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: Hon. William J. Lindsay, Presiding Officer of the SC Legislature
Hon. Legislators: Beedenbender, Romaine, Schneiderman, Browning, Viloria-Fisher, Losquadro, Eddington, Montano, Alden, Barraga, Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, and Cooper, Ed Dumas, Chief Deputy County Executive for Policy and Communications, Vito Minei, P.E., Director, Environmental Quality, S.C. Health Services, Thomas Isles, Director, Suffolk County Planning Department, Michael Cavanagh, representing Presiding Officer Lindsay

FROM: Gilbert Anderson, P.E., Commissioner, SCDPW and Chairman, Suffolk County Sewer Agency

DATE: October 1, 2009

SUBJECT: Minutes of the Suffolk County Sewer Agency – September 21, 2009

Attached for your information please find a copy of the minutes for the above referenced meeting.

GA/BW/cp – Attachments

cc: Thomas LaGuardia, P.E., Chief Deputy Commissioner, SCDPW
Louis Calderone, Deputy Commissioner, SCDPW
Ben Wright, P.E., Chief Engineer, Division of Sanitation, SCDPW
John Donovan, P.E., Principal Civil Engineer, SCDPW
Laura Conway, C.P.A., Administrative Services, SCDPW
Linda Spahr, Esq., SC Department of Law
Robert Braun, Esq. SC Department of Law
Walter Hilbert, P.E., SC Dept. of Health
Walter Dawydiak, P.E., SC Dept. of Health
Tim Laube, Clerk of the Legislature
William Spitz, NYSDEC
Patrick Heaney, Commissioner Economic Dev. and Workforce Housing
Adam Santiago, Aide to Legislator Brian Beedenbender
Justin Littell, Aide to Legislator Louis D'Amaro
Karen Klafter, Aide to Legislator Louis D'Amaro
Lisa Broughton, Office Economic Development
Craig A Platt, Secretary, SC Sewer Agency

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4205
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Suffolk County Sewer Agency

Meeting Agenda

September 21, 2009

The meeting was called to order at 11:21 am by Gilbert Anderson, P.E., Commissioner, SCDPW & Chairman, Suffolk County Sewer Agency. In attendance were Adam Santiago, representing Legislator Brian Beedenbender, Chairman of the Public Works and Transportation Committee, Legislator Lou D'Amaro, the Sewer Agency Legislator-At-Large, Daniel J. Gulizio, representing Tom Isles, the Suffolk County Director of Planning, Vito Minei P.E., representing the Commissioner of the Department of Health Services, and Lisa Broughton, Office of Economic Development, representing Ed Dumas, Chief Deputy County Executive for Policy and Communications.

Note: Michael Cavanagh, Legislative Aide to Presiding Officer Lindsay, arrived as the meeting was in progress.

Also present were Ben Wright, P.E., Chief Engineer of the Suffolk County DPW Sanitation Division, Linda Spahr, Esq. of the Suffolk County Department of Law, Robert Braun, Esq. of the Suffolk County Department of Law, Justin Littell, Legislative Aide to Legislator D'Amaro, and Geneen Fogarty, Account Clerk Typist, Suffolk County DPW Sanitation Division.

See the attached sign-in sheet for others in attendance.

Welcome by Commissioner Anderson, to the September 21, 2009, meeting of the Suffolk County Sewer Agency, and introduction by Roll Call.

I. <u>Roll Call</u> - (see above)

II <u>Minutes of Previous Meeting</u>

Minutes from SCSA for the August 17, 2009 meeting were discussed. A motion to accept the minutes as written was made by Legislator D'Amaro and seconded by Mr. Minei. The motion was approved unanimously.

III. <u>Public Portion</u> – There were no requests to address the Agency

A. Formal Approval

SAMANTHA DRIVE SUBDIVISION **BR-1568**

Ben mentioned that this project was tabled at the Agency meeting on August 17, 2009, due to the lack of the submittal of a SCDHS application. The project is a proposed development consisting of 2 units, situated on less than one acre which is applying for permission to connect to the facilities of SCSD No. 11 - Selden. This project is located on Samantha Drive, east of NYS Route 112 and north of NYS route 25 in Coram, NY. It is expected that this development will generate a sanitary discharge of 600 gallons per day of waste.

The NYS DEC revised the District's permit to reflect an increase of 47,000 gallons per day due to the design modifications of the expanded plant. This project received Conceptual Certification as part of the District 11 Venture's Expansion of SCSD #11 – Selden.

Staff recommended granting Formal Approval

Commissioner Anderson asked if a project representative was present and Eugene L Wishod, Esq. stated that he was and introduced Joe Passalegua, from Long Island Management. Mr. Wishod stated that the project had been tabled due to the lack of a SCDHS application. The application had since been submitted. Mr. Minei verified that the application had been submitted to the SCDHS.

Commissioner Anderson asked if there were any questions or comments, seeing none, made a motion to approve the request, the motion was seconded by Mr. Minei. The motion was approved unanimously.

