencement Date**" shall have the meaning set forth in *Section 2.07*.

"**Required Utilities**" means all water, sewer, electric, telephone, cable television, and gas services for the Ballpark and on-site Parking Areas.

"**Reserved Parking Area**" means the approximately two hundred (200) parking spaces in the on-site Parking Area directly adjacent to the Ballpark for exclusive use, *inter alia*, by team and visiting team players and their families, team and visiting team front office staff, Atlantic League officials, food and beverage service workers, and preferred seating patrons.

"**Separate Property**" means those supplies and items of equipment that are owned by the Team or its permitted subtenants or licensees and that, in accordance with *Section 2.04*, are not part of the Ballpark. Without limiting the generality of the foregoing, Separate Property may include items such as office furniture and equipment, food and beverage preparation and storage equipment, and baseball practice, training and exercise equipment. Property does not qualify as Separate Property if: (i) it is incorporated into or integral to the structure of the Ballpark; (ii) would materially change the exterior aesthetics of the Ballpark; or (iii) would change the essential nature of the Ballpark and the purposes for which it was intended to be used. Buildings and building fixtures may not be Separate Property. To the extent Separate Property constitutes Capital Improvements, it shall be deemed to be Discretionary Improvements.

"**Special Event**" means any event, other than a Baseball Event, at the Ballpark for which spectators or participants are admitted with or without charge, and which are promoted and managed by third parties under contract with the Team, including, but not limited to, concerts, conventions, shows, trade shows, convocations, celebrations, business meetings, catered events, sporting events, public exhibitions, and similar events.

"Stadium Field" means the playing surface located inside of the Ballpark.

"**Sky Boxes**" means the private viewing boxes constructed as part of the Ballpark.

"**Team**" means the Long Island Ducks Professional Baseball Club, LLC and its successors and authorized assigns under this Second Ballpark Agreement.

"**Team Areas**" means the Team administrative office area, locker room areas, training areas, press box area, Stadium Field, dugouts, batting cages, ticket office, storage areas, maintenance areas, Novelty Store Area, and all Sky Boxes.

"**Team Ballpark Services**" means first-class facility services comparable to those employed at the Thomas J. Dodd Stadium in Norwich, Connecticut and the Mercer County Stadium in Trenton, New Jersey and similar Ballparks in the future and shall consist of the following:

a. "**Stadium Field and Surrounding Grounds Maintenance**" - means and includes, but shall not be limited to, maintenance of the Stadium Field and exterior landscaped areas of the Ballpark which maintenance shall include, without limitation: periodic mowing; watering; fertilizing; other chemical treatments required to maintain the Stadium Field at professional Ballpark quality and the exterior grounds in an attractive condition; sod replacement resulting from the use of the field, specialized turf care as required such as aeration and other treatments which are required to maintain the quality of the field as defined herein; and the maintenance of all unsodded areas of the field.

b. "**Stadium Field Preparation**" - means Stadium Field preparation in advance of Team Events which shall include but not be limited to lining the Stadium Field, preparation of the unsodded areas of the Stadium Field, installation of bases, such other services needed to fully prepare the Stadium Field for Team Events, and restoration of the Stadium Field surface as required by uses of the Stadium Field other than for Team Events.

c. "**Pre-Event Stadium Field Preparation**" - means the preparation of the Stadium Field for any County Event, Special Event or Team Special Event, other than a baseball game as may be required for such event including but not limited to conversion of the Stadium Field for other athletic events, installation of any supplemental seating equipment,

installation of stage or platform equipment and/or temporary lighting which maybe required for the event. Pre-Event Stadium Field Preparation shall be performed by the Team or, when necessary, by other parties under the supervision of the Team.

d. "**Janitorial Services**" - means the cleaning and maintenance of all Team Areas and Common Areas during and after all Team Events, Team Special Events, Special Events, and County Events held in the Ballpark, including but not limited to the stocking of all restrooms with paper products as required prior to such events, the disposal of all trash collected from such areas immediately after such events, the pickup of all trash and debris from all parking areas no later than 6:00 A.M. on the morning following such events and any needed clean-up of trash and debris from public areas surrounding the Ballpark. All Janitorial Services provided to the Team Areas and Common Areas shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with all Applicable Laws.

e. "**Facility Services**" - means the operation and staffing of the Ballpark video scoreboard, the public address system, the box office, all ticket booths, ushering services and parking lot attendant services, first-aid room, on-site and parking lot security services, the opening and closing of the Ballpark, the operation of all Ballpark utilities at all Team Events, County Events, Special Events, and Team Special Events.

"**Team Events**" means any Atlantic League scheduled Team baseball game or other baseball-related events, such as Team practices not open to the public, held at the Ballpark by the Team with the approval of the County pursuant to **Section 14** other than a Team Special Event.

"**Team's Misuse**" means any use of the Ballpark by the Team which is not permitted by this Second Ballpark Agreement, and any negligent or willful acts of the Team or any of its employees, agents, representatives, assigns, concessionaires, patrons, licensees, guests, or invitees, the result of either of which is to cause any damage to the Ballpark, the correction of which requires any expenditure of funds by the County.

"**Team Special Events**" means a minimum of five (5) events each calendar year during the term of this Second Ballpark Agreement, scheduled pursuant to **Section 14** hereof and subject to the approval of the County.

"**Ticket**" means tickets, invitations and passes for admission to Team Events, Team Special Events, Special Events, and County Events including admission to seating or standing areas within Ballpark that afford spectator views of the Team Events, Team Special Events, Special Events, and County Events.

"**Title Sponsor**" means the entity awarded naming rights to the Ballpark pursuant to a title sponsorship agreement with the County.

2. TERM OF AGREEMENT

Section 2.01 **Term:** The Team currently manages and operates the Ballpark pursuant to the Initial Ballpark Agreement, for an Initial Term, commencing April 28, 2000 through March 31, 2010. For the Rent and upon the terms and conditions contained in this Second Ballpark Agreement, the County hereby extends the term through March 31, 2020 (called the "**Extended Term**").

Section 2.02 **Return of Ballpark:** Upon the Expiration Date or in the event of termination pursuant to Section 17, the Team shall peaceably surrender possession of the Ballpark to the County and deliver all keys to any enclosed or secured areas of the Ballpark to the County and make known to the County the combination of all locks of vaults then remaining in the Ballpark, and shall return the Ballpark to the County in good condition and repair, excluding normal wear and tear and subject to loss or damage by fire or other casualty.

Section 2.03 **Quiet Enjoyment:** Except during the continuance of a Team Default, the Team shall have the right to quiet enjoyment of the Ballpark and its other rights under this Second Ballpark Agreement without hindrance or interference by the County or by any Person lawfully claiming through or under the County.

Section 2.04 **Separate Property:** Subject to *Section 6.01*, the Team and its permitted contractors and licensees may install, keep, and maintain Separate Property on and in the Ballpark in which the County shall have no property interest. Separate Property is not part of the Ballpark and may be removed at any time provided that the Team repairs any material damage to the Ballpark caused by the removal.

Section 2.05 **Surrender:** Upon the expiration or earlier termination of the Term, the Team shall peaceably and quietly leave, surrender and yield up to the County, all and singular, the Team Areas and the Ballpark free of all occupants and free of all claims by the Team or any other person or entity against the County for any repairs, replacements or improvements made to the Team Areas or the Ballpark. The Ballpark shall be returned to the County, including all operational and mechanical systems, in good working order and repair. Any Separate Property of the Team which shall remain in the Ballpark after the expiration of the term of this Second Ballpark Agreement or sooner termination thereof, and after the removal of the Team from the Ballpark, may, at the option of the County, and after written notice to the Team, be deemed to have been abandoned, and either may be retained by the County as its property or may be disposed of in such manner as the County may see fit. Upon the expiration or earlier termination of this Second Ballpark Agreement, the Team also shall assign to the County such of its licenses, and entertainment and maintenance contracts which are not related to the baseball operations of the Team, which the County, at its option, requires in writing to

have the Team assign to it, providing that the County shall be responsible to fulfill only such of those obligations of the Team which arise after such assignment and are attributable to periods after such assignment and be entitled to only those rights which fairly may be apportioned to such obligations. With respect to only such of the obligations of the Team which arise after such assignment and are attributable to periods after such assignment, the County shall indemnify, defend and hold the Team, its members, agents and employees, harmless from any and all claims brought against them arising from the County's breach of any of the Team's licenses, entertainment contracts and contracts for goods and services assigned under this *Section 2.05*. To facilitate such assignments, the Team further agrees to use its best efforts to incorporate a provision in each of such contracts, subleases and licenses by which the other party to that agreement agrees to any future assignment of the Team's rights and obligations there under to the County in accordance with the terms of this *Section 2.05*.

Upon the expiration or earlier termination of this Second Ballpark Agreement, the County shall have the benefit of any and all guarantees or warranties which the Team may possess or be entitled from any person or entity who performed any work or made or supplied any improvements, installations and/or equipment for or to the Ballpark which provide for repairs or replacements by the guarantors or warrantors. As to all such guarantees and warranties which are freely assignable, the Team shall, promptly upon request by the County, assign same to the County.

Section 2.06 **Hold Over**: If the Team, or any Person acting by or through the Team, shall retain possession of the Ballpark after expiration or earlier termination of the Term, for the period during which the Team or such Person so retains possession of the Ballpark, the Team shall pay the Guaranteed Base Fee, monthly in advance to the County at an amount equal to the Guaranteed Base Fee that was payable by the Team during the immediately prior year plus a 10% escalation over said previously paid Guaranteed Base Fee. Additional Fees, if any, shall be payable within forty-five (45) days after the end of the Baseball Season. The Team shall indemnify the County and County Indemnitees and hold them harmless from and against all liabilities, damages, obligations, losses, and expenses sustained or incurred by them by reason of such retention of possession of the Ballpark by the Team or such Person, except to the extent the same is the result of or arises out of the negligence or intentional misconduct of the County or the County Indemnitees. If the retention of possession of the Ballpark is with the written consent of the County, such license shall be from month to month and in no event from year to year or any period longer than month to month. The provisions of this *Section 2.06* shall not constitute a waiver by the County of any re-entry rights or remedies of the County available under this Second Ballpark Agreement. Except as modified by this *Section 2.06*, all terms and provisions of this Second Ballpark Agreement shall apply during any holdover period. During any such holdover period, each Party shall give to the others at least 30 days written notice to quit the Ballpark, except in the event of nonpayment of Rent when due, or of the breach of any other covenant by the Team, in which event the Team shall not be entitled to any notice to quit, the usual thirty (30) days notice to quit being expressly waived. Notwithstanding the foregoing provisions of this *Section 2.06*, if

the County shall desire to regain possession of the Ballpark promptly at the expiration of the Term or any extension thereof, the County may re-enter and take possession of the Ballpark by any legal action or process in force in the State of New York.

Section 2.07 **Option to Renew**: Team may exercise an option to renew this Second Ballpark Agreement for an additional term of ten (10) years upon the expiration of the Extended Term (the "Option Period), with the County Executive's consent, which consent shall be granted so long as the Team is in Good Standing at the time the Option to Renew is exercised. The Option to Renew may be exercised by the Team providing written notice to the County Executive of its intention to exercise the option at least fifteen (15) months prior to the expiration of the Extended. In the event the Option to Renew is duly exercised in accordance with the provisions of this *Section 2.07*, the Renewal Term shall commence on the date immediately following the Expiration Date ("Renewal Term Commencement Date") and the Team's use of the Ballpark shall be otherwise on all of the terms, covenants and conditions of this Second Ballpark Agreement, except that there shall be no further renewal right.

3. PERMITTED USES

Section 3.01 **Permitted Uses:** Except as provided in this **Section 3**, the Team shall have the right to use the Ballpark for:

(a) Team Events;

(b) Team Special Events;

(c) Special Events;

(d) County Events;

(e) Such uses as are commonly made of Minor League Baseball ballpark facilities of comparable scale to the Ballpark, including but not limited to concessions, retail sales, food and beverage service, restaurants, clubs, meetings, catered events, conventions, receptions, entertainment, arcade, recreational activity, fan appreciation activity, hall of fame, and business office as provided in this Second Ballpark Agreement or other written agreement hereinafter executed by the parties; or

(f) Subject to the prior written consent of the County, for any other lawful purpose.

Section 3.02 **Negative Covenants:** The Team shall not permit waste or a nuisance to be committed with respect to the Ballpark. The Team shall not permit any use of the Ballpark that creates safety hazards or that would interfere with the safe and normal operation, management and maintenance of the Ballpark. The Team shall not violate, or permit the violation of, any condition imposed by any insurance policy required to be maintained by the Team under this Second Ballpark Agreement and in effect in respect of the Ballpark and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Ballpark which would materially increase any insurance rate in respect of the Ballpark over the rate which would otherwise then be in effect pursuant to this

Second Ballpark Agreement or which would result in insurance companies of good standing refusing to insure the Ballpark in amounts reasonably satisfactory to the County, or which would result in the cancellation of, or the assertion of any defense by the insurer in whole or in part to claims under, any policy of insurance required to be maintained under this Second Ballpark Agreement with respect to the Ballpark.

4. COMPENSATION PAYABLE BY THE TEAM TO THE COUNTY

Section 4.01 **Amount Of Compensation Payable**: In consideration of the use of the Ballpark by the Team as provided herein, and the granting of the food service, advertising, broadcast, and other rights as provided for in **Sections 8, 9,** and **10** herein, the Team shall pay to the County, within fifteen (15) days of the end of each month during the Extended Term of this Second Ballpark Agreement, except as otherwise provided herein, for all events held in the Ballpark during each calendar year the following payments:

(a) Guaranteed Base Fee of $225,000.00 annually. No matter how many tickets are sold annually, the County shall receive the Guaranteed Base Fee, payable in equal monthly installments commencing on the first day of each year and paid in full on or before December 1st of each year of the Extended Term; PLUS

(b) Sky Box Fees as described in *Section 10.04*, payable on June 15th and any remaining balance payable on November 15th of each year; PLUS

(c) Fifteen (15%) percent of all advertising revenue up to $750,000.00 and seven and one half percent (7.5%) percent of all advertising revenue above $750,000.00, payable on June 15th and any remaining balance payable on November 15th of each year; PLUS

(d) Twenty (20%) percent of the Gross Concession Income to the Team or paid to the Team by the concessionaire, from the Food and Beverage Service Income earned during Team Special Events; PLUS

(e) One dollar ($1.00) per Ticket on every Ticket over 200,000 tickets issued for admission to Baseball Home Games, excluding Complimentary Tickets described in *Section 22.02*; PLUS

(f) The County shall receive 5% of the revenue generated by any increases in Ticket prices over the Ticket prices in the last year of the Initial Term; PLUS

(g) For Team Special Events, Special Events and County Events, the County shall receive twenty-five (25%) percent of any net rental income and a $1.00 per ticket surcharge; PLUS

(h) Ten (10%) percent of the net receipts from any baseball clinics/camps conducted by the Team; PLUS

(i) Ten (10%) percent of receipts from patio area ticket revenues;

(j) Fifty (50%) percent of net parking income, if any, in accordance with the provisions of *Section 19.01*; and

(k) Unless otherwise provided in this **Section 4**, the amounts described above shall be payable to the County monthly and any adjustments necessary shall be paid no later than January 15 of each year for the prior year, said obligation surviving the expiration of this Second Ballpark Agreement.

Section 4.02 **Payment For County Novelty And Souvenir Sales:** Payment to the County of its portion of County Novelty and Souvenir Gross Sales pursuant to *Section 9.04* herein, shall be made within thirty (30) days of the end of the month in which said sales occurred. §8.02 of Initial Ballpark Agreement.

Section 4.03 **Audit And Accounting:** With each payment of compensation described in *Section 4.01* other than the Guaranteed Base Fee, the Team shall submit to the County a complete accounting which will include the source of all receipts from the revenue sources described in *Section 4.01* and any applicable deductions for state sales tax. By March 1st of each year, a certified financial report prepared by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants for the prior year prepared as described herein shall be filed by the Team with the County. Upon request by the County, the Team shall also provide to the County copies of all state gross sales tax returns filed with the State of New York, along with a list of any individual or entity having an ownership or investment interest in the Team during the prior year and as of the prior January 1. The obligations in this *Section 4.02* shall survive termination of this Second Ballpark Agreement. The Rules and Regulations of the Suffolk County Comptroller are annexed hereto and made a part hereof. The Team agrees to abide by the Rules and Regulations of the Suffolk County Comptroller, as they may be, from time to time, amended.

Section 4.04 **Maintenance Of Books And Accounts**: All books, accounts, and records, including all state gross sales tax returns and such other reports that the Team may be required to furnish to any governmental agency, shall be open to the inspection of the County at the Team offices within the Ballpark at all reasonable times, and upon reasonable notice. Such books and records shall be maintained by the Team for at least a six year (6) period from the end of the calendar year in which the filing as referred to herein occurred. The review and audit may be performed by the County's internal staff or by advisors or an independent certified public accounting firm. The County shall bear the cost of the review and audit. Any such review or audit must be conducted in such a manner as to preserve all proprietary and confidential information. The results from any such audit shall be shared with the Team. In addition, the Team agrees to submit to the County on a monthly basis during the Baseball Season a report containing accurate attendance information in a form to be agreed upon by the Team and the County. In addition, the Team agrees as follows:

(a) The Team shall submit to the County a season ticket manifest as beginning inventory count.

(b) The Team shall submit daily sales (ticket) reports following each Team Event, Team Special Event, County Event or Special Event to the County within three (3) days after the event or home stand, including the number of complimentary tickets used and appropriate category of user.

(c) All related books and records regarding ticket sales shall be available to the County for suitable annual review or audit.

Section 4.05 **Fiscal Year:** The Team shall adopt a fiscal year identical to the calendar year.

Section 4.06 **No Waiver Of Deficiency:** The acceptance of any amount by the County shall not be construed an admission of the accuracy of the financial statement or statements filed with such amount or an admission or acceptance of the sufficiency of the amount to comply with the terms of this Second Ballpark Agreement for a period of six (6) years from the end of the calendar year in which the filing or the acceptance referred to herein occurred.

Section 4.07 **Manner of Payment:** Fees payable by the Team under this Second Ballpark Agreement shall be paid in legal tender of the United States of America by, at the election of the County with reasonable prior written notice to the Team, wire transfer or check drawn on a United States bank (subject to collection), to the County at the County's address designated pursuant to **Section 33**, or at such other address or to such assignee of the County as the County may designate from time to time by written notice to the Team. The County's acceptance of Fees or other amounts paid under this Second Ballpark Agreement, after the same shall have become due shall, not excuse a delay in payment by the Team on a subsequent occasion.

5. BALLPARK DESCRIPTION

Section 5.01 **Description:** The Ballpark provided for the use of the Team shall be the building and related facilities, improvements, permanent installations, constructed or installed, or to be constructed or installed therein, thereon, or there under, located at 3Courthouse Drive, Central Islip, New York 11722, and further described at **Exhibit A**.

Section 5.02 **Modifications To Structure:** Any capital improvement to the Ballpark during the Extended Term of this Second Ballpark Agreement shall be subject to the prior approval of the Team, which approval shall not be unreasonably withheld or delayed.

6. TEAM USE OF BALLPARK

Section 6.01 **Grant Of Use And Operation Rights:** The County hereby grants to the Team the exclusive right to use the Ballpark and adjacent parking lot on the days scheduled for Team Events and Team Special Events during the term hereof, for and in consideration of the compensation payable by the Team to the County under **Section 4** hereof and the obligations assumed and undertaken by the Team hereunder. Subject to the terms and conditions of this Second Ballpark Agreement, the County hereby grants to the Team, and the Team hereby accepts from the County, the rights and responsibilities herein set forth in and to the Ballpark. This Second Ballpark Agreement does not confer upon the Team any title, leasehold or other estate of any kind, or any interest in or to the Ballpark, other than the rights pertaining to the Ballpark set forth herein. The Team may, upon the sole discretion of the Commissioner of Public Works, install a sign on County property in close proximity to the Ballpark displaying the name and a description of events in the Ballpark. The installation, design and content of said sign shall be subject to the sole discretion of the Commissioner. The Team shall not have the power to, nor shall it attempt to, create or permit the creation or continuance of, any lien, encumbrance or charge which is or might become a lien, encumbrance or charge against the Ballpark, other than against team personality or trade fixtures. In the event of an emergency, the Team shall notify the County immediately of said emergency and shall contact the County through the Department of Public Works (DPW) at the emergency number provided to the Team.

Section 6.02 **Reservation Of Rights By The County:** All rights to occupy, use, enjoy, or derive benefit from the Ballpark not expressly granted herein to the Team are reserved to the County during the Extended Term and any Renewal Term. Without in any way limiting or defining the extent of the reservation of this *Section 6.02*, the County expresses its intent to schedule County sponsored events as set forth herein, and to retain the Ballpark naming rights and any exterior signage associated therewith, parking income (except as otherwise provided pursuant to *Section 19.01*), if any, ATM license income, pay telephone income and all other revenue sources, not expressly covered by this Second Ballpark Agreement, for the County's benefit. The County shall enjoy continual access to all Common Areas in the Ballpark. The Team shall provide to the County copies of any and all keys, codes, combinations, etc. necessary for the County to have continual access to all Common Areas in the Ballpark. The Team shall provide to the Commissioner of Public Works one copy of any and all keys, codes, combinations, etc. necessary for the County to have continual access to all Team Areas and Food and Beverage Areas in the Ballpark.

Section 6.03 **Use For Home Games:** The Team agrees to play all its home games, estimated to be 70 in number during a full Atlantic League season, during its Baseball Season at the Ballpark through the Extended Term of this Second Ballpark Agreement. In addition to permitting the Team to use the Ballpark for its home games during the Baseball Season, the County shall permit the Team to use the Ballpark for scheduled Team practice, playoff and, when applicable, Atlantic League All Star Game play on

those dates approved by the County and the Team in accordance with the provisions of *Section 14.02* herein. The Team shall be permitted to conduct promotional events before and after baseball games with all such events being scheduled pursuant to said *Section 14.02*. These promotional events shall in no way interfere with the operation of the Courts located in Central Islip.

Section 6.04 **Starting Times For Team Events And Team Special Events:** No Team Event or Team Special Event shall be scheduled to start earlier than 6:00 P.M. on weekdays and no later than 8:30 P.M. on any day of the week without the prior written approval of the County. In the case of a Team double header baseball game, this Section shall not preclude the second game from being played upon the completion of the first game nor preclude completion of a game following a rain or fog delay.

Section 6.05 **Additional Use Of The Ballpark By The Team:** The Team will be permitted to schedule at least five (5) additional Team Special Events, other than baseball-related events in the Ballpark, said Team Special Events are subject to the approval of the County pursuant to *Section 14.02* herein concerning open date scheduling.

Section 6.06 **Compliance With Occupancy Limitations:** The use of the Ballpark by the Team or the County pursuant to this Second Ballpark Agreement shall not result in the Ballpark occupancy limitations, as established by the Fire Marshal, being exceeded. The use of temporary seating and/or seating in areas other than those areas designated as permanent seating areas in the plans and specifications attached hereto as **Exhibit A** or in such supplemental seating areas as may be designated by the County, is subject to the prior approval of the County, which approval shall not be unreasonably withheld or delayed.

Section 6.07 **Administrative Office Area:** In consideration of the Team playing its home games at the Ballpark during its Baseball Season, and providing County Ballpark Services as provided herein and to facilitate the provision of such services, approximately 3,600 square feet of office space, in accordance with **Exhibit A**, in the Ballpark along with batting cage facilities will be provided for the use of the Team on a year-round basis during the Extended Term of this Second Ballpark Agreement, such office space being designated as the Administrative Office Area and such batting cages being designated as "Proposed Batting Cages" and being described in **Exhibit A**. In addition to Team use of this area, the Administrative Office Area may be used for other sports related purposes associated with the Long Island Ducks Professional Baseball Club, LLC. All furnishings and equipment required for such space shall be the sole responsibility of the Team. The Team shall maintain such areas in a clean condition at all times.

Section 6.08 **Novelty And Merchandise Sales Store:** The Team shall have the right, on a year-round basis, to use the novelty and merchandise sales store in the Ballpark for sale of the Team novelty and merchandise items, and shall also sell County novelty and souvenir items therein in a well-displayed manner. In advance of any sales, the Team

shall submit a descriptive list of such items to the County for the County's review and approval, which approval shall not be unreasonably withheld or delayed.

Section 6.09 **Team Area Furnishings:** The Team shall be responsible for the provision of all furnishings (Separate Property) required for its utilization of the Team Areas.

Section 6.10 **Use Of Parking Areas:** The County shall have the right to use the Parking Area at any time, except that the Team also has the right to use the Parking Area for a reasonable time prior to, and four (4) hours subsequent to, Team Events. Such use must be consistent with and not interfere in any manner with the use of the Parking Area by the Courts at that location. The Team shall have the exclusive right at all times to use the Reserved Parking Area.

7. BALLPARK OPERATION AND SERVICES

Section 7.01 **Team Ballpark Services:** The Team will provide all Team Ballpark Services required for Team Events, County Events, and Team Special Events held in the Ballpark and will retain, employ, compensate, train and manage sufficient numbers of polite and well-groomed personnel to provide such services in a high quality and professional manner during the Extended Term of this Second Ballpark Agreement.

Section 7.02 **Community Relations:** The Team agrees to work in good faith with the County, and with elected officials from the various political election districts in which the Ballpark is located, to develop programs to minimize the adverse impact of the Ballpark operation on the neighborhoods in which the Ballpark is situated or which are directly affected by the Ballpark. The Team expressly agrees to give preference, in good faith throughout the Extended Term of the Second Ballpark Agreement to qualified applicants who are residents of neighborhoods located in the vicinity of the Ballpark for purposes of employment at the Ballpark, and the Team agrees to formulate and implement measures designed to realize such policy, including, but not limited to, the conduct of job fairs at least annually. For purposes of employment at the Ballpark, the Team shall give first preference to residents of economically disadvantaged neighborhoods in Central Islip and second preference to all other qualified residents of the County before hiring non-County residents. The Team acknowledges that the County may permit area contestants to fly school or team flags, pennants or banners on contestant's game days or other appropriate occasions on the days of use by such school or team. Further, the Team agrees to participate in any summer youth jobs program sponsored by the County.

Section 7.03 **County Ballpark Services:** Upon the Commencement Date of the Second Ballpark Agreement, the Team shall provide the County with all Team Ballpark Services as may be required for any County Events held in the Ballpark. County Ballpark Services shall be provided at the sole expense of the County. The Team and the County shall adopt a mutually agreeable schedule of services and costs to be utilized in the assessment of costs for County Ballpark Services to be rendered by the Team in connection with events other than Team Events (the "Schedule of Services and Costs").

Beverage Services in the said Areas, either directly or by entering into a Food and Beverage Service Agreement granting a license to operate the Food and Beverage Service Areas and certain novelty sales to such professional food and beverage service operator as may be acceptable to the Team and reasonably approved by the County.

Section 8.02 **Dining Areas:** The County may grant to the Team the right to operate any restaurant and/or dining facilities that may be constructed by the County, or by the Team if so permitted by the County, as an addition to the Ballpark. To the extent a restaurant and/or dining facility is constructed, the parties agree that the payment of the design and construction costs of such facility shall be borne by the Team. The Team acknowledges the County and/or the Team will necessarily have to comply with the County's procurement policies and procedures for such a project.

Section 8.03 **County Approval Of Team Food And Beverage Services Agreement:** The Team shall advise the County when it intends to enter into a Food and Beverage Service Agreement with a professional food and beverage service operator. The material terms of such Food and Beverage Service Agreement shall be disclosed to the County for its reasonable approval, which shall not be unreasonably withheld or delayed. The material provisions of the Team Food and Beverage Services Agreement shall not be modified except with the prior written approval of the County, which shall not be unreasonably withheld or delayed. Should the Food and Beverage Services Agreement be terminated, the Team shall have the right to provide Food and Beverage Services and certain novelty sales as described in the agreement either directly or through another Food and Beverage and Service Agreement entered into with another professional food and beverage service operator with the selection of that operator being subject to the reasonable approval of the County, which approval shall not be unreasonably withheld or delayed. If the Team undertakes the self-operation of the Food and Beverage Service, the Team shall provide the same level of first quality service provided at first-class professional baseball facilities and the Team shall submit a business and operations plan to the County for the County's prior written approval, which approval shall not be unreasonably withheld or delayed.