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 34 - 2009

AUTHORIZING THE FORMAL APPROVAL FOR THE CONNECTION OF SAMANTHA DRIVE SUBDIVISION (BR-1568) TO SUFFOLK COUNTY SEWER DISTRICT No. 11 - SELDEN

WHEREAS, Samantha Drive Subdivision is a 2 unit subdivision in Coram, New York, on property identified on the Suffolk County Tax Map as District 0200, Section 428.00, Block 01.00, Lot 001.112

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 11 – Selden (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that Samantha Drive Subdivision will generate a sewage flow of Six Hundred gallons per day (600 GPD), and

WHEREAS, the owner of Samantha Drive Subdivision has applied to this Agency for permission to connect Samantha Drive Subdivision to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the sewage (the District 11 Venture plant expansion) which is expected to emanate from Samantha Drive Subdivision, and

WHEREAS, Sewer Agency Resolution 6-2006 (4/17/06), stated that the connection fee was at the rate of $15.00 GPD and established $7.06 GPD as the amount the District 11 Venture could charge the connectees to cover the cost of construction. The District 11 Venture has a right to recover their costs as part of the agreement for expanding the District and the balance of the $15.00 connection fee ($7.94 GPD) is to be paid to the District, and

WHEREAS, the connection of Samantha Drive Subdivision to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

WHEREAS, 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, and

NOW, THEREFORE, IT IS

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 Samantha Drive Subdivision be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

3rd RESOLVED, that Six Hundred gallons per day (600 GPD), of capacity in the District's sewage treatment plant be allocated to Samantha Drive Subdivision, and it is further

4th 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

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of Samantha Drive Subdivision, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid to the District for Samantha Drive Subdivision shall be paid upon the execution of the Connection Agreement at the rate of $7.94 per gallon of sewage per day for a total of $4,764.00 and it is further

7th RESOLVED, that Samantha Drive Subdivision shall, at its sole cost, expense and effort, construct a sewage collection facility for Samantha Drive Subdivision and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

8th RESOLVED, that no Certificate of Occupancy shall be issued for any additional portion of Samantha Drive Subdivision until the sewage collection facility for Samantha Drive Subdivision has been completed and the Premises have been connected to the sanitary sewerage facilities of the District, all to the satisfaction of DPW, and it is further

9th RESOLVED, that the developer of Samantha Drive Subdivision 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 construction of the sewage collection facility for Samantha Drive Subdivision, as well as for all of the developer's obligations under the Connection Agreement, and it is further

10th 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 developer of Samantha Drive Subdivision if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting September 21, 2009)

RUBIES OFFICE BUILDING. HU-1497

Ben mentioned that this project is an existing 103,000 SF office building, located on the southwest corner of Broadhollow Road and the South Service Road of the LIE. The current approved flow from the building is 12,000 GPD. The developer is requesting an additional 2,000 GPD for the site to accommodate additional seating at the proposed restaurant.

The District's Bergen Point STP has sufficient treatment capacity in excess of the needs of the District and its contractees to accommodate the additional flow. Additionally, approval by the NYSDEC is required.

Staff recommended granting the additional capacity request.

Commissioner Anderson asked if a project representative was present and Mea Knapp Esq. stated that she was and introduced Tom Cohen, the owner's representative from Broadhollow Associates. Ms. Knapp mentioned that Ben had stated correctly and that the additional capacity was necessary for the potential expansion of the restaurant.

Discussion: Legislator D'Amaro asked why this capacity was not part of the original request, to which Ms. Knapp replied, that the owner had entered into a contract with Sbarro's. Restaurants. Sbarros' does not believe the initial request for two hundred seats is enough and requested seating for two hundred and fifty.

Commissioner Anderson asked if there were any questions or comments, seeing none, a motion to approve the request was made by Legislator D'Amaro and seconded by Mr. Minei. The motion was approved unanimously.

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO. 35 - 2009

AUTHORIZING AN INCREASE IN FLOW FROM RUBIES OFFICE BUILDING (HU-1497) TO SUFFOLK COUNTY SEWER DISTRICT NO. 3 - SOUTHWEST

WHEREAS, Rubies Office Building is an existing 103,000 square feet office building with a proposed 200 seat restaurant, located in Melville, New York, situated on property identified on the Suffolk County Tax Map as District 0400, Section 255.00, Block 01.00, Lot 036.000, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 3-Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, Rubies Office Building is authorized to discharge Twelve Thousand gallons per day (12,000 GPD) to the Districts facilities, and

WHEREAS, Rubies Office Building due to additional seating in the proposed restaurant, will generate an additional sewage flow of two thousand gallons per day (2,000 GPD) (the “additional flow “), and bring the total authorized discharge to Fourteen Thousand gallons per day (14,000 GPD), and

WHEREAS, the owner of Rubies Office Building has applied to this Agency for permission to connect the additional flow from Rubies Office Building to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the additional flow which is expected to emanate from Rubies Office Building, and

WHEREAS, the connection of the additional flow of Rubies Office Building to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

NOW, THEREFORE, IT IS

1st RESOLVED, that Rubies Office Building be permitted to connect the additional flow to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

2nd RESOLVED, that a total of Fourteen Thousand gallons per day (14,000 GPD) of capacity in the District's sewage treatment plant be allocated to Rubies Office Building, and it is further

3rd RESOLVED, that the additional flow 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

4th RESOLVED, that the additional flow authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of Rubies Office Building, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

5th RESOLVED, that the connection fee of $30.00 per gallon per day (a total of $60,000) to be paid for Rubies Office Building shall be paid to the District upon the execution of the Connection Agreement, and it is further

6th RESOLVED, that Rubies Office Building shall use its existing collection system which was previously built by Rubies Office Building, and has previously offered to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, 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 developer of Rubies Office Building if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting September 21, 2009)

TOWN OF BABYLON LANDFILL BA-1477

Ben mentioned that this project is a proposed Pump Station, forcemain, and collection system approximately 9,000' long from the Town of Babylon's landfill located between Edison Street and Patton Avenue in West Babylon to the Southwest Sewer District. Presently, the Town trucks the leachate to a private entity that does some treatment and discharges the wastewater to SCSD #3 collection system. The project will produce 36,000 GPD of leachate. Additionally, the SEQRA has been complete and the Town is requesting a fall approval to make that connection. The department has corresponded with NYS DEC indicating that department looks at this as no increase in district capacity. The DEC had asked for an engineering report to receive their approval which always is the case. Ben continued that in the resolution in the 3rd WHEREAS clause states "will generate sewage" and should instead state "will generate leachate".