Section 8.04 **Food And Beverage Service Area Employees:** The Team or any professional food and beverage service operator shall bring a reasonably sufficient number of qualified workers to the Ballpark in order to operate the Food and Beverage Services Agreement. All such workers shall at all times be neatly, modestly and cleanly dressed.

Section 8.05 **Food And Beverage Service Area Janitorial Services:** Janitorial Services to the Food and Beverage Service Areas shall be provided (i) pursuant to a Janitorial Services Agreement entered into by the Team with a professional janitorial services operator, if any, or (ii) by the Team directly.

Section 8.06 **Improvements To Food And Beverage Service Areas By The Team** The Food and Beverage Service Areas in the Ballpark will be decorated, appointed and

equipped by the Team and, as finished, will permit the installation of all equipment necessary for the provision of Food and Beverage Services as defined herein and pursuant to any above-referenced agreement between the Team and its professional food and beverage service operator. The Team may, from time to time, make alterations to said areas with the prior, written consent of the County. The Team agrees to post a performance bond in a form satisfactory to DPW to secure timely installation of said alterations in a good and workmanlike manner.

Section 8.07 **Price List:** The price list of food and beverages to be sold in the Ballpark as provided herein shall be submitted to the County for approval prior to March 31st of each year during the Extended Term. Said approval shall not be unreasonably withheld or delayed. The County's approval shall not be withheld or delayed if the proposed prices fall within the price range for comparable items at other professional event facilities in the Northeast United States.

Section 8.08 **Compliance With Federal, State, and Local Rules and Regulations:** The Team shall assure that the Food and Beverage Service Areas are operated in a clean and healthy manner and in compliance with all Federal, State, and Local laws, rules, regulations, statutes, and ordinances.

Section 8.09 **Compliance With State Alcoholic Beverage Statutes and Regulations:** The Team shall assure that the provision of Food and Beverage Services is in compliance with all statutes and regulations concerning the sale of alcoholic beverages. The compliance of the Food and Beverage Service Areas with all statutes and regulations concerning the sale of alcoholic beverages shall be the responsibility of the Team. Further, it is understood and agreed that the Ballpark is to be operated as a family friendly facility and the Team shall exercise its best efforts to assure that the consumption of alcohol does not infringe on the mutual enjoyment of the Ballpark by parents and children. In furtherance of this goal, the Team shall institute appropriate policies regarding the sale of alcoholic beverages and shall train vendors to implement such policies.

Section 8.10 **Licenses and Permits**: The Team shall obtain and maintain throughout the Extended Term, all licenses and permits which may be required by the State of New York, the County or any other governmental agency or body for the use, operation or management of the Ballpark. The Team shall at all times observe all rules and regulations pertaining to such licenses and permits and avoid any loss or suspension thereof. The Team shall assure that all applicable state and/or local permits and licenses for the provision of Food and Beverage Services in the Ballpark will be obtained either directly or, during the period of the Team's agreement with its professional food and beverage service operator, by said professional food and beverage service operator, for the provision of Food and Beverage Services.

Section 8.11 **Quality of Food and Beverage Services:** The Team acknowledges that the provision of high quality Food and Beverage Services in a manner pleasing to the

public is of utmost importance to the overall success of the Ballpark and at events held in the Ballpark. The Team shall take all reasonable efforts to assure that food is of high quality and consistent with the goals of the Team and the County to enhance attendance at all events held in the Ballpark.

Section 8.12 **Services To Specialized Seating Area:** The Team, in the provision of Food and Beverage Services, either directly or through its Food and Beverage Service Agreement, shall provide wait person Food and Beverage Services to all Sky Box areas and Club seating areas.

Section 8.13 **Beverages In Bottles, Gum, and Tobacco Products:** In the provision of Food and Beverage Services, either directly by the Team or through its Food and Beverage Service Agreement, no beverages in glass bottles, gum, tobacco products, fire works, silly string, or items prohibited by law or County ordinance and other nuisance items will be sold in the Ballpark. Unless specifically authorized in advance by the County, consumption of food and beverages of any kind by spectators in the parking areas will be prohibited, and the Team and the County shall take all reasonable steps to prevent such consumption.

Section 8.14 **Use Of Ballpark Picnic Terrace:** The Ballpark Picnic Terrace as designated in **Exhibit A** may be utilized by the Team's professional food and beverage service operator for casual dining services during any Team Event, Team Special Event or County Event, and the Team shall take all reasonable steps to prevent members of the public from bringing in food and beverages from outside the Ballpark.

Section 8.15 **Local Vendors:** The Team shall use all reasonable efforts directly and/or in its relationship with the professional food and beverage service operator to permit at least five (5) appropriately licensed local food and food service supply vendors/retailers to sell and/or supply their existing products having a local reputation within the Ballpark during events. Such food and food service supply vendors shall be food and food supply retailers or wholesalers or purveyors established in Suffolk County, and the Team shall actively pursue such vendors through its promotion and advertising efforts. With respect to food and beverage retailers, as described above, the Team shall allow at least two retailers (if the willingness exists) to sell their respective products in the ballpark at any Team Event, Team Special Event or County Event on a rotating basis. The County has delegated authority to, and the Team shall provide a local vending list, to the County Committee designated by Resolution 858-1998 simultaneous with the Team's submission of the Food and Beverage Service Agreement not later than April 15 of each year during the Extended Term of this Second Ballpark Agreement. Such list shall be reasonably satisfactory to the Committee and any approval shall not be unreasonably withheld, conditioned or delayed. The Committee shall be deemed to have approved the list if no written response is issued within thirty (30) days of receipt of the list.

9. SOUVENIR AND NOVELTY ITEMS

Section 9.01 **Team Souvenir And Novelty Items**: The County hereby grants to the Team an exclusive souvenir and novelty license, except as provided for in *Sections 9.03, 9.05* and *9.06* herein, permitting the sale of souvenir and novelty items from those areas of the Ballpark designated as Team Novelty and Souvenir Areas in **Exhibit A** at all Team Events, Team Special Events, and County Events held in the Ballpark. The grant of this exclusive license includes the right of the Team to provide souvenir and novelty items in the said Areas, either directly or by entering into an agreement granting a sublicense to operate certain souvenir and novelty sales to such professional sublicensee as may be acceptable to the Team and reasonably approved by the County, and any approval shall not be unreasonably withheld, conditioned or delayed.

Section 9.02 **Janitorial Services:** The Team shall provide all Janitorial Services required for the Team Souvenir and Novelty Areas pursuant to the Janitorial Services Agreement, if any, or by the Team directly. Team Novelty and Souvenir Areas shall be maintained in a clean condition at all times.

Section 9.03 **County Souvenirs and Novelty Items:** In consideration of the grant of said license, the Team shall, on behalf of the County, sell County souvenir and novelty items at all County Events, if the County so requests. Upon reasonable prior approval of the Team, which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be directed solely to assuring that the souvenir and novelty items sold are not substantially similar to Team souvenir and novelty items, other County approved vendors may sell souvenir and novelty items from such designated areas, other than from the Team Souvenir and Novelty Areas, during County Events.

Section 9.04 **Compensation To Team For Sale Of County Souvenirs and Novelties:** In consideration of the Team selling County novelties as provided for in *Section 9.03* herein and providing the necessary staff for such sales, the Team may retain twenty percent (20%) of County Novelty and Souvenir Gross Sales. No costs shall be assessed to the County for the Team selling County novelties as provided in *Section 9.03* herein and providing the necessary staff for such sales.

Section 9.05 **Not-For-Profit Souvenirs And Novelties:** The County reserves the right to authorize other licensees to sell souvenir and novelty items in the Ballpark, but only during the use of the Ballpark by such groups for Special Events. Such sales shall be from designated areas other than the Team Souvenir and Novelty Areas. The Team shall have the right to approve the sale of such souvenir and novelty items in advance of their sale which approval shall not be unreasonably withheld or delayed, and which shall be directed to assuring that the souvenir and novelty items sold are not substantially similar to Team souvenir and novelty items. The Team shall have no responsibility for the collection and payment of any sales taxes due or payable incidental to such sales.

Section 9.06 **Concert And Other Entertainment Novelties And Souvenirs:** The Team and the County acknowledge that the sale of concert and other entertainment novelties and souvenirs will be conducted through either (i) the County directly, during County Events or Special Events scheduled under this Second Ballpark Agreement or (ii) the Team during Team Special Events. Such sales shall be from designated areas other than the Team Souvenir and Novelty Areas unless the Team otherwise approves of the use of such areas, which approval shall not be unreasonably withheld, conditioned or delayed. The Team shall have the right to approve the sale of such souvenir and novelty items in advance of their sale which approval shall not be unreasonably withheld, conditioned, or delayed, and which approval shall be directed solely to assuring that the souvenir and novelty items sold are not substantially similar to Team souvenir and novelty items.

10. ADVERTISING, MARKETING AND BROADCAST RIGHTS

Section 10.01 **Team Marketing Responsibilities On Behalf Of The County:** The Team shall market and enter into contractual arrangements acceptable to the County for the use of those areas of the Ballpark designated as Sky Boxes and for the provision of advertising within the Ballpark. The Team shall be responsible for marketing internal and concourse Ballpark advertising which may be available during the Extended Term of this Second Ballpark Agreement.

Section 10.02 **Content Limitations:** The Team shall not permit on or within the Ballpark any advertising, sponsorship or other promotional activities, signage, displays, decor, or performances, that, in the reasonable judgment of the County, in content, format, or manner of display are (i) in conflict with standards of public decency, including, without limitation, the marketing, sale or use of tobacco products, adult entertainment, or other activities or products the promotion of which would be incompatible with a family friendly environment; (ii) violate any Applicable Law of general application; or (iii) pose an unreasonable risk to public safety or security.

Section 10.03 **Location Limitations:** In no event shall the Team locate any advertising upon the exterior or roof of the Ballpark. The Team may place advertising in all suitable areas within the interior (including light poles) of the Ballpark. County retains the right to allow the Title Sponsor of the Ballpark to place signage on the exterior portion of the Ballpark. The Team and County agree that signage not associated with the Title Sponsor will not be permitted on the exterior portion of the Ballpark without the prior consent of the parties.

Section 10.04 **Sky Box Fees**: The Team shall pay to the County annually twenty-five (25%) percent of the gross revenue from Sky Box use licenses which licenses include, but are not limited to, annual Sky Box licenses, Sky Box baseball tickets, per game sky box licenses, and sponsorships.

Section 10.05 **Improvements To And Marketing Of Sky Box Areas:** All improvements to the Sky Box Areas, whether made by the Team or the Sky Box licensees, shall be subject to the prior approval of the County, which approval shall not be unreasonably withheld or delayed and will be deemed approved twenty (20) days after written request to the County. The Team shall utilize a "Sky Box Area Ticket Agreement," in the marketing of said areas, the form and content of which shall be approved by the County, which approval shall not be unreasonably withheld or delayed and which shall provide the purchaser of Sky Box Area season tickets access to the assigned Sky Box Area at all events in the Ballpark during the year except those events that may require the purchase of separate admission tickets.

Section 10.06 **Team Sale Of Video Scoreboard Message Center Advertising For Team Events:** The Team shall have the right to sell video scoreboard message center advertising to be displayed at Team Events, Team Special Events, County Events, and Special Events to be held at the Ballpark. The sale of video scoreboard message center advertising for such events shall not preclude the County from the advertising of future County Events and Public Service Announcements to be displayed at the events at no cost to the County.

Section 10.07 **Exclusive Broadcast Rights:** The Team shall have the exclusive right to (i) broadcast, televise and cablecast all Team Events and Team Special Events held in the Ballpark during the Extended Term of this Second Ballpark Agreement, and (ii) to retain all income and revenue generated by such broadcast rights.

Section 10.08 **Public Service Announcements:** Notwithstanding the provisions of *Section 10.07* above, the Team agrees to provide such public service announcements as may reasonably be requested by the County during any broadcast of a Team Event or Team Special Event held in the Ballpark.

11. FACILITY MAINTENANCE

Section 11.01 **General Operation of the Ballpark:** Except as set forth below, the Team shall have the exclusive right, power, authority and obligation to direct and perform all aspects of the operation, repair, maintenance, management and control of the Ballpark at all times during the Extended Term. The Team shall have such discretion in the operation, repair, maintenance, management and control of the Ballpark as may be needed to perform efficiently their responsibilities under this Second Ballpark Agreement. Without limiting the generality of the foregoing and without limiting the County's and the Teams rights and obligations set forth elsewhere in this Second Ballpark Agreement, during the Extended Term, the Team shall perform the following:

(a) operate, repair and maintain the Ballpark in good condition and repair and otherwise in accordance with Applicable Laws, normal wear and tear and items of repair deemed to be County obligations pursuant to *Section 11.10* excepted;

(b) maintenance and repair of all structural components of the Ballpark and all heating, ventilating, air conditioning, plumbing and electrical systems ("Ballpark Systems"); and

(c) By February 15 of each year during the Extended Term of this Second Ballpark Agreement, the Team shall submit to the County for the County's approval a detailed routine and preventive maintenance program for such Ballpark Systems, as required in accordance with all manufacturers' specifications and recommendations, and budget for all Team Ballpark Services.

Section 11.02 **"As Is" Condition:** The Team accepts the Ballpark in its "as is" physical condition, without any representation or warranty by the County as to the condition thereof.

Section 11.03 **Operation Of Heating And Air Conditioning Systems:** The operation of the heating and air conditioning systems shall be the responsibility of the Team. Operation of the heating and air conditioning systems includes the necessary seasonal "start-up" and "shut-down" operations. The Team will train appropriate staff to enable the staff to properly operate and regulate the heating and air conditioning systems for Team Events, Team Special Events and County Events held in the Ballpark.

Section 11.04 **Exterior Site Maintenance**: While the Team will provide Field and Surrounding Grounds Maintenance including trees and shrubs, and their replacement, as a component of Team Ballpark Services, the County shall be responsible for all capital improvements of the external grounds of the Ballpark, except as otherwise provided under *Section 11.10.* The County's responsibility will include but not be limited to repaving, and striping of the paved areas and capital improvements to the landscaped areas.

Section 11.05 **Long-Term Field Maintenance**: The Team shall be responsible for all major turf replacement. The County's consent shall be necessary prior to the Team's undertaking of a major turf replacement. In the event of a major turf replacement, the Team shall submit a report to the County, specifying in detail the nature and cause of the damage to the turf and the cost of replacement. Sod removal and/or replacement necessitated by the conversion of the Ballpark field for athletic events or resulting from damage to the field occurring at Team Events, Team Special Events, or County Events, shall be the responsibility of the Team, except as set forth in *Section 7.12.*

Section 11.06 **Maintenance And Operation Of Elevator:** During the Extended Term hereof, the Team shall contract for and be solely responsible for the maintenance and operation of the elevator located within the Ballpark. Additionally, the Team shall ensure that the elevator is in working order on event days and is subjected to timely inspections

in accordance with manufacturer's specifications and recommendations; American National Standards Institute recommendations and guidelines; and local ordinances.

Section 11.07 **Replacement Of Capital Items:** During the Extended Term hereof, subject to the provisions of **Section 23**, the Team shall replace as necessary all capital items that are not the responsibility of the County under the provisions of this Second Ballpark Agreement consistent with the provisions of this **Section 11**. The County shall undertake to pursue its remedies under any warranties for all capital items and original construction. Any net recoveries realized shall be reimbursed to the Team, but only to the extent the Team has replaced any capital items and has incurred expenses under this Section.

Section 11.08 **Repair, Replacement And Maintenance Fund:** During each year of the Extended Term, the County shall deposit the amounts required under the County's Grant Agreement with New York State for the construction of the Ballpark into a segregated repair, replacement and maintenance account maintained by the County for expenditures of a capital nature for repair, replacement and maintenance of the Ballpark structural elements. The Team agrees that it will spend a minimum of One Million Dollars ($1,000,000.00) over the Term of this Second Ballpark Agreement in replacement projects and/or capital improvements, including the possible replacement projects and/or capital improvements as set forth in Exhibit "B", which are not otherwise part of the general duties and obligations of the Team under the terms and conditions of this Second Ballpark Agreement. Any expenditure by the Team for such projects and/or improvements shall be subject to the prior written approval of the County.

Section 11.09 **Repair Obligations:** Notwithstanding the foregoing, if required maintenance and repairs as indicated in this Section are neglected or not kept in effect by the Team as required herein, the County may, after giving Team thirty (30) days' notice to take the necessary corrective action, cause such corrective work to be done or obtain its own maintenance contact, as the case may be, and may charge the Team for the same plus an additional fifteen percent (15%) administrative fee and which shall be paid by the Team within thirty (30) days of written notice from the County. Any repairs, whether structural or otherwise, resulting from damage caused by any acts, omissions or negligence of Team, its agents, invitees, licensees or contractors, may be performed by the County at the sole cost and expense of the Team and shall be paid by the Team within thirty (30) days of written notice from the County.

Section 11.10 **County's Obligation:** Throughout the Extended Term, the County shall perform all necessary Capital Improvements so as to keep the Ballpark in good condition and repair, excepting only normal wear and tear, and shall repair any damage caused by or resulting from the County's use of the Ballpark.

Section 11.11 Exceptions to County Responsibilities: County shall have no obligation to repair, restore and/or replace damage by destruction except as set forth in **Section 23**, nor shall County have any obligation to repair, restore and/or replace damage caused by or

resulting from the negligence or wrongful acts of the Team, its employees, contractors, agents, licensees, guests or invitees. In the event such repairs are necessitated by the negligence or wrongful acts of the Team, its employees, contractors, agents, licensees, guests or invitees, the repairs may be performed by the County, at the sole cost and expense of the Team. Notwithstanding the foregoing, any repairs and or replacements to the structure of the Ballpark resulting from or occasioned by an act of vandalism or negligence of any Ballpark Patron other than those involving the foundation, roof or load bearing walls of the Ballpark shall be performed by the County, at the sole cost and expense of the Team. Any Structural repairs resulting from or occasioned by an act of vandalism or negligence of any Ballpark Patron involving the foundation, roof or load bearing walls of the Ballpark shall be performed by the County at its sole cost and expense.

It is understood by the parties that the County, as owner of the Ballpark, shall be responsible for such major structural repairs or replacements, if any, and for such damages caused in connection with such use of the Ballpark by the County.

Section 11.12 **Exceptions to Team Responsibilities:** Notwithstanding the foregoing, (i) Team shall not be responsible for structural repairs or replacements which are not caused by any act, omission or negligence of Team, its agents, invitees, licensees or contractors, and (ii) Team shall not be responsible for damages caused to Ballpark in connection with the use of the Ballpark by the County.

12. UTILITIES

Section 12.01 **Water And Sewage Service:** The County shall be responsible for providing to the Ballpark all water and sewage service connections required for the operation of the Ballpark during the Extended Term of this Second Ballpark Agreement, and the Team shall pay all service and use charges and fees of the Suffolk County Water Authority and the Suffolk County Sewer District Number 3 - Southwest, and any successors thereto.

Section 12.02 **Field And Common Area Utilities:** The provision of Field and Common Area Utilities shall be the responsibility of the Team during the Extended Term of the Second Ballpark Agreement.

Section 12.03 **Exterior Site Lighting:** The Team shall be responsible for electricity costs of all exterior site lighting fixtures affixed to the Ballpark itself, the on-site parking lot adjacent to the Ballpark and the plaza of the Ballpark, during the Extended Term of this Second Ballpark Agreement.

Section 12.04 **Field Lighting:** The Team shall be responsible for the operation and maintenance of the lighting system utilized to illuminate the playing field during the Extended Term of the Second Ballpark Agreement.

Section 12.05 **Food And Beverage Service Area Utilities:** The Team shall be responsible for the cost of all utilities provided to the Food and Beverage Service Areas during the Extended Term of this Second Ballpark Agreement.

Section 12.06 **Payment Of Utilities By The Team**: All costs, fees, and charges related to utility services during the Extended Term (i.e., water, gas and electric), together with any taxes thereon, shall be a Team charge and shall be paid by the Team directly to the applicable utility company. Any utility connections required to be made following the Commencement Date shall be a Team charge.

Section 12.07 **Light Bulb Replacement:** The Team will be responsible for all light bulb replacement in the interior and exterior of the Ballpark during the Extended Term of this Second Ballpark Agreement, including field lights.

Section 12.08 **Maintenance Of Electronic Video Scoreboard:** The Team shall be responsible for providing, installing and maintaining the electronic video scoreboard, including but not limited to replacing light bulbs and replacing electronic components of the video scoreboard as needed during the Extended Term of this Second Ballpark Agreement.

Section 12.09 **Telephones:** The County shall be responsible for the installation and maintenance of an adequate number of pay telephones in the Common Areas of the Ballpark and in each locker room. The County shall be entitled to all revenue from such telephones. The County shall pay the utility costs associated with any pay telephones installed by the County in the Ballpark for the County's benefit. The utility costs for the pay telephones shall be based upon a reliable estimate provided by the utility company servicing the Ballpark.

Section 12.10 **Automated Teller Machines (ATM):** The County shall be responsible for the installation and maintenance of any ATMs and the County shall pay for the utility cost associated with any ATMs installed in the Ballpark for the County's benefit. The utility costs for the ATMs shall be based upon a reliable estimate provided by the utility company servicing the Ballpark.

Section 12.11 **Failure or Interruption of Utility Service:** Neither the County nor the County Indemnitees shall be liable to the Team for the disruption or cancellation of any Baseball Event due to the failure or interruption of any utility or other service described in this **Section 12**, except to the extent the same is the result of or arises out of the negligence or intentional misconduct of the County or the County Indemnitees, as the case may be.

13. TEAM SUPPLIED EQUIPMENT

Section 13.01 **Team Supplied Equipment:** The Team shall provide and install, at its sole cost and expense, the following items (the "Team Supplied Equipment"): the electronic video scoreboard; the Food and Beverage Services equipment; Batting Cages apparatus; the outfitting of sky boxes; the furniture and office equipment for the Ticket Area, Novelty Area, and Administrative Office Area; purchase and installation of lockers, merchandise display equipment and any Team equipment. The Team will provide or obtain all required software packages and operating and maintenance instructions for the Team Supplied Equipment. The maintenance of the video scoreboard and all matters relating to the warranties of the video scoreboard by the manufacturers shall be the responsibility of the Team. Other than the Food and Beverage Services equipment, all Team Supplied Equipment installed by the Team as fixtures shall become property owned by the County upon expiration of the Extended Term or sooner termination. Team may remove any Team Supplied Equipment that is not a fixture, and Team shall, at its sole cost and expense, repair any damage caused by such removal.

14. SCHEDULING

Section 14.01 **Agreement Of The Parties:** The Team and County agree that all scheduling for events in the Ballpark will be coordinated in a fashion to maximize the beneficial use of the Ballpark by the County of Suffolk and the Team. It is further agreed that the ceremonial first ball of each season shall be thrown by an individual to be chosen jointly by the Team and by the Suffolk County Executive.

Section 14.02 **Scheduling For The Baseball Seasons:** No later than January 10, and of each year during the Extended Term of this Second Ballpark Agreement, the County will provide to the Team a listing of those County Events which are priority events for purposes of scheduling during the Baseball Season. In no case shall such events or the preparation for such events result in a preemption of the Ballpark for more than a total of twenty-five (25) days during the Team's Baseball Season with no single event being more than four (4) days in duration. Such dates shall be incorporated into the Team's proposed home Baseball Season schedule submitted to the Atlantic League, a copy of which proposed schedule shall be filed with the County at the time of its submittal to the Atlantic League but no later than January 15th of each year during the Extended Term of this Second Ballpark Agreement. During the entire Extended Term hereof, the Team shall have priority in the selection of its home Baseball Season dates, playoff game dates, Atlantic League All-Star game dates, if applicable, and will be provided ten (10) rain dates during the home Baseball Season prior to the scheduling of additional County Events during the Baseball Season. The Team shall submit its approved home Baseball Season schedule to the County by February 15 of each year during the Extended Term of this Second Ballpark Agreement, or as soon thereafter as such schedule is approved by the Atlantic League. Any dates reserved for post-season play by the Team shall be

released and canceled on the schedule from the time that the Team is mathematically eliminated form post-season contention.

Section 14.03 **Scheduling Of Other Ballpark Events:** Subject to the provisions of *Section 14.02*, subsequent to the scheduling of those County Events which are priority events and the setting of the schedule of the Team's home Baseball Season schedule, as provided for herein above, all additional scheduling of events in the Ballpark shall be conducted by the County and the Team consistent with the following descending order of priority:

(a) Up to ten (10) County Events;

(b) Five (5) Team Special Events, as defined herein;

(c) Open date scheduling.

Section 14.04 **Family Entertainment:** All events contemplated under this Section shall be subject to the reasonably applied standard that the event provides suitable family recreation and entertainment so that parents and children may appropriately attend such events.

Section 14.05 **Scheduling Priority:** The Team shall notify the County of requested dates for Team Special Events no later than February 15th of each calendar year. The balance of the events scheduled at the Ballpark shall be scheduled with conflicts in requested dates being resolved by the parties on the basis of the following criteria:

(a) The date the request was received by the County or Team, as the case may be;

(b) The requested event's ability to maximize the productive long-term use of the Ballpark;

(c) The goal of the Team and the County to encourage the use of the Ballpark for family recreational and entertainment events so that parents and children may appropriately attend such events;

(d) The goal of the County to provide the opportunity of equal access to the Team for the scheduling of Team Events after the scheduling of the Team's home Baseball Season schedule, County Events and Team Special Events, all of which are provided for in the Sections hereinabove.

Section 14.06 **Coordination Of Scheduling**: All scheduling will be coordinated with the Team to assure that the required Ballpark Services can be provided by the Team without hindering the County's and the Team's use of the Ballpark.

15. INDEMNIFICATION AND INSURANCE

Section 15.01 **Mutual Indemnification:** (a) TEAM INDEMNIFICATION: Team shall indemnify and hold harmless the County and its respective officers, directors, employees and agents from any liability, losses, damages, judgments, liens, expenses and costs, including attorneys' fees, sustained or incurred in connection with any claims, demands, suits, actions, or proceedings which may be brought against any such party as a result of any act, omission, willful misconduct, negligence, or breach of the agreement by Team, its directors, officers, employees, agents, or of any occupant, visitor or user present in or about the Ballpark in connection with the Team's activities pursuant to the Second Ballpark Agreement that occur during the Extended Term.

(b) COUNTY INDEMNIFICATION: The County, to the extent permitted by law, shall indemnify and hold harmless Team, its officers, directors, employees and agents from any liability, losses, damages, judgments, liens, expenses and costs, including attorneys' fees, sustained or incurred in connection with any claims, demands, suits, actions, or proceedings which may be brought against any such party as a result of any willful misconduct or breach of the Second Ballpark Agreement by the County, its officers, directors, employees and agents that occurs during the Extended Term.

Section 15.02 **Indemnification For Loss, Theft, Or Damage To Personal Property:** The Team agrees to indemnify, defend and hold harmless the County, its officers, directors, employees and agents with respect to any claim or liability for loss or theft of or damage to personal property of the Team, its employees and players, players for opposing teams, umpires, concessionaires, employees and agents of concessionaires, Ballpark attendees, and others, except to the extent that such loss, theft or damage is from the negligence of the County, its employees, agents or sub-contractors.

Section 15.03 **Indemnification Procedures:** (a) As used in this *Section 15.03*, the terms listed below shall have the following meanings:

"**Claim**" means, collectively, any claim, demand, suit, proceeding (judicial or otherwise), settlement or judgment, for or in connection with which any Party is entitled to indemnification as provided in *Sections 15.01* or *15.02*.