Staff recommended granting Formal Approval

Commissioner Anderson asked if a project representative was present and Rich Groh, from the Town of Babylon stated that he was and introduced Charles Bartha, P.E., and Steve Hearl, P.E. Mr. Groh stated that there was just one issue; (the 6th Resolved clause in the proposed resolution); The Town was hoping to negotiate the connection fee at a later date if at all possible.

Discussion: Mr. Bartha stated that the Town was hoping to design the interceptor for greater capacity and turn that additional capacity (430,000 GPD) over to the county. That capacity would enable the county to make connections and generate around twelve million dollars ($12,000,000.00) in connection fees. The Town would like to address this issue of the connection fee with the County Executive's Office and the Legislature. Mr. Groh mentioned that this project and the Wyandanch project would result in great economic benefits, environmental benefits, as demonstrated in the SEQRA process. Mr. Groh continued that it is a public benefit project as well. Commissioner Anderson asked if the Town would be amenable to tabling the project for a cycle to continue the discussion and amend the Agency resolution; to which Mr. Bartha stated that it would be problematic; as the Town is on a very aggressive schedule, that the Town would like to go ahead and have the documentation in order by the middle of November, recognizing that once the request is approved by the Sewer Agency it will have to be approved by the Legislature. Mr. Groh stated that this project is at the top of the Town's priority list, that the design is well underway, and the Town would like to start the construction in the spring. Mr. Groh reiterated that item 6 (the 6th Resolved clause in the proposed resolution) would be worded as such that it could be revisited at a later date. Ben mentioned that in the past other facilities have designed and constructed their connection systems larger than necessary to accommodate additional capacity. The facilities was given a number of years (five to ten) to recoup their costs as additional areas used the collection system. Ben continued that as far as future connections; if the infrastructure was designed larger than necessary to accommodate additional capacity and the capacity was not available at the WWTP, it would not have any value, which is something that must be considered. Additionally, Ben mentioned that while the project had a public benefit; the connection fee was a District asset, and the District must receive some benefit, whether in the connection fee or another source. Ben further mentioned, that in the past there were occasions when connection fees were spread out paid or paid as additional units were connected or some other factor which could be over a number of years. Normally, these negotiations took place as the details of the Connection Agreement were worked out and not in the Sewer Agency resolution. Commissioner Anderson mentioned that this had occurred in the past and Ben replied; yes, but not at the Agency but in the Connection Agreement

negotiations. The connection fee has not changed, it is in the law, but the method in which it is paid can be negotiated. Commissioner Anderson mentioned that is sounded almost as so that the Town was looking for a waiver of the connection fee, and he did not think that this was something the Agency could approve. Mr. Bartha mentioned that his understand was similar to Ben's, but the connection fee is fixed by resolution, but that can be changed by the County Executive and the Legislature. Mr. Bartha continued that it was the Town's desire to move ahead with the resolution, only that the connection fee be negotiated at a later date. Legislator D'Amaro mentioned that the resolution has the full connection fee and if the Town is successful in negotiating a lower rate or having the connection fee waived, asked if language can be inserted into the 6th Resolved clause, such as " or other reduced amount as negotiated or enacted. Ms. Spahr said she thought it appropriate as long as the language "as approved by action of the County Legislature" was included. Legislator D'Amaro mentioned inserting "…$30.00 per gallon or such lesser amount as may be approved by the Suffolk County Legislature, prior to execution of the Connection Agreement". Legislator D'Amaro stated that this amendment would at least get the project approved by the Agency today. Mr. Minei mentioned that precedent exists by resolution where the public benefit is affordable housing, to which Ben replied that there has always been a conflict between the District's assets and the public benefit. The discussion continued between Legislator D'Amaro and Ben concerning the assets of the district and the connection fee; with the County Executive and Legislature having the ability to change or amend the law. Legislator D'Amaro mentioned to Mr. Groh and Mr. Bartha that he would welcome a discussion on the issue. Mr. Minei mentioned that during the Agency meeting when the item was on the agenda for Conceptual Certification there was a discussion concerning submission of an application to the SCDHS. Mr. Minei continued, normally the item is tabled if an application has not been submitted, and asked that an application be submitted. Mr. Minei asked if it would be a hardship for the Town if the item was tabled for a month? Mr. Groh replied, yes and continued with, in the next few weeks the design details should be worked out and then a detail application could be made to the SCDHS.

Commissioner Anderson asked if there were any questions or comments, discussion ensued between Ms. Spahr and Commissioner Anderson concerning amending the resolution, two issues; 3rd WHEREAS clause should state leachate instead of sewage and the 6th Resolve clause should state "at the rate of $30.00 per gallon and a connection fee of $1,080,000.00 or such amount as may be approved by the Suffolk County Legislature, prior to execution of the Connection Agreement".

Commissioner Anderson asked if there were any questions or comments, seeing none, a motion to approve the resolution as amended by Commissioner Anderson was made by Legislator D'Amaro and seconded by Ms Broughton. The motion was approved unanimously.