"**Indemnifying Party**" means the Party who is required to provide indemnification as provided in *Sections 15.01* or *15.02*.

"**Indemnified Party**" means the Party who is entitled to receive indemnification as provided in *Sections 15.01* or *15.02*.

(b) The Indemnified Party shall provide the Indemnifying Party with written notice whenever the Indemnified Party receives notice of a Claim. Such written notice shall be furnished to the Indemnifying Party not later than twenty (20) days after the Indemnified Party receives notice of the Claim or is served with process in connection with the Claim. In the case of service of process of a Claim, the Indemnified Party shall provide its written notice to the Indemnifying Party within such shorter time as may be legally

necessary to give the Indemnifying Party a reasonable opportunity to respond to such service. The Indemnified Party's written notice to the Indemnifying Party of any Claim shall include a statement of such information pertaining to the Claim then in the possession of the Indemnified Party. Any failure or delay of the Indemnified Party to notify the Indemnifying Party as required by this *Section 15.03* shall not relieve the Indemnifying Party of its obligation to provide indemnification, unless and to the extent that such failure or delay materially and adversely affects the Indemnifying Party's ability to defend against, settle, or satisfy the Claim.

(c) After receiving notice of a Claim, the Indemnifying Party shall defend the Claim at its own expense, through attorneys, accountants, and others selected by the Indemnifying Party with the reasonable concurrence of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party in writing of its intent to contest or defend the Claim. Such notice shall be provided not later than twenty (20) days after the Indemnifying Party receives notice of the Claim from the Indemnified Party as provided in *Section 15.03(b)*. If the Indemnifying Party fails to provide the Indemnified Party with written notice of its intention to defend the Claim as required by this *Section 15.03 (c)*, the Indemnified Party shall have the right: (a) to authorize attorneys satisfactory to it to represent it in connection with the Claim; and/or (b) to defend, settle or compromise the Claim. If the Indemnified Party exercises either or both of its rights under this *Section 15.03(c)*, it shall be indemnified by the Indemnifying party as required by *Sections 15.01* or *15.02*, to the same extent as if the Indemnifying Party had defended or settled the Claim.

(d) If and so long as the Indemnifying Party is actively contesting or defending a Claim, in accordance with *Section 15.03(c)*, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel, accountants, and others selected by the indemnifying party in such contest or defense, shall, upon the Indemnifying Party's request and expense, join in making any appropriate counterclaim or cross-claim in connection with the Claim, and shall provide such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest.

(e) The Indemnified Party shall have the right at any time to settle, compromise or pay any Claim with or without the consent of the Indemnifying Party, but (i) taking such action without the Indemnifying Party's consent shall be deemed a waiver and nullification by the Indemnified Party of all indemnification obligations that the Indemnifying Party would otherwise have with respect to the Claim under this *Section 15.03*; and (ii) such settlement or compromise shall not cause the Indemnifying Party to incur any present or future cost, expense, obligation, or liability of any kind or nature.

(f) Any Claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's consent, so long as: (i) the Indemnifying Party gives the Indemnified Party reasonable prior written notice of its intention to settle or compromise the Claim; and (ii) such settlement or compromise does not cause the Indemnified Party to incur any present or future cost, expense, obligation, or liability of any kind or nature.

(g) If a Claim involves matters partly within and partly outside the scope of the Indemnifying Party's obligation to indemnify as provided in *Sections 15.01* or *15.02*, the

attorneys' fees, costs, and expenses of contesting or defending such a Claim shall be allocated between the Indemnifying Party and the Indemnified Party, respectively, to the extent that such fees, costs and expenses are attributable to the portion of matters within or outside the scope of the Indemnifying Party's obligation to indemnify as provided in *Section 15.1* or *15.02*, as agreed upon in writing by the Parties.

Section 15.04 **Insurance Policies On Team Property:** The Team shall at all times maintain policies of insurance on any property or equipment placed within the Ballpark during the Extended Term of this Second Ballpark Agreement. Such policies shall provide for fire, theft, vandalism and extended coverage for the Team's Separate Property. The County shall have no responsibility or liability whatsoever with respect to any loss or theft of or damage to the personal property of the Team, its employees and players, players for opposing teams, umpires, concessionaires, employees and agents of concessionaires, Ballpark attendees, and others unless the loss, theft or damage results from the willful acts or negligence of the County or in connection with the use of the Ballpark by the County.

Section 15.05 **Required Team Policies Of Insurance:** The Team shall during the Extended Term of this Second Ballpark Agreement, keep in full force and effect the following policies of insurance wherein the County, the County's Indemnitees, and, if required, the County's lenders, are named as additional insureds:

(a) **Commercial General Liability** insurance, including contractual liability coverage and products liability insurance against all claims and losses arising out of its activities under this Second Ballpark Agreement, in an amount not less than Two Million ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($500,000.00) per occurrence for property damage.

(b) **Automobile Liability** insurance (if any vehicles are used by the Team in the performance of this Second Ballpark Agreement) in an amount not less than One Million Dollars ($1,000,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand ($100,000.00) for property damage per occurrence.

(c) **Umbrella Liability Coverage and Umbrella Liability Policy** in an amount not less than $7,000,000.00 for any one occurrence in excess of the aforementioned general liability insurance.

(d) **Business Interruption Insurance** coverage protecting the County or the Team for its losses attributed to physical loss or damage to the Ballpark.

(e) **Workers Compensation** - the Team shall provide and keep in full force and effect during the Extended Term of this Second Ballpark Agreement, workers compensation insurance in full compliance with the laws of the State of New York.

The above policy amounts may be reviewed, from time to time, by the County Division of Risk Management and the amounts may be increased as required by the exercise of reasonable judgment, considering the standards at the time.

Section 15.06 **Policy Requirements:** (a) All policies required under this *Section 15.05* shall be issued by insurance companies duly licensed by the State of New York and acceptable to the County, with an A.M. Best rating of A- or better.

(b) The Team shall furnish the County with Declaration Pages for each such policy of insurance required by *Section 15.05*, and, upon request, a copy of each such policy, certified by the Team as true and correct, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Team shall also submit to the County an endorsement to its liability insurance policies naming the County, the County Indemnitees, and, if required, the County's lenders, as additional insureds and the Team shall furnish a Declaration Page, endorsement page and certificate of insurance evidencing such status as an additional insured on said policy. The Team shall thereafter provide to the County, during the Extended Term of this Second Ballpark Agreement, updated Declaration Pages, endorsement pages and certificates of insurance on a yearly basis as the insurance coverage periods expire.

(c) All such Declaration Pages, certificates, and other evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policy. Such certificates, policies or other evidence of insurance and notices shall be mailed to The Department of Public Works, 335 Yaphank Avenue, Yaphank, New York, 11980 and the Suffolk County Risk Management and Benefit Division, H. Lee Dennison Building, Hauppauge, New York 11788 or such other address of which the County shall have given the Team notice in writing.

(d) In the event the Team shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Second Ballpark Agreement, the County may, but shall not be required to, obtain such policies and add the cost thereof to any amounts due the County under this Second Ballpark Agreement, or any other agreement between the Parties.

(e) If the coverage described above is not available on a commercially reasonable basis, the Team shall in lieu thereof keep and maintain in effect such coverage as is available on a commercially reasonable basis that most nearly approximates the terms described above, and in all events, is no less than is customarily maintained by other minor league baseball clubs in the Northeast United States.

16. WAIVER OF SUBROGATION

Section 16.01 The County and the Team agree to have all property damage insurance and liability insurance required to be carried under this Second Ballpark Agreement by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured there under prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover there under and providing further that the insurer waives all rights of subrogation which such insurer might have against the other Party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Second Ballpark Agreement, each Party waives all claims for recovery from the other Party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover there under or to increase the cost thereof, provided that in the case of increased cost the other Party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect.

17. EVENTS OF DEFAULT AND REMEDIES

Section 17.01 **Events Of Default:** The occurrence of any one or more of the following events constitutes a default by the Team under this Second Ballpark Agreement:

17.01.1 Failure by the Team to pay to the County any fees or other payments due hereunder when due and payable, and such failure shall continue for ten (10) days following written notice, which notice shall not be required for a default in any payment required pursuant **Section 4**;

17.01.2 Failure by the Team to observe or perform in any material respect any other covenant, agreement, condition or provision of this Second Ballpark Agreement (other than as specified in *Section 17.01.1*), and such failure shall continue for thirty (30) days after notice thereof from the County to the Team; provided, however, the Team shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the Team gives written notice to the County of its inability to cure within such 30-day period and immediately commences such cure and diligently proceeds with best efforts to complete the same at all times thereafter and the Team provides the County with detailed status reports of its current and future efforts to cure such default; further provided that all such defaults shall be cured no later than one hundred eighty (180) days after notice of default from the County;

17.01.3 The levy upon or under execution or the attachment by legal process of the interest of the Team under this Second Ballpark Agreement, or the filing or creation of a lien in respect of such interest, which levy, attachment or lien shall

not be released, discharged or bonded against within sixty (60) days from the date of such filing;

17.01.4 The Team makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Team or for the major part of its property or admits in writing its inability to pay or is unable to pay its obligations as they come due;

17.01.5 A trustee or receiver is appointed for the Team or for the major part of its property and is not discharged within sixty (60) days after such appointment;

17.01.6 Bankruptcy, reorganization, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against the Team, and, if instituted against the Team, are allowed against it or are consented to by it or are not dismissed within one hundred eighty (180) days after such appointment; and

17.01.7 The Ballpark shall be abandoned, deserted or vacated by the Team, even though at such time the Ballpark may not be then used (because of the time of the year) for Baseball Season games.

17.01.8 Failure by the Atlantic League to sustain the operation of a minimum six-team professional baseball league scheduling a minimum number of games in excess of seventy (70) per Baseball Season or to honor its commitments to the Team or to the County. Provided, however, such failure may be cured by the Team if it is able to consummate an affiliation with another professional baseball league whose financial condition, quality of baseball, number of teams and games, all as determined by the County in its sole and absolute discretion, is satisfactory, by November 15 of the year in which the Atlantic League failure occurs.

Section 17.02 **Remedies In The Event Of Default:**

17.02.1 If a default occurs under *Section 17.01* of this Second Ballpark Agreement, and the applicable period of time, if any, for curing such default has passed, the County shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not operate to exclude or deprive the County of any other right or remedy allowed to it by this Second Ballpark Agreement or applicable law, including without limitation, the County's right to advance any sums to be paid to third parties by the Team or otherwise remedy the Team's default and to be reimbursed by the Team for the County's costs and expenses on account thereof.

17.02.2 No delay or omission to exercise any right or power accruing under any default shall impair any such right or power or be construed to be a waiver

thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

17.02.3 If the Team is in default, and the applicable period of time, if any, for curing such default has passed, the County may terminate this Second Ballpark Agreement effective as of the date of its notice or as of the end of the then current Atlantic League Baseball Season by giving to the Team notice of the County's election to do so, and all right, title and interest of the Team hereunder shall expire at the end of the then current Atlantic League Baseball Season.

17.02.4 If the County exercises the remedy of termination, the Team shall vacate the Ballpark no later than thirty (30) days following the date of the Team's receipt of the County's notice of termination and deliver exclusive possession thereof to the County, and the County may then or at any time thereafter, re-enter and take complete and peaceful possession of the Ballpark, with or without process of law, full and complete license so to do being hereby granted to the County, and the County may remove all occupants and property there from, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing the County's right to any fees due to the County or any other right given to the County by this Second Ballpark Agreement or by operation of law.

17.02.5 All property removed from the Ballpark by the County pursuant to any provisions of this **Section 17** or of law may be handled, removed or stored by the County at the cost and expense of the Team, and the County shall in no event be responsible for the value, preservation or safekeeping thereof. The Team shall reimburse the County for all costs and expenses incurred by the County in such removal and storage charges against such property so long as same shall be in the County's possession or under the County's control. All property not removed from the Ballpark or retaken from storage by the Team within sixty (60) days after the end of the Extended Term, however terminated, shall be deemed conclusively to have been conveyed by the Team to the County as if by bill of sale without further payment or credit by the County to the Team.

17.02.6 The County may enforce the provisions of this Second Ballpark Agreement and may enforce and protect the rights of the County hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from the Team under any of the provisions of this Second Ballpark Agreement.

17.02.7 Upon the occurrence of any event which with the giving of notice or the passage of time would constitute a default by the Team, and until such event has been cured by the Team, the County shall be excused from the payment of any

amounts which are or may become due to the Team by the County. If such event is subsequently cured, any such amounts not paid by reason of this subsection shall be paid without interest.

17.02.8 The County shall have all of its common law, equitable, and statutory rights of set-off, subject to the further provisions of this Second Ballpark Agreement. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Team up to any amounts due and owing to the County with regard to this Second Ballpark Agreement. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

Section 17.03 **Event of Default by the County**: The occurrence of a failure by the County to observe or perform in any material respect any covenant, agreement, condition or provision of this Second Ballpark Agreement, where such failure shall continue for thirty (30) days after notice thereof from the Team to the County shall constitute a default; provided, however, the County shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the County gives written notice to the Team of its inability to cure within such 30-day period and immediately commences such cure and diligently proceeds with best efforts to complete the same at all times thereafter.

Section 17.04 **Concerning Remedies:** No delay in the exercise of a remedy shall constitute a waiver of that remedy. Nothing in this Second Ballpark Agreement is intended to waive any remedy available to a Party under this Second Ballpark Agreement. Nothing in this Second Ballpark Agreement is intended to relieve a Party from its common law duty to mitigate damages.

Section 17.05 **Interest on Defaulted Amounts**: Any amounts payable by the Team under this Second Ballpark Agreement and not paid when due shall bear interest until paid at the Default Interest Rate. The interest shall be payable on demand to the County or into the fund to which the amount in default was to be deposited. Any amounts payable by the County under this Agreement and not paid when due shall bear interest until paid at the Default Interest Rate. The interest shall be payable on demand to the Team.

18. DISPUTES BETWEEN THE PARTIES

Section 18.01 **Disputes:** The Parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Second Ballpark Agreement between them by negotiations between senior executives of the County and the Team who have authority to act and who will promptly meet for negotiations to attempt to settle the dispute.

Section 18.02 **Mediation**: If the Parties are unable to reach an agreement with respect to a Dispute, the Parties may mutually agree to submit the matter to mediation under the Mediation Procedure of the American Arbitration Association ("**Mediation**") without waiving any rights to pursue litigation. The costs and expenses of the mediator and any administrative expenses of the Mediation shall be borne equally by the County and the Team.

Section 18.03 **Litigable Matters**: All disputes and claims for damages between the Team and the County arising out of this Second Ballpark Agreement shall be resolved by litigation unless the Parties mutually agree to pursue binding arbitration.

19. PARKING

Section 19.01 **Use Of Property Surrounding The Ballpark:** The County shall during the Extended Term of the Second Ballpark Agreement provide the legally required amount of parking in areas or structures proximate to the Ballpark as parking for the use of persons attending events at the Ballpark. No fees for parking shall be imposed unless the County consents to the imposition of such a fee. In the event the County agrees to the imposition of a parking fee for persons attending events at the Ballpark, the County and the Team shall enter into a separate agreement setting forth the County's and the Team's obligations and duties relating to the management of the parking areas or structures for persons attending events at the Ballpark and the collection of the parking fees for such use. Any parking fees charged pursuant to such separate agreement shall be reasonable and consistent with fees charged for comparable parking within the Atlantic League and at other minor league ballparks in the Northeast United States. All revenue from such fees shall be allocated between the Team and the County as provided pursuant to Section 4.01(j). Notwithstanding the foregoing, Team is granted the exclusive use of and the right to charge fees for access to the Reserved Parking Area during Team Events and Team Special Events. Any such fees charged by the Team for access to the Reserved Parking Area shall be reasonable and consistent with such fees charged for comparable parking within the Atlantic League and at other minor league ballparks in the Northeast United States. All revenue from such fees shall be the sole property of the Team.

Section 19.02 **Snow Removal For On-Site Parking:** The Team shall remove snow from the on-site parking areas adjacent to the Ballpark and shall assure access to its on-site staff parking spaces on a year-round basis.

Section 19.03 **Parking Area Responsibilities:** The Team shall have the responsibility to provide parking area attendants and clean-up services. The Team may contract with a professional parking management and clean-up company to provide such services. Unless conducted by the Team or the Food and Beverage Service operator, the County will cooperate to prohibit third parties from selling food and beverages and unlicensed team merchandise within the parking areas.

Section 19.04 **Reservation Of Parking Rights:** The County shall have the right, at its sole cost and expense, to reconfigure and redesign the Ballpark Parking Areas, structures

or facilities, including without limitation of the foregoing, the right to construct parking garage(s); provided, however, the County shall use all reasonable efforts not to undertake construction in furtherance of such reconfiguration or redesign during the Baseball Season and upon completion, the County shall make available to Team in the reconfigured or redesigned parking areas at least the number of parking spaces as available to the Team on the date of the first game played at the Ballpark and in accordance with the Atlantic League Standards.

20. TRAFFIC CONTROL AND POLICE PATROL

Section 20.01 **Traffic Control:** Traffic control on all public streets around the Ballpark shall be the responsibility of the County. The County, exercising its discretionary police powers, shall provide officers of the Suffolk County Police Department when necessary to assure traffic control on public streets before and after Team Events, Team Special Events, County Events, and Special Events held in the Ballpark and will additionally be available to respond to parking lot security problems as required.

21. ASSIGNABILITY OF LICENSE SUBJECT TO PRIOR COUNTY APPROVAL

Section 21.01 **Assignment by the Team:** The Team shall have no right to assign or otherwise transfer this Second Ballpark Agreement or any provision thereof to any other person, corporation, partnership or other entity without the prior written approval of the County, which approval may not be unreasonably withheld. The consideration of the County of any requested assignment or transfer may include, but shall not be limited to, (i) the approval or disapproval of, the Atlantic League of such assignment or transfer; (ii) whether the proposed assignee has sufficient financial worth to assume the obligation of Lessee under this Second Ballpark Agreement; and (iii) compliance with Suffolk County Legislative requirements. No proposed assignment shall be considered by the County unless the request for consent thereto shall be in writing and accompanied by the assignee's proposed assumption of the Team's past unperformed and future obligations, resumes of its principals, reasonable financial information, and proposed financial security. Notwithstanding the foregoing, any transfer of interests among the existing members or their immediate families of the Long Island Ducks Professional Baseball Club, LLC. shall not be deemed an assignment or transfer of this Second Ballpark Agreement requiring the consent or approval of the County.

Section 21.02 **Assignment by the County:** Without the Team's prior written approval, the County may assign or otherwise transfer this Second Ballpark Agreement to any instrumentality of the County, such as a sports and entertainment board or commission, whether created by act of the Suffolk County Legislature or otherwise.

22. TEAM BASEBALL GAME TICKETS

Section 22.01 **Discounting Of Tickets And Free Admission:** The Team may discount the purchase price of season or individual game tickets, if considered necessary or appropriate to increase attendance and maximize gross ticket revenues.

Section 22.02 **Complimentary Tickets:** The Team shall have the right to provide no more than two hundred (200) Complimentary Tickets for each Team baseball game.

23. DESTRUCTION OF BALLPARK

Section 23.01 **Partial Destruction:** If the Ballpark is partially destroyed by any cause and can be repaired or restored to its prior condition and the destruction does not render the Ballpark unusable, this Second Ballpark Agreement shall continue in full force and effect. The County shall, at its expense, promptly commence and diligently complete the restoration of the Ballpark to the same condition as of the Commencement Date of this Second Ballpark Agreement, reasonable wear and tear excepted. All repair activities shall be timed and organized in such a manner as to facilitate the Team's ability to play their home Baseball Season games at the Ballpark to the degree feasible.

Section 23.02 **Total Destruction:** In the event the Ballpark is totally destroyed by fire or other casualty, and after consultation with the Team, the County in its sole discretion may elect whether to repair or restore the Ballpark or to terminate this Second Ballpark Agreement. Such election shall be exercised by the County by giving written notice to the Team within ninety (90) days after such destruction. If the County so elects, this Second Ballpark Agreement shall terminate as of the date of such casualty and the Team's obligation to pay annual minimum compensation payments and other payments shall terminate and be prorated as of such date. If the County elects not to terminate this Second Ballpark Agreement, the County shall proceed as promptly as practical to repair and restore the Ballpark to its condition existing immediately prior to such destruction.

Section 23.03 **Reduction In Compensation Payable:** Should the Ballpark be unavailable for any of the Team's home Baseball Season games as a result of the partial destruction of the Ballpark or by reason of the County's election not to repair or restore the Ballpark subsequent to total destruction, the payment under *Section 4.01(a)* shall be reduced in a pro rata amount for each such game that the Ballpark is unavailable and the County's share of revenue due from the Team under Sections *4.01(c)* and *4.01(d)* shall be abated for each game played at a location other than the Ballpark. Further, in the event that the Team must rebate or abate income from Sky Box rentals due to such unavailability of the Ballpark, the County shall abate or rebate its share of such revenue due under *Section 4.01(b)*.

Section 23.04 **Assistance Of The County Of Suffolk In Locating A Temporary Or Permanent Alternate Facility:** If the Ballpark becomes unavailable on a temporary basis by reason of either the partial destruction of the Ballpark or the repair or restoration of the Ballpark after total destruction, or for any other reason attributable to the action of the County, the County shall utilize all reasonable efforts to assist the Team in locating an adequate temporary facility within the County or the surrounding area.

24. CONDEMNATION

Section 24.01 **Substantial Taking**: In the event that all, or a substantial portion of the Ballpark is taken from the County pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the Ballpark unfit for its intended purpose, then this Second Ballpark Agreement may be terminated by the County by notifying the Team, The Team shall have no right to any portion of any award granted with respect to such taking except that the Team shall have the independent right to make a claim against the condemnor for and retain any award based thereon for the reasonable value of costs by the Team and for the expenses incidental to relocating from the Ballpark Agreement.

Section 24.02 **Partial Condemnation**: If less than all or substantially all of the Ballpark shall be taken or condemned by any competent authority for any public or private use or purpose, and the County and the Team mutually determine, within a reasonable period of time after such taking, that the remaining portion of the Ballpark cannot economically and feasibly be used by the Team for Permitted Uses, then this Second Ballpark Agreement shall terminate and Guaranteed Base Fee shall be apportioned as of the date of the termination. In the event this Second Ballpark Agreement is not so terminated, the County and the Team shall, to the extent practical and only to the extent of actual amount of the condemnation award received, restore the Ballpark to a complete architectural unit reasonably suitable for the Permitted Uses, and the Guaranteed Base Fee and the Team's and the County's other obligations hereunder shall not be adjusted.

Section 24.03 **Temporary Taking:** If any right of temporary possession or occupancy of all or any portion of the Ballpark shall be taken which does not materially interfere with the Team's beneficial use of the Ballpark for Permitted Uses, the foregoing provisions of this **Section 24** shall be inapplicable thereto and this Second Ballpark Agreement shall continue in full force and effect, and the Team shall be entitled to make claim for and recover any award or awards recoverable in respect of such possession or occupancy, and the County shall have no right or claim to any such award or awards. Any taking of the right of possession or occupancy of all or any portion of the Ballpark which materially interferes with the Team's beneficial use of the Ballpark (i) for Permitted Uses, or (ii) which is for a period that is in excess of three Seasons, shall, at the option of the Team, be regarded for purposes of this Second Ballpark Agreement as a taking which is not temporary and to which the foregoing provisions of this **Section 24** shall be applicable.

25. SUSPENSION OF SECOND BALLPARK AGREEMENT DURING TIMES OF EMERGENCY

Section 25.01 **Suspension:** During any time of national emergency, state of emergency, or duly declared local emergency, the County shall have the right to suspend this Second Ballpark Agreement temporarily so that the Ballpark may be used as an emergency shelter, or for such other governmental purposes which are in the best interest of the

County. If any such suspension is exercised, the County shall be responsible in full for all such repairs, replacements and/or clean-up of the Ballpark as necessary to restore the Ballpark to the condition it was in before any such suspension. If any such suspension is exercised, upon the mutual consent of the Parties, this Second Ballpark Agreement may be terminated.

Section 25.02 **Reduction In Compensation Payable:** In the event that the Second Ballpark Agreement is not terminated and the Ballpark is not unavailable for any Team Events or Team Special Events as a result of the Suspension of the Second Ballpark Agreement pursuant to *Section 25.01*, payments under this Second Ballpark Agreement shall be reduced in a pro rata amount for each such game that the Ballpark is unavailable and the County's share of revenues due from the Team shall be abated for each game not played at the Ballpark. Further, in the event that the Team must rebate or abate income from Sky Box rentals due to such unavailability of the Ballpark, the County shall abate or rebate its share of such revenue.

26. SIGNAGE

Section 26.01 **Advertising in the Ballpark:** Subject to the prior consent and approval of the County, the Team shall have the exclusive right to market advertising inside the Ballpark in connection with the Team Events, including, but not limited to outfield fence, signage, video scoreboard message center, program and other advertising which may be available during the Extended Term. All advertising shall be in good taste and consistent with the overall goals of the Team and the County to provide family entertainment through baseball and other athletic and recreational events at the Ballpark.

27. PROHIBITED USES

Section 27.01 **Prohibited Uses:** The Ballpark shall not be available for partisan political events.

28. FORCE MAJEURE

Section 28.01 **No Default:** The Parties hereto, respectively, shall not be in default of this Second Ballpark Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of Force Majeure.

Section 28.02 **Notice:** If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Second Ballpark Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance.

Section 28.03 **Obligation to Perform:** Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties or compensation, for example, and may result in the need to modify the agreement accordingly.

29. INSPECTION AND ENTRY RIGHTS

Section 29.01 **Access to the Ballpark:** The County shall have the following rights of access to all areas of the Ballpark for itself or as may be exercised on its behalf by its authorized agents:

(a) During customary business hours, from time to time not to exceed once per month, upon reasonable advance telephone notice for the purposes of: (i) performing routine physical inspections of the Team's compliance with its obligations under this Second Ballpark Agreement; (ii) evaluating, preparing for, or constructing an addition to the Ballpark; or (iii) evaluating, preparing for, and conducting County Events;

(b) Without prior notice, at any time during the continuance of a Team Default;

(c) Upon reasonable advance written notice, and at a mutually agreeable and scheduled date and time, during the three years immediately preceding the Expiration Date;

(d) In accordance with **Section 25** above; and

(e) If, during customary business hours, admission to the Ballpark for the foregoing purposes cannot be obtained, or if at any time by reason of an emergency condition an entry shall be deemed necessary for the protection of the Ballpark, whether for the benefit of the Team or not, the County, or the County's agents or representatives, may (after exercising reasonable efforts to provide advance notice to the Team, which in emergencies may be by telephone, email or any other advance method convenient and available under the circumstances) may enter the Ballpark and accomplish any of the foregoing purposes described in this *Section 29.01*.

Section 29.02 **Inspections:** The County shall afford the Team a reasonable opportunity to have an employee or agent present during any such inspection. To facilitate inspection, the Team shall arrange for two persons with master keys and combinations for combination locks to be on call and conveniently available to the County at all times. Such persons and their telephone numbers shall be identified in writing to the County.

Section 29.03 **No Obligation:** The provisions contained in this **Section 29** are not intended to create or increase, and are not to be construed as creating or increasing, any

obligations on the County's part under this Second Ballpark Agreement and are subject at all times to the rights of the Team and its contractors, licensees and agents.

Section 29.04 **Waiver:** Except as otherwise provided in this Second Ballpark Agreement, the Team waives any claim that it may have against the County or County Indemnitees arising out of such entry upon the Ballpark and such inspection, other than claims arising out of the negligence or willful misconduct of the County or County Indemnitees.

Section 29.05 **Limitation:** Any inspection of Ballpark improvements by the County under this Second Ballpark Agreement shall not be deemed an approval, warranty or other certification as to the compliance of the improvements with Applicable Laws including, without limitation, building engineering and structural design codes.