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 36 - 2009

AUTHORIZING THE FORMAL APPROVAL FOR THE CONNECTION OF THE TOWN OF BABYLON LANDFILL (BA-1477) TO SUFFOLK COUNTY SEWER DISTRICT No. 3 - SOUTHWEST

WHEREAS, the Town of Babylon Landfill is a municipal landfill in West Babylon, New York, on property identified on the Suffolk County Tax Map as District 0100, Section 075.00, Block 01.00, Lots 017.002, 018000, 019001, 019002, 020000, 021000, 022000, and Section 076.00, Block 01.00, Lots 013002, 014000, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 3 – Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that the Town of Babylon Landfill will generate a leachate flow of Thirty-Six Thousand gallons per day (36,000 GPD), and

WHEREAS, the Town of Babylon Landfill has applied to this Agency for permission to connect the Town of Babylon Landfill to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the leachate which is expected to emanate from the Town of Babylon Landfill, and

WHEREAS, the connection of the Town of Babylon Landfill to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

WHEREAS, pursuant to the SEQRA regulations, this project is listed as a Type I Action, and a Negative Declaration was issued in a Coordinated SEQRA review by the Town of Babylon, the Lead Agency, and requires no further action, and

NOW, THEREFORE, IT IS

1st RESOLVED, that the SEQRA requirements for this project have been met, and the Town of Babylon has issued a Negative Declaration after establishing the action as Type I, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Town of Babylon Landfill be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

3rd RESOLVED, that Thirty-Six Thousand gallons per day (36,000 GPD), of capacity in the District's sewage treatment plant be allocated to the Town of Babylon Landfill, and it is further

4th 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

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the Town of Babylon, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk, and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid for the Town of Babylon Landfill shall be paid upon the execution of the Connection Agreement at the rate of $30.00 per gallon of leachate per day for a total of $1,080,000.00, or such amount as may be approved by the Suffolk County Legislature, prior to execution of the Connection Agreement, and it is further

7th RESOLVED, that the Town of Babylon shall, at its sole cost, expense and effort, construct a sewage collection facility for the Town of Babylon Landfill and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

8th RESOLVED, that the Town of Babylon 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 construction of the sewage collection facility for the Town of Babylon Landfill, as well as for all of the developer's obligations under the Connection Agreement, and it is further

9th 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 Town of Babylon if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting September 21, 2009)

TOWN OF BABYLON – WYANDANCH DOWNTOWN REVITALIZATION PLAN BA-1477.1

Ben mentioned that this project is a proposed Pump Station, forcemain, and collection system with approximately three miles of work to be done from north of the Southern State Parkway, with the ultimate connection to the Southwest. The Town of Babylon is requesting Formal Approval to discharge 380,000 GPD of sanitary sewage. The department has corresponded with the NYS DEC indicating that a final design report has been prepared for the ten million GPD expansion of the Bergen Point treatment plant. When the department asked to discuss this with DEC, the department was told to submit the report to Albany for review and then a discussion could be held. Even though the department thinks the capacity is available, this must be confirmed with the DEC when the meeting occurs.

Staff recommended granting Formal Approval

Commissioner Anderson mentioned that the project representatives were the same as the last agenda item, and Mr. Bartha stated that Ben's narrative was correct and as with the previous agenda item, that this is where the extra capacity would be available and requested that the 6th Resolved clause be amended as with the previous resolution. Mr. Minei mentioned that as with the last agenda item, the SCDHS application must be submitted and stated that he assumed that it would be the same hardship for the Town if the item was tabled for a month. Mr. Bartha stated that Mr. Minei had stated correctly and that the application would be submitted as soon as possible. Legislator D'Amaro mentioned that recently a sewer study for all of Wyandanch was passed by the Legislature. The Legislature is hoping to avoid a duplication of effort and maybe the Town and County can work together for this connection and connections beyond the commercial district. Commissioner Anderson mentioned that these items can be a subject of the negotiations, and asked if collection system the two projects were one and the same and the reply was, yes. Ms Broughton asked if each project would have a separate Connection Agreement, to which Commissioner Anderson replied, yes. Mr. Groh stated that the Wyandanch project would have a gravity system and the leachate would be a forcemain. The projects are separate and yet interconnected.

Commissioner Anderson asked if there were any questions or comments, seeing none, made a motion to approve the resolution as amended (6th resolved clause), the motion was seconded by Legislator D'Amaro. The motion was approved unanimously.

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 37 - 2009

AUTHORIZING THE FORMAL APPROVAL FOR THE CONNECTION OF THE WYANDANCH COMMERCIAL CORRIDOR (BA-1477.1) TO SUFFOLK COUNTY SEWER DISTRICT No. 3 - SOUTHWEST

WHEREAS, the Wyandanch Commercial Corridor is a commercial district in Wyandanch, New York, on property identified on the Suffolk County Tax Map as District 0100, Section 039.00, Block 041.00, Lots 033000, among others (see attached listing), and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 3 – Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that the Wyandanch Commercial Corridor will generate a sewage flow of Three Hundred Eighty Thousand gallons per day (380,000 GPD), and

WHEREAS, the Town of Babylon has applied to this Agency for permission to connect the Wyandanch Commercial Corridor to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant will have sufficient capacity to accept the sewage which is expected to emanate from the Wyandanch Commercial Corridor, and

WHEREAS, the connection of the Wyandanch Commercial Corridor to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

WHEREAS, pursuant to the SEQRA regulations, this project is listed as a Type I Action, and a Negative Declaration was issued in a Coordinated SEQRA review by the Town of Babylon, the Lead Agency, and requires no further action, and

NOW, THEREFORE, IT IS

1st RESOLVED, that the SEQRA requirements for this project have been met, and the Town of Babylon has issued a Negative Declaration after establishing the action as Type I, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Wyandanch Commercial Corridor be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

3rd RESOLVED, that Three Hundred Eighty Thousand gallons per day (380,000 GPD), of capacity in the District's sewage treatment plant be allocated to the Wyandanch Commercial Corridor, and it is further

4th 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

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the Town of Babylon, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid for the Wyandanch Commercial Corridor 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 $11,400,000.00, or such amount as may be approved by the Suffolk County Legislature, prior to execution of the Connection Agreement, and it is further

7th RESOLVED, that the Town of Babylon shall, at its sole cost, expense and effort, construct a sewage collection facility for the Wyandanch Commercial Corridor and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

8th RESOLVED, that the Town of Babylon 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 construction of the sewage collection facility for the Wyandanch Commercial Corridor, as well as for all of the developer's obligations under the Connection Agreement, and it is further

9th 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 Town of Babylon if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting September 21, 2009)

SPRINGHILL SUITES @ BELLPORT **BR-1608**

Ben mentioned that this project is a 128 room hotel currently under construction on the west side of Horseblock Road, south of Sills Road in Bellport. The developer has approval for 19,330 GPD to SCSD #7 Medford. Prior resolutions have approved interim capacity that could be converted to final approval depending on the M7A expansion of the treatment plant. Additionally, the DEC has approved the connection to the District. This application is a request to modify the terms in resolution 28-2009 of this year. The modifications would be in the 5th and 10th resolved clauses. The suggested revisions would concern the connection fee paid to M7A, in the 5th resolved clause the language would be changed from "in consideration of the expansion of the District's sewage treatment plant" to "upon commencement of construction of the expansion of said sewage treatment plant". The 10th Resolved clause which states "a date to be determined by the Agency staff" would be changed to "within two (2) years of the date of the Amended Resolution". There is some contradiction between the two due to complications, if the 5th Resolved clause is revised and the connection fee is paid at the time the construction commences, and there are delays in construction, how does the County or District obtain the funds two years later, when M7A has already expended the funds on the expansion project which hasn't been completed. There is some difficulty on how to work this out, therefore Staff makes no recommendation, just indicated what has been requested.

Commissioner Anderson asked if a project representative was present and Kathleen Deegan Dickson, Esq., stated that she was and gave a brief history of the project's applications to the agency. Ms. Dickson stated that during that period of time she had been in discussion with M7A and the County, negotiating the connection agreement, the two were tied together both in both drafting and in discussion before this Agency. Ms. Dickson mentioned that she had been unsuccessful in executing an agreement with M7A, not entirely sure why. Sometime they (M7A) say that they don't want to sell to Springhill Suites@ Bellport (SS@B), sometime they (M7A) want to keep the capacity for themselves, sometime they (M7A) say that they have somebody else that is interested in all of the gallonage. Ms. Dickson further mentioned that the hotel is well under construction, nearing the point where they need to connect to the sewers, she would like to have the sewer connection agreement signed with the County. The issue is that the Agency resolutions reflects the tie-in with M7A. What Ms. Dickson would like to do is remove the tie-in with M7A. Ms. Dickson further stated that they have a handshake deal with M7A and are not trying to avoid connecting through M7A or paying the agreed price per gallon but there is too much uncertainty. They (SS@B) have invested a considerable amount of money and resources, and if SS@B does not get the approval to connect, SS@B will have to stop construction, which could be disastrous. What Ms. Dickson is trying to do, is cut out the extraneous stuff, get a connection agreement with the County, and find a way that the County is protected, if M7A doesn't do the construction or if they do the construction and do not want to sell the capacity to SS@B, the County will get the thirty dollars per gallon. If M7A does the expansion and sells the capacity to SS@B, then M7A will get the connection fee. Ms. Dickson continued that, in the situation, they would like to have the two resolved clauses in the resolution amended so that they can get connected now, and have a permanent agreement with the County. Maybe the resolved clause language (submitted by Ms. Dickson) in the resolution is somewhat contradictory, but Ms. Dickson is not married to the language, the intent was to allow the connection to go ahead. Commissioner Anderson asked Ms. Dickson whether or not an agreement exists between M7A and SS@B, to which Ms. Dickson replied, that only a handshake, they have been unable to negotiate a contract. Ms. Dickson related the details of contact with M7A, and mentioned the June Agency meeting where it was reiterated that Ms. Dickson wanted to purchase the capacity from M7A. Ms. Dickson continued, that there has been a lot of

conversation, the draft agreement was sent to Mr. Balin, and no further action had been taken. Ms. Dickson mentioned that if an agreement was available today, it would be signed. Ms. Dickson wasn't sure why M7A has delayed signing an agreement. Ms. Dickson mentioned that she hoped Mr. Balin would have attended the meeting, she had notified Mr. Balin's office that the item was on the Agency agenda. Commissioner Anderson asked the status of the agreement for the expansion between M7A and the County, to which Ben replied, that he had two discussions with Mr. Balin, the first was after Mr. Balin sent correspondence to all the Sewer Agency members, maybe six weeks ago and the item had been put on the Agency agenda due to the allegations in the correspondence. Subsequently, Mr. Balin indicated that M7A was moving forward with the agreement, and requested that the item be removed from the Agency agenda. Ben continued, that Mr. Balin had telephoned this morning and was aware the item was on the Agency agenda. Mr. Balin stated that he would not be able to attend the meeting, and hoped the wording in the resolution would not be changed, and that there was a possibility of working out an agreement. Legislator D'Amaro mentioned that M7A was proposing to expand the plant and asked the status, to which Ben replied, that M7A was ready to bid the project a couple of months age but there were a number of changes. Legislator D'Amaro mentioned that the hotel was under construction and the Agency had approved the connection, and asked why the approved capacity was interim, to which Ben replied, that it was interim because M7A had not yet expanded the plant and if M7A did not expand the plant, SS@B would connect to County capacity in the plant and has DEC approval to do so. However, if M7A expanded the plant, the fee would be paid to M7A. Ms. Spahr mentioned that in 1989 an agreement, authorizing expansion of the plant in three phases. Based on changes over time, the expansion was not complete in the eighteen months allotted in the agreement. So, it has become necessary to amend that construction agreement; due to costs, contributions, and profit. Ms. Spahr mentioned that she sent a draft copy of the construction agreement to Mr. Balin on May 26, 2009, and telephoned Mr. Balin on August 26, 2009, asking Mr. Balin if he had any comment on the agreement. Legislator D'Amaro mentioned that it was three months later, to which Ms. Spahr, replied, correct. Ms. Spahr continued, and as of now, Mr. Balin has not responded to the inquiry, and added, at this point the construction cannot commence until there is an executed amended contract agreement in place. Additionally, Ms. Spahr mentioned that normally the construction plans are not released by DPW until the construction agreement is signed, to which Ben replied, that there had been discussion at the Agency and other meetings concerning the urgency of the financing and the support that was given to this project so it was important to go forward with approving the plans. Legislator D'Amaro asked if Ms. Dickson's client was willing to work through M7A but was looking for finality, a completion date, to which Ms. Dickson replied, that finality was needed now. Ms. Dickson continued; the project was almost complete and the issue needed to be resolved. Legislator D'Amaro mentioned that the changes requested by Ms. Dickson in the resolution would still give M7A the opportunity to commence the expansion and complete it within two years, and asked if that is what Ms. Dickson wanted or was she looking to connect directly through the County, to which Ms. Dickson replied, that it didn't matter, that as long as the connection agreement with the County is signed right away and that is not it was not contingent on having an agreement with M7A. Ms. Dickson mentioned that the difficulty was in the connection fee, whether it was payable to the County at the $30.00 per gallon rate or to M7A at a later date. Legislator D'Amaro mentioned that SS@B wanted the hook up, regardless of who received the connection fee and when, and that she was not trying to exclude M7A, and when the expansion was complete, M7A would get the connection fee, to which Ms. Dickson replied, yes. Ms. Dickson mentioned that even if M7A completed the expansion, there is no guarantee that Springhill Suite will get the capacity. Legislator D'Amaro mentioned that SS@B wants to get connected and up and running and two years from now says, who do I

pay, to which Ms. Dickson replied, yes. Commissioner Anderson asked if that would be covered by the connection agreement, to which Ms. Spahr replied, normally the connection fee is paid at the time the connection agreement is signed. Ms. Spahr explained that when the negotiated connection agreement is sent to the owner for signature, the agreement is returned with a certified check covering the connection fee. Ms. Spahr mentioned that she was not sure how SS@B could connect without paying the connection fee at the time the connection agreement was signed. Legislator D'Amaro asked if it was possible that the connection agreement with SS@B stated that once M7A completed the expansion, the District could turn over the connection fee, to which Ms. Spahr replied, she was not sure of the legality of turning over District funds to a private entity expanding the plant. Legislator D'Amaro mentioned that he thought that as long as the agreement was specific on doing so it did not seem an issue, and mentioned that he was not sure of the legality either. Commissioner Anderson mentioned that maybe this should be discussed and resolved outside of the Agency and asked if it was a hardship if the item were tabled for a month, to which Ms. Dickson replied, that it indeed would be a hardship for her client. Ms. Dickson continued, that while negotiations were going on over the summer, the (hotel's) construction was proceeding (at this time Ms. Dickson presented photographs of the hotel under construction to the Agency members). Mr. Cavanaugh asked if the capacity was currently available, to which Ben replied, yes. Ben explained that the capacity was not available in the beginning, that the department had been corresponding with the DEC, and over the past two years the loadings and the flows have been such that the after review of the department's request, the DEC approved additional capacity. In the case with this project, DEC had approved the capacity, the project had a handshake agreement with M7A, it seemed right to go forward with the capacity. Ms. Spahr mentioned that Mr. Balin over the course of time has stated that any available capacity is a result of M7A expansion of the treatment plant belongs to M7A. Ms. Spahr continued, that the amended construction agreement is not in place and there was not a mechanism in place encourage M7A to either go forward with the third phase of the expansion or decide not to. There is a possibility that other entities that are looking for capacity and would like to expand the plant, and are there other projects with Conceptual Certification or Formal Approval to connect based on the expansion. Legislator D'Amaro mentioned that the hotel construction is halfway complete, the project is without a connection agreement, and effort has been made to negotiate with M7A since May, and (after three months) Ms. Spahr had to contact M7A. Legislator D'Amaro continued; that he wan not accusing M7A of anything nefarious but going on with business. Legislator D'Amaro mentioned that considering the situation, the hotel is almost complete and there has been no movement on the part of M7A to complete the negotiations that this is a compelling reason to move forward and approve the connection and work out the details of the connection fee at a later date. Legislator D'Amaro asked Ms. Spahr if she has a legal opinion on M7A owning all the available capacity in the District, to which Ms. Spahr replied, that the Agency should make that determination and she did not have a formal legal opinion. Legislator D'Amaro continued, in the interest of approving the connection and protecting M7A interest, the connection fee details can be worked out, to which Ms. Spahr replied, that she was concerned about the legality of accepting the funds and in the future giving District the funds to M7A. Legislator D'Amaro mentioned that there is a lot of uncertainty with the expansion of the treatment plant. Ms. Spahr asked if there were any other projects that may be impacted if M7A failed to expand the treatment plant, to which Ben replied, no. Ben mentioned the 5th resolved clause was something that the third party agreement would define as far as when the payment is made, to the department the way the resolved clause is written is acceptable, it states that the connection fee will be paid by SS@B to M7A, the when is covered in the third party agreement between the two. Ben added, that the question of when, is in the 10th resolved clause (the connection fee would be paid), if M7A never starts the construction the

funds will go directly to the county rather than M7A. Mr. Minei asked Ben if the department's position was that the requested capacity belonged to the District and was available, to which Ben replied, yes. Mr. Minei continued, that in his understanding, Mr. Balin challenged that position in his correspondence to the Agency, to which Ms. Spahr responded, yes. Mr. Minei asked if the department responded to Mr. Balin's correspondence, whereas the department disagreed with Mr. Balin's assertion, to which Ben replied, that he discussed the matter with Mr. Balin. Mr. Minei suggested modifying the 10th resolved clause, approve the direct connection and take the connect fee. Mr. Minei mentioned why complicate the issue just because Mr. Balin has threatened the Agency. Mr. Minei mentioned that M7A leverage was that M7A owned the capacity, but if the Agency disagrees, Mr. Minei mentioned that the Agency should accept the position of the staff, the hotel is under construction, the District has the capacity, and the Agency should take the $30.00 per gallon connection fee. Legislator D'Amaro asked Ms. Dickson if the Agency approved a direct approval and connection if it would create a problem, to which Ms. Dickson replied, no, it does not. Ms. Dickson mentioned that she would contact M7A and let M7A know that SS@B was not trying to avoid paying the additional cost per gallon and that if the expansion commenced, M7A would get the connection fee. Legislator D'Amaro mentioned that M7A would not be an issue since M7A would be out of the picture and the capacity would be purchased from the District. Ms. Dickson mentioned that she agreed with Legislator D'Amaro. Legislator D'Amaro asked if M7A continues in the position that the capacity does not belong to the District, does that create a problem for SS@B, to which Ms. Dickson replied, that she did not think so, that M7A damages are money damages, and she did not think M7A had a basis for an injunction against the County or SS@B to prevent the connection. If it turns out that M7A owns the capacity, SS@B will pay M7A for the capacity, as long as SS@B doesn't have to pay twice for the capacity. Ms. Spahr mentioned that she wanted the members to be aware that in talks, Mr. Balin mentioned that how ever the Agency decided to go forward, he thought that if the Agency would require indemnification of the County by SS@B it would make the Agency's decision more palatable. Ms. Dickson (in conjunction with Marlene Laremeen, Esq.), stated that indemnification would not be a problem as long as SS@B, responsibility in the event of money damages would not exceed the amount of the connection fee. Legislator D'Amaro continued, if it is determined that the County is wrong, asked if SS@B is willing to give the County indemnification, as long as SS@B does not have to make a double payment. Ms. Spahr added defend and indemnify, to which Legislator D'Amaro asked Ms. Dickson, it this was acceptable. Mr. Gulizio asked if the additional capacity was any way based on the improvements made by M7A, or flow discussions with the DEC, to which Ben replied, that the DEC has a form that must be completed, and based on the loading, and what is being proposed, the flows have not been what they once were, whether as a result of low flow fixtures or another reason, the flows have not been as high as they had been. The DEC was able to evaluate the capacity. Ben continued, that in the department's opinion, the additional capacity is not the result of the prior expansions by M7A. Mr. Minei, asked if the 5th resolved clause can be removed, to which Ms. Spahr mentioned that prior Agency resolutions granting SS@B the right to connect through M7A, and perhaps a new resolution would be the best recourse. Mr. Minei suggested removing M7A from the resolution would enable SS@B to connect. Discussion continued concerning the best language for the resolution. Ms. Spahr mentioned that if the Agency members could state the conditions of the resolution, staff could draft the resolution for Agency approval. Ms Broughton asked the difference between Agency resolutions 23B-2008 & 9-2009, to which Ms. Dickson replied, that the original resolution approved 19,200 GPD and 9-2009, approved an additional 130 GPD, bringing the total capacity to 19,330 GPD. Commissioner Anderson asked if the Agency was looking to amend the resolution for ratification it at the next meeting. In discussion the following suggestions were made; a direct connection, $30.00 GPD

connection fee, indemnification and defense of the county, and converting interim capacity to final capacity.

Mr. Minei mentioned that a formal written response should be made in reply to Mr. Balin's August correspondence, whereby the County disagrees with Mr. Balin's position that M7A owns any available capacity in the District.

Commissioner Anderson mentioned that the resolution could be approved at the next Agency meeting, and hoped it would not be an issue for SS@B, Ms. Dickson mentioned that she would like to see the Agency adopt the resolution today, subject to adopting the written version at the next Agency meeting. That way the resolution would take effect immediately and SS@B would have some certainty that they can move ahead with construction. Ms. Dickson did not want to shut down the job for a month. Commissioner Anderson mentioned that SS@B already had Agency approval, discussion ensued as to the connection agreement, Ms. Spahr mentioned that the earliest the connection could be made was after the adoption of the written resolution.

Commissioner Anderson asked if there were any questions or comments, seeing none, discussion ensued as to the best way to amend the resolutions (23B-2009 & 28-2009). Legislator D'Amaro proposed creating a new resolution which included the following language;

- Converting the interim capacity to final capacity
- Approving the direct connection to SCSD #7 – Medford,
- The connection fee of $30.00 per gallon will be payable to the County
- The applicant will indemnify the County, and hold harmless from any and all claims.
- Whereas, M7A has not commenced construction or reached an agreement with either the County or SS@B for the expansion of the sewage treatment plant
- Whereas, SS@B has commenced construction and is ready, willing, and able to go forward with the direct connection.

The motion was seconded by Commissioner Anderson, and approved unanimously.

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO. 38 -2009

AUTHORIZING THE CONNECTION OF SPRINGHILL SUITES @ BELLPORT (BR 1608) TO SUFFOLK COUNTY SEWER DISTRICT NO. 7 – MEDFORD

WHEREAS, Springhill Suites @ Bellport is a proposed 128 room hotel, in Bellport, New York, situated on property identified on the Suffolk County Tax Map as District 0200, Section 813.00, Block 01.00, Lot 008.031 (the "Premises"), and

WHEREAS, Agency Resolution 23B-2008 authorized the sewage flow from Springhill Suites @ Bellport to Suffolk County Sewer District No. 7- Medford ("District") of nineteen thousand two hundred gallons per day (19,200 GPD), and

WHEREAS, Agency Resolution 28-2009 authorized the additional flow of one hundred thirty gallons per day, (130 GPD) totaling nineteen thousand three hundred thirty gallons per day, (19,330 GPD), and

WHEREAS, Springhill Suites @ Bellport has been willing to participate in Medford 7 Associates (M7A), a consortium of developers who had been expected to construct a proposed Stage 3 expansion of SCSD#7- Twelve Pines, at no cost to the District, and

WHEREAS, in consideration of the expansion of the District's sewage treatment plant by M7A, Springhill Suites @ Bellport was to have received a credit against the connection fee payable to the District for the connection of Springhill Suites @ Bellport's property to the sanitary sewerage facilities of the District, and

WHEREAS, it had been expected that M7A would continue its construction of the expansion of the District during 2009, but in fact M7A has not reached agreement with the District nor the Agency with respect to the continuation of that construction, nor has it completed construction under its agreement originally made in 1989, nor has M7A come to a written agreement with Springhill Suites @ Bellport for its participation in the costs of that construction, and

WHEREAS, Springhill Suites @ Bellport has requested that it be permitted to connect to the District directly, and not as a participant in the expansion which may or may not be completed by M7A, and

WHEREAS, the connection of Springhill Suites @ Bellport to the District will be financially beneficial to the District and environmentally beneficial to Suffolk County,

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NOW, THEREFORE, IT IS

1ST RESOLVED, that Springhill Suites @ Bellport be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

2nd RESOLVED, that nineteen thousand three hundred thirty gallons per day (19,330 GPD) of interim capacity in the District's sewage treatment plant be directly allocated to Springhill Suites @ Bellport, and it is further

3rd RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and New York State Department of Environmental Conservation, and it is further

4th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the owner of Springhill Suites @ Bellport, the District, the Suffolk County Department of Public Works ("SCDPW"), the Suffolk County Department of Health Services ("SCDHS"), the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

5th RESOLVED, that Springhill Suites @ Bellport shall, at its sole cost, expense and effort, construct a sewage collection facility for Springhill Suites @ Bellport, and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

6th RESOLVED, that no Certificate of Occupancy shall be issued for any portion of Springhill Suites @ Bellport until the sewage collection facility for Springhill Suites @ Bellport has been completed and Springhill Suites @ Bellport has been connected to the sanitary sewerage facilities of the District, all to the satisfaction of DPW, and it is further

7th RESOLVED, that the developer of Springhill Suites @ Bellport 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 construction of the sewage collection facility for Springhill Suites @ Bellport, as well as for all of the developer's obligations under the Connection Agreement, and it is further

8th RESOLVED, that Springhill Suites @ Bellport shall defend and indemnify this Agency, SCDPW, SCDHS, the District and the County of Suffolk from any and all costs, expenses, awards, damages and reasonable attorney's fees incurred by any of them in connection with any litigation or threatened litigation concerning this Resolution, the predecessors of this Resolution or any action taken or agreement made pursuant thereto, and it is further

Draft

9th 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 developer of Springhill Suites @ Bellport if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto, and it is further

10th RESOLVED, that the connection fee of Thirty dollars ($30.00) per gallon per day ($579,900.00) be paid directly to the District by Springhill Suites @ Bellport. The interim capacity and approval heretofore granted in Resolutions No. 23B-2008 and No. 28-2009 is hereby deemed to be final available capacity and not interim capacity.

(Suffolk County Sewer Agency meeting September 21, 2009)

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Commissioner Anderson closed the discussion and seeing no further business, made a motion to adjourn. The motion was seconded by Legislator D'Amaro and approved unanimously at 12:38.

Respectfully submitted,

Craig A Platt
Secretary, SC Sewer Agency

Sign-in Sheet **Suffolk County Sewer Agency**

September 21, 2009

	NAME	FIRM	PROJECT REPRESENTING
1	EILI WISHOD	HARBURGER, MAXSON, ET AL	SAMATHA DRIVE SUBDIVISION
2	RICHARD GUOA	Town of Babylon	Wyanda - M Sewers Leachate Force Main SWMF
3	Joseph Pass + Lacqua	LICMC	Stutthane Oaks Set 2
4	Steven Hearl	H2M, P.C	Town of Babylon Landfill Leachate.
5	CHARLIE BARTHA	BOWNE	WYANDANCH COMMERCIAL CORRIDOR
6	MEA KNAPP	GERMANO + CAHILL	RUBIE'S 110
7	TOM KIRWIN	DESIGN + DEVELOPMENT CONSULTING LTD	RUBIE'S, MELVILLE
8	Kathleen Deegan Dickson	Forchelli Curto Deegan et al	Briad - Springhill Suites
9	Marlene Laveman	Briad Development West	" "
10	Steve Schart	Briad Development	Briad - Springhill Suites
11	JAMES TALERICO	BRIAD Development West	BRIAD - SPRINGHILL SUITES
12	MICHAEL MARINIS	BARRETT, BONACU + VAN WEELE	" " "
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