Section 29.06 **No Interference:** The County shall not interfere with Team Events, Team Special Events, or Special Events and shall use reasonable efforts to minimize disruption or inconvenience to the Team in connection with its exercise of any of its rights under this **Section 29**.

Section 29.07 **Materials and Equipment:** The County and its agents, contractors, and representatives shall have the authority to take such materials and equipment into the Ballpark as may be reasonably necessary for accomplishing the purposes set forth in this **Section 29** and otherwise as may be required to perform its obligations under this Second Ballpark Agreement or any other agreement between the Parties, but, except in cases of emergency or after any Team Default which remains uncured, may not leave such materials and equipment on site without having obtained the Team's prior written consent.

30. NO RELOCATION OF TEAM

Section 30.01 **Equitable Relief:** The Parties acknowledge that: (a) the Team, as property, is unique and that the County may not be able to replace the Team; and (b) that the determination of damages caused by the Team relocating from Suffolk County would be difficult, if not impossible to ascertain. The Team hereby acknowledges that the County will be irreparably harmed by the transfer of the Team's Baseball membership to a location other than the Ballpark during the Extended Term of this Second Ballpark Agreement. Accordingly, during the Extended Term of this Second Ballpark Agreement, the Team hereby acknowledges and agrees as follows:

1. The County does not have, and there exists no adequate remedy of Law to enforce this Section.
2. The Team shall not enter into any contract or agreement of any kind to transfer the Team's membership outside the County of Suffolk to a location other than the Ballpark without the prior express written consent of the County.

3. The Team shall not make formal application to the Atlantic League for approval to transfer the Team's membership to a location other than the Ballpark without the prior express written consent of the County.

4. The County shall be given prior written notice of any substantive negotiations regarding:

    (i) Any proposed relocation of the Team's membership to a location other than the Ballpark; and

    (ii) Any proposed sale or transfer that would involve relocation of the Team's franchise to a location other than the Ballpark.

5. Any breach of subsections (2) or (3) above shall constitute an event of default under this Second Ballpark Agreement, but only if the Atlantic League does not provide to the County a baseball team that is a member of the Atlantic League in good standing and the persons necessary to operate such team who are acceptable to the County in its sole discretion, and shall entitle:

    (i) The County to terminate this Second Ballpark Agreement immediately and without notice; and

    (ii) The County to acquire the Team for its book value as of the end of the fiscal year next preceding the event of default, as determined by an independent accounting firm in accordance with generally accepted accounting principles, consistently applied, based upon the Team's last certified financial reports provided under *Section 4.04* hereof plus a reasonable allowance for goodwill assuming the Team would have remained in the County of Suffolk, and taking into consideration the remaining license term and the Team's obligations under this Second Ballpark Agreement without giving effect to any possible renewal or extension of this Second Ballpark Agreement.

    (iii) The County to seek and obtain, and the Team hereby consents to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction.

6. Therefore, the Parties acknowledge and agree that equitable relief by way of a decree of specific performance or an injunction is the only appropriate remedy for the enforcement of this **Section 30** notwithstanding the provisions for liquidated damages provided elsewhere in *Section 30.02*. In amplification and not in limitation of the foregoing, the County acknowledges and agrees that, in the event the Team breaches or threatens to breach *Section 30.01*, the County shall seek equitable relief before attempting to avail itself of the liquidated damages provisions set forth hereunder.

Section 30.02 **Liquidated Damages:** The Team acknowledges and agrees that, if upon the breach of *Section 30.01*, equitable relief fashioned to require the Team to remain in the Ballpark is not granted by a court of competent jurisdiction for any reason, the payment of liquidated damages is the next most appropriate remedy. Therefore, in the

event of a breach by the Team of *Section 30.01* and the failure of any such court to grant the equitable relief described above in *Section 30.01*, the Team shall pay liquidated damages to the County in the amount necessary to pay off any outstanding principal remaining on the bonds issued to construct the Ballpark.

In determining the amount of liquidated damages provided for in *Section 30.02*, it is acknowledged and agreed that the Parties have exercised great care to make a reasonable forecast of direct and consequential damages allowable by law that may arise from the breach of *Section 30.01*, taking into due consideration: (i) the extraordinary involvement, covenants and expense of the public in securing the Team's commitment to play at the Ballpark for the Extended Term: (ii) the consequent reduction in value of the Ballpark arising from the absence of the Team; (iii) the substantial economic benefit conferred upon the Team through the Second Ballpark Agreement intended to assure that the Team will continue to play at the Ballpark for the Extended Term; (iv) the detrimental effects of a breach on the County of Suffolk community; and (v) the loss of revenues to the County of Suffolk community.

Section 30.03 **Waiver of Rights:** If, upon the breach of *Section 30.01*, equitable relief fashioned to require the Team to remain at the Ballpark is not granted by a court of competent jurisdiction for any reason, the Team, for themselves, their successors, assignees and affiliates, hereby waive any right, arising hereunder, at law, inequity or otherwise, to object to or otherwise challenge the validity, appropriateness or legitimacy of liquidated damages as the remedy for such breach.

Section 30.04 **Other Remedies:** If, upon a breach or threatened breach of *Section 30.01* by the Team, the equitable remedies and liquidated damages provided under this **Section 30** are unavailable for any reason, the County shall be entitled to pursue all other legal and equitable remedies against the Team, whether or not such remedies are specifically set forth in this Second Ballpark Agreement; provided, however, that any damages or money judgment obtained in any such legal or equitable proceedings shall not exceed the amount of liquidated damages that the County would have been entitled to receive pursuant to *Section 30.02* but for such unavailability. All such remedies are cumulative and may be exercised concurrently, successively, or in any order.

31. ACKNOWLEDGMENT OF BOND STATUS

Section 31.01 **Limitation on Actions:** As a material and substantial inducement for the County to enter into this Second Ballpark Agreement, the Team agrees that it will not undertake any action or fail to take any action or permit any of its officials, agents or employees to act or fail to act (including, without limitation, entering into one or more management contracts with respect to the Ballpark) if any such act or omission shall cause the County to be in default of any of its obligations under or in connection with the bonds issued to finance construction of the Ballpark or shall cause interest paid or hereafter paid on such bonds from time to time to be liable for, or otherwise subject to, taxation by the State of New York or the United States of America.

Section 31.01 **Indemnification:** Additionally, as a material and substantial inducement to the County to enter into this Second Ballpark Agreement, the Team further covenants and agrees that it will hold the County harmless against, and indemnify it for, any and all losses and liabilities (statutory or otherwise), claims, actions, demands, suits, judgments, interest and expense whatsoever (including, but not limited to, reasonable attorneys' fees and costs) in respect of or in connection with any of such bonds which arise out of or result from any such actions or omissions, and, to this end, further agrees to assume, and pay all costs, attorneys' fees, expenses and liabilities associated with, the County's defense of any and all of the foregoing by attorneys chosen by the Team and reasonably satisfactory to the County.

32. NOTICES

Section 32.01 **Notices And Addresses:** All notices required to be given under this Second Ballpark Agreement shall be given by date-and-time stamped facsimile, hand delivery with signed receipt, overnight or other courier with signed receipt, or by return receipt certified or registered mail, addressed to the proper party to the following addresses, or at such other address as may be subsequently given pursuant to this Section, and shall be deemed given upon receipt:

If to County:

County Executive, County of Suffolk
H. Lee Dennison Building 12th Floor
PO Box 6100, 100 Veterans Highway
Hauppauge, NY 11788

and

County Attorney, County of Suffolk
H. Lee Dennison Building 6th Floor
PO Box 6100, 100 Veterans Highway
Hauppauge, NY 11788

and

Commissioner, Department of Public Works
335 Yaphank Ave
Yaphank, New York 11980

If to Team, at the address first set forth in this Second Ballpark Agreement with a copy to:

Anton H. Rosenthal, Esquire

31 Turner Lane
West Chester, PA 19380

and

Frank Boulton
c/o Long Island Ducks
3 Courthouse Drive
Central Islip, NY 11722

33. MISCELLANEOUS

Section 33.01 **Taxes And Encumbrances:** The Team shall not permit any mechanics liens or other encumbrances or liens to exist against the Ballpark and shall within thirty (30) days of any such lien or encumbrance being asserted against the Ballpark as a result of action or inaction by the Team either cause the same to be released of record, bond or obtain title insurance coverage satisfactory to the County over such lien and proceed diligently to contest the same in good faith.

Section 33.02 **Valid New York Limited Liability Company:** The Team represents that as of the date of this Second Ballpark Agreement, the Atlantic League is organized and in good standing under the laws of the State of Delaware and the Team is organized and in legal existence under the laws of the State of New York, that it is duly authorized to enter into this Second Ballpark Agreement and has taken all requisite company action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental entity is required in connection with the execution, delivery and performance of this Second Ballpark Agreement. The Team agrees to support the representation in this Section with an opinion of legal counsel reasonably satisfactory to the County concerning the Team's representations only, together with a copy of the Team's Articles of Organization or Incorporation and confirmation of its legal existence from the Secretary of the State of New York and the good standing of the Atlantic League from the Secretary of State of Delaware.

Section 33.03 **Public Address Announcements Regarding County And County Events:** The Team agrees to make appropriate public address announcements and announcements on the Video Scoreboard Message Center in regard to future County events held in the Ballpark and/or other County facilities not scheduled for the same time as any Team Events or Team Special Events.

Section 33.04 **Prohibition Against Food And Beverages Being Brought Into The Ballpark:** The Team shall post signs in appropriate locations outside/inside the Ballpark which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Ballpark.

Section 33.05 **Alterations:** The Team shall not make any "Alterations," meaning any structural alterations, installations, improvements, additions, or renovations, or alterations, installations, improvements, additions or renovations to the Team Areas or any portion of the Ballpark effecting Building Systems without the prior written consent of the County.

Section 33.06 **Waste Or Nuisance:** The Team shall not commit or permit any waste on or about the Ballpark during the Extended Term of this Second Ballpark Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Ballpark or use the Ballpark, Team Areas, or Food and Beverage Areas for any unlawful purposes.

Section 33.07 **Exhibits:** All exhibits attached to this Second Ballpark Agreement are incorporated into and are a part of said Second Ballpark Agreement as if fully set out herein. The parties further acknowledge that the construction of the Ballpark is funded primarily by a Grant from the Empire State Development Corporation and both parties agree to abide by the provisions of the Grant Agreement annexed hereto and will further assist the other in compliance with said provisions.

Section 33.08 **Time Of The Essence**: Time is of the essence regarding any date in this Second Ballpark Agreement and the Exhibits attached hereto.

Section 33.09 **Project Labor Agreements:** The Team's hiring practices shall not violate existing and/or future Project Labor Agreements of the County, to the extent such contracts are applicable to such hiring practices.

Section 33.10 **Contract Review**: In advance of entering into any agreement concerning the Ballpark, the Team shall provide a copy of such agreement to the County for its approval, which approval shall not be unreasonably withheld or delayed.

Section 33.11 **Atlantic League Changes**: The Team shall reasonably promptly provide the County with notice of any proposed modification in the Atlantic League Standards attached hereto, the Atlantic League By-Laws, any of the Team's agreements with the Atlantic League and the composition of the member teams in the Atlantic League. Such notice shall include the complete text of any modification.

Section 33.12 **Binding Agreement**: Team and County, respectively, each represent that the individuals acting as signatories to this Second Ballpark Agreement have the authority to bind the Team and County and that this Second Ballpark Agreement, when properly executed by both parties, will constitute a valid and binding agreement, enforceable in accordance with its terms.

Section 33.13 **County Authority**: The parties acknowledge that County is a municipal corporation and is entering into and executing this Second Ballpark Agreement by virtue of the authority of Suffolk County Resolution No. ____ - 2009, dated the day of , 2009 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference.

34. HAZARDOUS SUBSTANCES AND WASTE

Section 34.01 **Prohibition:** The Team shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, or handle hazardous substances or waste at the Ballpark except in accordance with Environmental Laws. As used herein, "**Hazardous Substances or Waste**" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule, or regulation including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et. seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. Section 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

Section 34.02 **Indemnification:** With respect to the existence of any Hazardous Substance or Waste which the Team has caused or created, the Team shall defend, indemnify, and hold harmless the County and its officers, employees, and agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release, or threatened release of any Hazardous Substance or Waste which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substance or Waste; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substance or Waste; and/or (d) any violation of Environmental Laws, or any policies or requirements of the County which are based upon or in any way related to such Hazardous Substance or Waste, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

Section 34.03 **Savings Clause:** The provisions of this **Section 34** shall survive the expiration or earlier termination of this Second Ballpark Agreement.

35. DISCLOSURE STATEMENT

The Team represents and warrants that it shall submit to the County verified Public Disclosure Statements ("Statements") required pursuant to the Contractors/Vendors Public Disclosure Statement (S.C. Administrative Code, §A5-7). An updated Contractors-Vendors Public Disclosure Statement shall be filed with County on or before the 31st day of January in each year of the Second Ballpark Agreement's duration. Current, completed Statements are annexed hereto as **Exhibit B** for filing with the Clerk of the Legislature, and the Suffolk County Comptroller.

36. NO IMPLIED WAIVER

No failure or delay by either party to insist upon the strict performance of any provision of this Second Ballpark Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of fees or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

37. COOPERATION ON CLAIMS

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

38. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the County and the Team or to constitute the Team as an agent or employee of the County.

39. NO GRATUITY

The Team warrants and represents that neither the Team nor any official, employee, or agent of the Team has offered or given any gratuity to any official, employee, or agent of Suffolk County, 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 this Second Ballpark Agreement, or the making of any determinations with respect to the performance of the Second Ballpark Agreement, and that the person signing on behalf of the Team has read and is familiar with the provisions of Local Law 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

40. PESTICIDE APPLICATION

The Team 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.

41. CHILD SEXUAL ABUSE REPORTING

The Team agrees to comply with the Suffolk County Child Sexual Abuse Reporting Policy, Chapter 577, Article IV, of the Suffolk County Code, as now in effect, or amended hereafter, and any other Suffolk County Local Law that may become applicable during the Term of this Second Ballpark Agreement, concerning child sexual abuse reporting policy.

42. CERTIFICATION

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

43. NOT IN DEFAULT

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

44. GOVERNING LAW

This Second Ballpark Agreement shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

45. OMITTED

46. SUCCESSORS BOUND

This Second Ballpark Agreement shall bind, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.

47. COUNTY REPRESENTATIVES

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

48. EXECUTION BY THE TEAM

The Team warrants that its entry into this Second Ballpark Agreement was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

49. SUFFOLK COUNTY LAWS

A copy of the local laws referenced herein can be reviewed online at http://www.co.suffolk.ny.us/legis/

50. PARAGRAPH HEADINGS

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

51. SEVERABILITY

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

52. ENTIRE AGREEMENT

It is expressly agreed that this instrument represents the entire agreement of the Parties and that all previous understandings are merged in this Second Ballpark Agreement; and that no modifications hereof shall be valid unless written in the form of an Addendum or Amendment signed by the Parties, but no such modification, termination, cancellation, or extension shall be effective until so executed and approved.

- Balance of Page Intentionally Left Blank -

IN WITNESS WHEREOF, the undersigned on behalf of the County and the Team execute this Second Ballpark Agreement as of the day and year last written below.

LONG ISLAND DUCKS PROFESSIONAL BASEBALL CLUB, LLC

By: FRANK F. BOULTON
Chief Executive Officer
Date:

COUNTY OF SUFFOLK

By: STEVE LEVY
County Executive
Date:

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

Basia Deren Braddish,
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the 27th day of April in the year 2009 before me, the undersigned, personally appeared Frank F. Boulton, 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.

Stephen P Sacchi
Notary Public State Of New York
No. 01SA6193222
Qualified in Suffolk County
My Commission Expires 09/15/2012

Stephen P. Sacchi
Notary Public

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2009 before me, the undersigned, personally appeared *Steve Levy, Suffolk County Executive,* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "B" Possible Projects

1. Scoreboard/video improvement and/or replacement (to be performed first)
2. Restaurant
3. Enclose hallways on suite level
4. Add area down right field for carousel or stage
5. Move left field signs back and create seating berm
6. Field
7. Suite level – replacement of furniture, carpet, TV, refrigerators
8. Concession equipment
9. Office – computers, phones, furniture, ticket system

It is understood by the Team and County that the proposed list of possible projects is intended for informational purposes and does not in anyway modify or alter the duties and/or obligations of the Team and the County, as set forth under this Second Ballpark Agreement.

1447

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, AUTHORIZING THE SECOND BALLPARK LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE LONG ISLAND DUCKS PROFESSIONAL BASEBALL CLUB, LLC. AND THE COUNTY OF SUFFOLK

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 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:

ADDITIONAL REVENUE TO COUNTY

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

N/A – REVENUE TO COUNTY

8. Proposed Source of Funding

LONG ISLAND DUCKS PROFESSIONAL BASEBALL CLUB, LLC.

9. Timing of Impact

Upon Approval

10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		May 6, 2009

SCIN FORM 175b (10/95)

1447

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

Intro Res. No. 1448-2009 Laid on Table 5/12/09
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 12 - BIRCHWOOD-HOLBROOK WITH THE OWNER OF 44 WARREN AVENUE - RONKONKOMA (BR-1615)

WHEREAS, 44 Warren Avenue - Ronkonkoma, is located outside the boundary of Suffolk County Sewer District No. 12 - Birchwood-Holbrook; and

WHEREAS, 44 Warren Avenue - Ronkonkoma, has petitioned and requested the Administrative Head of the District for permission to connect into the sanitary sewers of the Sewer District No. 12 - Birchwood-Holbrook; and

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

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 12 - Birchwood-Holbrook and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; and

WHEREAS, such connection has been approved by the Suffolk County Sewer Agency, Resolution 8-2009; and

WHEREAS, 44 Warren Avenue - Ronkonkoma, will pay the connection fee for 300 GPD of $30.00 per gallon per day ($9,000.00) to the district; and

WHEREAS, the Suffolk County Sewer Agency has determined that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is listed as a Type II Action, and requires no further action, now, therefore, be it

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

2nd RESOLVED, that the Administrative Head of the District be and he hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 12 - Birchwood-Holbrook and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval

1448

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 AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 12 - BIRCHWOOD -HOLBROOK WITH THE OWNER OF 44 WARREN AVENUE - RONKONKOMA (BR-1615)

3. **Purpose of Proposed Legislation**

To authorize execution of an agreement by the administrative head of Suffolk County Sewer District No. 12 – Birchwood-Holbrook with 44 Warren Avenue - Ronkonkoma, a single family home seeking permission to discharge 300 GPD.

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 $30.00 per gallon per day connection fee for 300 GPD ($9,000.00) for this project will be paid to the District.

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

NA

8. **Proposed Source of Funding**

NA

9. **Timing of Impact**

NA

10. **Typed Name & Title of Preparer**	11. **Signature of Preparer**	12. **Date**
Craig A Platt Assistant Director of Sewer District Activation	Craig A. Platt	4/21/09

Debra Kolyer Budget Officer
Principal Financial Analyst 5/4/09

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2009 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1448

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

1448

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO. 8 - 2009

AUTHORIZING THE CONNECTION OF 44 WARREN AVENUE – RONKONKOMA (BR-1615) TO SUFFOLK COUNTY SEWER DISTRICT NO. 12 – BIRCHWOOD-HOLBROOK

WHEREAS, 44 Warren Avenue – Ronkonkoma is a single family home located in Ronkonkoma, New York, on property identified on the Suffolk County Tax Map as District 0200, Section 651.00, Block 03.00, Lot 018.000, and

WHEREAS, 44 Warren Avenue – Ronkonkoma is not located within the boundaries of any County sewer district, or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that 44 Warren Avenue – Ronkonkoma will generate a sewage flow of three hundred gallons per day (300 GPD), and

WHEREAS, there is a sewage treatment plant at SCSD No. 12 – Birchwood-Holbrook, which is sufficiently close to 44 Warren Avenue – Ronkonkoma to permit the connection of the 44 Warren Avenue – Ronkonkoma thereto, and

WHEREAS, this Agency has been advised that SCSD No. 12 – Birchwood-Holbrook (the "District") has sufficient capacity to accept the sewage which is expected to emanate from 44 Warren Avenue – Ronkonkoma, and

WHEREAS, the owner of 44 Warren Avenue – Ronkonkoma has applied to this Agency for permission to connect 44 Warren Avenue – Ronkonkoma to the District, and

WHEREAS, the connection of 44 Warren Avenue – Ronkonkoma to the District will be financially beneficial to the District and environmentally beneficial,

NOW, THEREFORE, IT IS

1st RESOLVED, that 44 Warren Avenue – Ronkonkoma be permitted to connect to the sanitary sewerage facilities of SCSD No. 12 – Birchwood-Holbrook as aforesaid, and it is further

2nd RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

3rd RESOLVED, that the connection fee to be paid for 44 Warren Avenue – Ronkonkoma shall be paid upon the execution of the Connection Agreement at the rate of $30.00 per gallon of sewage per day for a total of $9,000.00 and it is further

4th RESOLVED, that the connection authorized herein shall be subject to the execution of an agreement (the "Connection Agreement") between the owner of 44 Warren Avenue – Ronkonkoma and the owner of SCSD No. 12 – Birchwood-Holbrook,

5th RESOLVED, that the owner of 44 Warren Avenue – Ronkonkoma shall, at its sole cost, expense and effort, construct a house collection for 44 Warren Avenue – Ronkonkoma, and it is further

6th RESOLVED, that the owner of 44 Warren Avenue – Ronkonkoma shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the obligations of the owner to the Agency, or this Agency's nominee, under the Connection Agreement, and it is further

7th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the owner 44 Warren Avenue – Ronkonkoma, if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein, in form and content satisfactory to this Agency's staff, has not been negotiated between the owner of 44 Warren Avenue – Ronkonkoma and the owner of SCSD No. 12 – Birchwood-Holbrook and fully executed by all parties thereto.

(Suffolk County Sewer Agency meeting – 4/20/09)

1448

APR 28 2009

COUNTY OF SUFFOLK

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: Thomas LaGuardia, P.E., Chief Deputy Commissioner, SCDPW

DATE: Apr 21, 2009

SUBJECT: Introductory Resolution Calling for Approval of the Connection of 44 Warren Avenue - Ronkonkoma (BR-1615) to Suffolk County Sewer District No. 12 – Birchwood-Holbrook

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Attached is a draft resolution filed as Reso-DPW-SA 8-2009 44 Warren Avenue - Ronkonkoma (BR-1615) and appropriate forms with the backup filed as Backup-DPW-SA 8-2009 44 Warren Avenue - Ronkonkoma (BR-1615) SCIN 175A. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 12 – Birchwood-Holbrook with 44 Warren Avenue - Ronkonkoma (BR-1615).

Project Facts			
Type/units:	Single Family Home	Acreage:	0.75 Ac
Flow:	300 GPD	Sewer District:	12 - Birchwood-Holbrook
Groundwater Zone:	III	SEQRA:	Complete
SC Tax Parcel	0200 651.00 03.00 018.000	Legislative District	8th

TL:BW:cap

cc: Chris Kent, Chief Deputy County Executive
Gilbert Anderson, P.E. Commissioner, SCDPW
Ben Wright, P.E.
John Donovan, P.E.
Laura Conway
Linda Spahr, Esq.
Debra Kolyer, County Executive's Office
Brendan Chamberlain
E-mail to CE Reso Review

1449

Intro. Res. No. -2009 Laid on Table 5/12/2009
Introduced by Legislator Browning

RESOLUTION NO. -2009, AMENDING THE 2009 OPERATING BUDGET AND TRANSFERRING FUNDS WITHIN THE 2009 ADOPTED BUDGET

WHEREAS, it was determined that the wage rates for part-time nurses ("Q Nurses") employed by Suffolk County are not competitive with permanent salaried employees or prevailing wage rates; and

WHEREAS, it was the desire of the Suffolk County Legislature to adjust the wage rates for part-time nurses effective January 1, 2009 in accordance with prevailing wages within the industry; and

WHEREAS, the 2009 Recommended Operating Budget did not include sufficient Temporary Salaries appropriations in Health Services to provide prevailing wages to part-time nurses effective January 1, 2009; and

WHEREAS, Legislative Resolution No. 873-2008 amended the hourly rate for temporary positions in the Classification and Salary Plan for Registered Nurses and Licensed Practical Nurses to a rate commensurate with permanent salaried employees and transferred $23,024 from the Permanent Salaries appropriation in the Office of the County Executive to Health Services to provide sufficient appropriations for "Q Nurses"; and

WHEREAS, it is the desire of the Suffolk County Legislature to fund their initiative from the Legislature appropriations to support quality health care for the residents of Suffolk County by providing prevailing wages to "Q Nurses", and

WHEREAS, there are surplus appropriations in the County Legislature's Fees for Services; and

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

1st RESOLVED, that the 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	ACT	OBJ	OBJECT NAME	AMOUNT
001	LEG	1025	0000	4560	Fees for Services	-$23,024

TO:

FD	AGY	UNIT	ACT	OBJ	OBJECT NAME	AMOUNT
001	EXE	1230	0000	1100	Permanent Salaries	+$23,024

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date

T:\BRO\Browning Budget Amendment.doc

1450

Intro. Res. No. -2009 Laid on Table 5/12/2009

Introduced by Legislator Losquadro

RESOLUTION NO. -2009, AMENDING THE 2009 OPERATING BUDGET AND TRANSFERRING FUNDS TO FISCHER-HEWINS VFW POST 6249 AND TO KEVIN WILLIAMS MEMORIAL FOUNDATION AND TO HERITAGE TRUST AND TO ST. JUDE COUNCIL KNIGHTS OF COLUMBUS

WHEREAS, the 2009 Operating Budget does not include sufficient funds for Fischer-Hewins VFW Post 6249 for the Family Summer Concert Series; and

WHEREAS, the 2009 Operating Budget does not include sufficient funds for Fischer-Hewins VFW Post 6249 for program and building enhancements; and

WHEREAS, the 2009 Operating Budget does not include sufficient funds for the Kevin Williams Memorial Foundation; and

WHEREAS, the 2009 Operating Budget does not include sufficient funds for the Heritage Trust; and

WHEREAS, the 2009 Operating Budget does not include sufficient funds for the St. Jude Council Knights of Columbus; and

WHEREAS, these organizations are not-for-profit agencies that provide valuable services to Suffolk County residents; and

WHEREAS, Resolution No. 872-2008 provided $46,000 for Joe's Project, a suicide prevention program run by the Family Service League, in the Suffolk County Health Department's Mental Health Unit; and

WHEREAS, funding for this agency in the Youth Bureau is duplicative; and

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

1st RESOLVED, that the 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	ACT	OBJ	OBJECT NAME	AMOUNT
001	EXE	7320	JFF1	4980	Family Service League - Suicide	-$20,000

TO:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	AMOUNT
001	ECD	6410	JEA1	4980	Fischer - Hewins VFW Post 6249	+$5,000
001	ECD	6410	XXXX	4980	Fischer - Hewins VFW Post 6249	+$5,000
001	EXE	7320	HXI1	4980	Kevin Williams Memorial Foundation	+$1,000
001	ECD	6410	XXXX	4980	Heritage Trust	+$4,000
001	ECD	6410	XXXX	4980	St. Jude Council Knights of Columbus	+$5,000

and be it further

2nd RESOLVED, that the County Executive's Budget Office is authorized to assign activity (pseudo) codes for Fischer-Hewins VFW Post 6249, Heritage Trust, and St. Jude Council Knights of Columbus; and be it further

3rd RESOLVED, that the monies appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding Fischer-Hewins VFW Post 6249, Kevin Williams Memorial Foundation, Heritage Trust, and St. Jude Council Knights of Columbus.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\Losquadro Resolution.doc

1451

Intro. Res. No. -2009 Laid on Table 5/12/2009

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2009, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 87-2009

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 87-2009; 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. 87-2009

In the 2nd RESOLVED paragraph change the Revenue Code:

FROM:

001-SHF-3114

TO:

001-SHF-4392

DATED:

APPROVED BY:

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County Executive of Suffolk County

Date: