

**RESOLUTION NO. 902 -2012, AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY AND THE VILLAGE OF PATCHOGUE FOR THE USE OF A PORTION OF COUNTY PREMISES LOCATED AT 150 WEST MAIN STREET, PATCHOGUE, NEW YORK, FOR THE CARNEGIE LIBRARY**

**WHEREAS**, the County is the owner in fee simple absolute of property located at 150 West Main Street, Patchogue, New York, designated on the Suffolk County Tax Map as No. 204-09-06-043.001 ("Property"); and

**WHEREAS**, the Village of Patchogue ("Village") is the owner of the Carnegie Library which is presently located on the Property pursuant to a permit issued by the County and approved under Suffolk County Resolution Number 672-2012 annexed hereto; and

**WHEREAS**, the Village and the County are currently working on an agreement to permanently transfer the Carnegie Library to a different portion of the Property; and

**WHEREAS**, such an agreement will take time to finalize as the portion of the Property that will be sited as the permanent location must be subdivided, involving the input of several governmental agencies; and

**WHEREAS**, the Village wishes to move the Carnegie Library to its final destination before the winter weather season in order to protect the health and safety of the residents of the Village; and

**WHEREAS**, in order to accomplish this goal, a foundation must be laid down on the portion of the Property that will be the final destination for the library; and

**WHEREAS**, the County and the Village are in agreement as to where the library should be permanently located; and

**WHEREAS**, construction of the foundation for the library and relocation of the library will be accomplished without any cost or expense to the County; and

**WHEREAS**, the Village will take all necessary precautions and actions to safeguard and protect the Carnegie Library, as well as its surrounding area at the Property until an agreement regarding the transfer of the site to the Village is finalized; and

**WHEREAS**, the Governing Body of the Village requested lead agency status under the State Environmental Quality Review Act ("SEQRA") for this project and was granted such status by the Suffolk County Council on Environmental Quality ("CEQ"); and

**WHEREAS**, that once a determination is rendered by the Village in connection with SEQRA, this Legislature is bound by that determination pursuant to § 617.6 of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR); and

**WHEREAS**, it is understood by the Village that no construction will commence on the Property until a complete SEQRA review has been completed by the Village and has been approved by CEQ; now, therefore be it

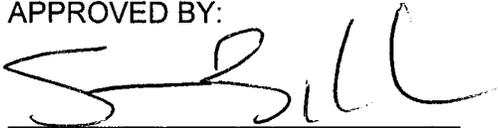
**1<sup>st</sup>** **RESOLVED**, that the use of a portion of the Property for the Carnegie Library is hereby approved pursuant to Section 215(1) of NEW YORK COUNTY LAW, subject to the terms and conditions as may be required by the Suffolk County Department of Public Works and in substantial conformance with the license agreement annexed; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the County Executive be and hereby is authorized to execute an intermunicipal agreement with the Village of Patchogue for the use of a portion of the Property, in accordance with the terms and conditions of this resolution and in substantial conformance with the form Intermunicipal Agreement annexed; and be it further

**3<sup>rd</sup>** **RESOLVED**, that this resolution constitutes a Type II action pursuant to 6 NYCRR §§ 617.5(c)(20) and (27), in that the resolution pertains to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; since this resolution is a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED: October 9, 2012

APPROVED BY:



County Executive of Suffolk County

Date: 10.12.2012

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**INTERMUNICIPAL AGREEMENT**

between

**COUNTY OF SUFFOLK**

**and**

**VILLAGE OF PATCHOGUE**

**For**

**LEASE OF PROPERTY**

Date for Reference Purposes: October \_\_\_\_\_, 2012

Premises located at the corner of West Main Street and County Road 19, Patchogue NY

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## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT** ("Agreement"), made as of \_\_\_\_\_, 2012 by and between 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, and the

**VILLAGE OF PATCHOGUE** ("**Village**"), a municipal corporation organized under the State of New York, located at 14 Baker Street, P.O. Box 719, Patchogue, New York 11772.

**WHEREAS**, the County is the owner in fee simple absolute of property known as 150 West Main Street, Patchogue, New York 11772, designated on the Suffolk County Tax Map as No. 204-09-06-043.001 ("**Property**"); and

**WHEREAS**, the Village is the owner of the Carnegie Library which is presently located on the Property pursuant to a permit issued by the County and approved under Suffolk County Resolution Number 672-2012; and

**WHEREAS**, the Village and the County are currently working on an agreement to permanently transfer the Carnegie Library to a different portion of the Property; and

**WHEREAS**, such an agreement will take time to finalize as the portion of the Property that will be sited as the permanent location must be subdivided, involving the input of several governmental agencies; and

**WHEREAS**, the Village wishes to move the Carnegie Library to its final destination before the winter season in order to protect the health and safety of the residents of the Village; and

**WHEREAS**, in order to accomplish this goal, a foundation must be laid down on the portion of the Property that will be the final destination for the library; and

**WHEREAS**, the County and the Village are in agreement as to where the library should be permanently located; and

**WHEREAS**, construction of the foundation for the library and relocation of the library will be accomplished without any cost or expense to the County; and

**WHEREAS**, the Village will take all necessary precautions and actions to safeguard and protect the Carnegie Library, as well as its surrounding area at the Property, until an agreement regarding the transfer of the site to the Village is finalized.

**NOW, THEREFORE**, in consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

*WITNESSETH, THAT:*

### **Section 1. Description**

*Section 1.01* The County hereby agrees to lease to the Village a vacant portion of the Property, highlighted on the attached **Exhibit A**, incorporated herein by reference, together with any permanent installations constructed and installed or to be constructed and installed therein, thereon, or thereunder in accordance with this Agreement (as more fully described in the "Carnegie Library Plans" attached hereto as **Exhibit B** and incorporated herein by

reference), and the rights and privileges granted to the Village hereunder, which are collectively referred to as the "Premises."

## Section 2. Purpose and Definitions

*Section 2.01* The parties acknowledge that the County is a municipal corporation and is entering into and executing this Agreement by virtue of the authority of Suffolk County Resolution No. \_\_\_\_\_ - 2012, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that the Village has examined the Resolution and is fully aware of its intended purpose. The Village acknowledges and agrees to use the Premises as specified in the Resolution for relocation of and construction of a foundation for the Carnegie Library.

*Section 2.02* The Village shall commit no act of waste and shall not use, occupy, maintain, or operate the Premises or the Property in any manner or suffer or permit the Premises or Property or any part thereof to be used in any manner, or do or suffer or permit anything to be done in the Premises or Property, or bring anything into the Premises or Property or suffer or permit anything to be brought into the Premises or Property, which would in any way do any of the following: (a) violate any "Legal Requirements," "Insurance Requirements" (as such terms are hereinafter defined), or Environmental Laws, as referenced in Section 12 below; (b) make void or voidable any insurance policy then in force with respect to the Premises or Property; (c) make unobtainable from insurance companies authorized to do business in the State of New York, any fire or other casualty insurance with extended coverage, or rental, liability, or other insurance provided for in the Agreement; (d) cause physical damage to the Premises or Property, or any part thereof; (e) constitute a public or private nuisance; (f) substantially impair the appearance or character of the Premises or Property; (g) discharge or cause the discharge of objectionable substances, fumes, vapors or odors from the Premises or Property not otherwise in compliance with Legal Requirements, Insurance Requirements, or Environmental Laws; (h) unreasonably interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Premises or Property; (i) unreasonably interfere with the District Court operations conducted on the Property; or (j) violate any term, covenant, or condition of this Agreement.

For the purposes of this Agreement, the term "Legal Requirements" means laws, statutes, and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives, and requirements of all federal, state, county, city, and departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Premises or Property or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

For the purposes of this Lease, the term "Insurance Requirements" means the rules, regulations, orders and other requirements of any insurance rating or regulatory organization having jurisdiction of, and which are applicable to the Premises or Property and of any liability, casualty, or other insurance policy which either the Village or the County is required hereunder to maintain or may maintain hereunder.

*Section 2.03* If any governmental license or permit shall be required for the proper and lawful construction and/or conduct of the Village with respect to in the Premises or any part thereof, then the Village, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to the County for inspection. The Village shall, at all times, comply with the terms and conditions of each such license or permit, but in no event shall failure to procure and maintain same by the Village affect the Village's obligations hereunder. The Village shall not use or occupy the Premises, or suffer or permit anyone to use or occupy the Premises, in violation of any license or permit issued for the Premises.

## Section 3. Term

*Section 3.01* The term of this Agreement (the "Term") shall commence upon final execution of the signature page by all parties (the "Commencement Date"). Subject to Section 3.03 below, the Term shall expire at 5:00

p.m. on February 8, 2013, or on such earlier date that this Agreement may terminate as provided for herein; provided, however, that if such date does not fall on a Business Day as that term is defined below, then this Agreement shall end on the next Business Day.

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

*Section 3.02* This Agreement shall immediately terminate upon the transfer of all right title and interest in the Premises to the Village or upon the execution of a long term lease with the Village for the Premises ("Final Transfer").

*Section 3.03* Provided the Village is not in default of any of the terms of this Agreement, and in the event there has been no Final Transfer to the Village, the Village may request up to three (3) extensions of this Agreement, each for a period of three (3) additional months, commencing immediately upon the expiration of the preceding term. Said options may be exercised by the Village notifying the Department, in writing (e-mail is acceptable at \_\_\_\_\_@suffolkcountyny.gov), no less than ten (10) calendar days prior to the expiration of the term of its desire to exercise the option. The option may be rejected at the sole discretion of the Commissioner of the Department. All of the terms and conditions of this Agreement shall apply for each option approved. If the Village fails to notify the Department of its intent to extend the term of this Agreement in accordance herewith, the Agreement shall thereupon expire at the end of the preceding term. The County shall be under no obligation to send any notice to the Village regarding the Village's obligation to notify the County of its intent to exercise an option.

#### **Section 4. Consideration**

*Section 4.01* The Village agrees to provide in-kind consideration in the form of surveying and subdividing the Property in anticipation of the Premises being transferred to the Village, preparing plans and design for the relocation of the Carnegie Library to the Premises, constructing a foundation on the Premises for the Carnegie Library, and relocating the Carnegie Library to the Premises. In addition, the Village shall provide a security plan (including fencing, locks, etc.) for the Premises.

*Section 4.02* Any miscellaneous sums, charges, fees, expenses, or amounts (Miscellaneous Amounts) to be paid by the Village pursuant to the provisions of this Agreement or pursuant to any applicable law, rule or regulation, shall be payable by the Village to the County within thirty (30) days after the County gives the Village written notice that such payment is due.

*Section 4.03* The Village agrees that, in the event the Agreement is terminated or expires, the Village's obligation to pay any Miscellaneous Amounts due the County, through the date of termination or expiration shall survive such termination or expiration of the Agreement and shall remain in full force and effect until the Miscellaneous Amounts are paid. The Village hereby specifically acknowledges that neither the survival of the obligation with respect to any such amounts nor any other provision of the Agreement shall grant or shall be deemed to grant any rights whatsoever to the Village to have the term of the Agreement extended for any period beyond the end of the term as provided in Section 3, or affect in any way the County's right to terminate the Agreement under Section 20 hereof.

*Section 4.04* Should the Village neglect to pay any charges for services supplied by the County (if any) when the same become due and payable, then the amount of said charges shall be payable by the Village to the County within thirty (30) days after the County gives the Village written notice that such payment is due.

*Section 4.05* The Village shall pay any taxes, assessments, or Payments In Lieu of Taxes ("PILOTS") which may be lawfully levied against the Village's occupancy or use of the Premises or any improvements placed thereon. Should any governmental authority require that a tax, assessment or PILOT be paid by the Village but

collected by the County, for and on behalf of said government authority, and from time to time forwarded by the County to such governmental authority, the same shall be paid by the Village to the County when billed.

*Section 4.06* The Village shall pay Miscellaneous Amounts without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to the County at the County's Yaphank address set forth herein or at such other place as the County may designate in writing, in lawful currency of the United States of America. All remittances shall be made payable to "**Suffolk County Treasurer's Office.**"

*Section 4.07* Upon the termination or expiration of this Agreement, the Village shall remain liable to the Commissioner of the Department and the County for all fees and sums due and owing from the Village under this Agreement.

## **Section 5. Construction by the Village**

*Section 5.01* The Village shall:

- A. Prepare plans in compliance with New York State Building Code for the relocation of and construction of foundation for the Carnegie Library on the Premises in accordance with this Agreement, which plans shall be subject to the written approval of the Department (the "Interim Site Plans and Specifications");
- B. Reserve the right to submit proposals for changes to the Interim Site Plans and Specifications to the Department for its prior written approval;
- C. Undertake whatever steps as are necessary to subdivide the Property to obtain a separate lot designation for the Premises;
- D. Undertake all steps necessary, as lead agency, to have a final determination rendered under the State Environmental Quality Review Act ("SEORA");
- E. Perform and complete the design, construction, and installation of the foundation for and relocation of the Carnegie Library in accordance with the Proposed Construction Schedule attached hereto as **Exhibit C** and incorporated herein by reference;
- F. Upon removal of the Carnegie Library from its current location on the Property, restore the Property to its same condition immediately prior to the commencement of the Approved Activities, as that term is defined in the Property Use Permit executed on August 7, 2012 by the Village and the County, a copy of which is annexed hereto as Exhibit F and made a part hereof, to the satisfaction of the Commissioner of the Department. The Village shall also clean up and remove all debris and materials generated pursuant to the Approved Activities on the Property at the Village's sole cost, expense, liability, and risk. In the event the Village fails to restore the Property to its same condition prior to the commencement of the Approved Activities, the County may use the Performance Bond provided for in Section 8 below to pay the costs associated with any actions taken by the County pursuant to this Section.
- G. Proceed expeditiously and with all commercially reasonable diligence to perform, at its own cost and expense, the construction of the foundation for and relocation of the Carnegie Library, in accordance with the Interim Site Plans and Specifications approved by the County ("Final Approved Plans") and the Proposed Construction Schedule;
- H. Erect the Carnegie Library wholly within the boundary lines of the Premises where it shall be and become a part of the Property under this Agreement, and take all necessary precautions and actions to safeguard and protect, pursuant to a security plan, the Carnegie Library and Premises; and
- I. Coordinate the move of the library and construction of the foundation with the operations of the District Court and use reasonable efforts to cause minimal amount of interference with the normal business operations of the District Court located on the Property.

Section 5.01A through I above, inclusive, shall be collectively referred to herein as the "Construction Work."

*Section 5.02* Upon the request of the Commissioner of the Department, the Village shall permit the County to relocate the all bus stops currently located at or abutting the southside of the Property to a lot owned by the Village north of the Long Island Rail Road and east of West Avenue, south of Sephton Street, Patchogue, New York.

*Section 5.03* In addition to any applicable local building requirements, the Interim Site Plans and Specifications shall be submitted by the Village to the County for its approval and the County may refuse to grant approval if, in its opinion, any of the proposed Construction Work as set forth in said Interim Site Plans and Specifications (all of which shall be in such detail as may reasonably permit the County to make a determination as to whether the requirements referred to in this Agreement are met) would (i) unreasonably interfere with the operations of the District Court located on the Property; (ii) not provide adequate circulation arteries for vehicular and pedestrian traffic and firefighting equipment; (iii) would not comply with requirements of the Suffolk County Department of Public Works, the Suffolk County Department of Health Services or other Legal Requirements; (iv) would not substantially comply with the Interim Site Plans and Specifications; or (v) would be structurally unsound, unsafe, hazardous, or improper.

*Section 5.04* In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises or Property by reason of the Village's acts or omissions or because of a claim against the Village, the Village shall cause the same to be cancelled or discharged of record by bond or otherwise within thirty (30) days after notice from the County of the filing thereof and the Village shall indemnify and save the County harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If the Village shall fail to cancel or discharge said lien or liens within said 30-day period, the County may cancel or discharge the same and upon the County's demand, the Village shall reimburse the County for the costs or expenses thereof, within thirty (30) days after receipt of an invoice therefore. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the consent or request of the County, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises and/or Property or any part thereof, nor as giving the Village any right, power or authority to contract for or permit the rendering of such services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or Property or any part thereof and the Village.

*Section 5.05* All the Construction Work shall be done in accordance with the following terms and conditions:

- a. The Village hereby assumes the risk of loss or damage to all of the Construction Work prior to the completion thereof and the risk of loss or damage to all property of the County arising out of or in connection with the performance of the Construction Work. In the event of any such loss or damage, the Village shall forthwith repair, replace and make good the Construction Work and the property of the County without cost or expense to the County. The Village shall itself, and shall also require its contractors, agents and servants to indemnify and hold harmless the County, its officers, officials, contractors, agents, employees and other persons ("County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, arising or alleged to arise out of, directly or indirectly, the performance of the Construction Work and for all expenses, (whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Agreement) incurred by it and by them in the defense, settlement, or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage (to include reasonable attorneys' and other professional fees) direct or consequential, whether they arise out of or from the acts or omissions of the Village or its contractors, agents or servants, of any contractors of the Village, of the County or of third persons, or from acts of God or of the public enemy, or otherwise excepting only claims and demands which result solely from willful acts done by the County Indemnified Parties

subsequent to the commencement of the Construction Work.

- b. All Construction Work shall be done substantially and materially in accordance with the Interim Site Plans and Specifications, which shall have been submitted to and approved by the Department prior to the commencement of the Construction Work, and until such approval has been obtained, the Village shall continue to resubmit plans and specifications as required. Upon approval of such plans and specifications Village shall proceed diligently at its sole cost and expense to perform the Construction Work. All the Construction Work, including workmanship and materials, shall be of first class quality and be performed in good and workmanlike manner. The Village shall re-do, replace or reconstruct at its own cost and expense, any of the Construction Work not done in accordance with the Final Approved Plans, the provisions of this Section or any further requirements of the County made in accordance with this Agreement, so long as the County has advised the Village that the work was not done in accordance with the Final Approved Plans within sixty (60) days of the Village's certification to the County of the substantial completion of the Construction Work or any phase thereof.
- c. The Village agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof notwithstanding the same having been approved by the County and notwithstanding the incorporation therein of the County's recommendations or requirements. Notwithstanding any approval by the County of the contracts to be entered into by the Village or the incorporation therein of any requirements or recommendations of the County, and notwithstanding any rights the County may have reserved to itself hereunder, the County shall have no liabilities or obligations of any kind to any contractors engaged by the Village or for any other matter in connection therewith and the Village hereby releases and discharges the County, its officers, officials, agents, servants, and employees of and from any and all liability, claims, for damages or losses of any kind, whether legal or equitable, including reasonable attorneys' fees and other professional fees, or from any action or cause of action arising or alleged to arise out of the performance of any of the Construction Work pursuant to the contracts between the Village and its contractors. Any warranties contained in any construction contracts entered into by the Village for the performance of the Construction Work hereunder shall be for the benefit of the County as well as the Village.
- d. No Construction Work shall be performed until SEQRA has been completed and the County's Council on Environmental Quality (CEQ) has approved same.
- e. The Village, its contractors or agents may enter and exit the Property, with all necessary equipment, to conduct the Construction Work on the Premises. There shall be no use of the Property except in accordance with the directions of the Department. The Village hereby agrees to use reasonable efforts in connection with its access of the Property to cause a minimal amount of interference with and disruption to the normal business operations of the District Court located on the Property, the County Bus Route located on the Property, and the surrounding streets and visiting public. The Village shall take all measures necessary not to impede the public's access to the bus shelters and bus stops located on the Property and on the surrounding streets as a result of such relocation, and shall cooperate fully with the Department with respect to any relocation of the bus shelters. The Village shall provide the County with an advance schedule of the dates and times when the Construction Work will be performed.
- f. The County shall have the right, but not the obligation, through its duly designated representatives, to inspect the Construction Work and the plans and specifications thereof, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the Construction Work.

However, the taking of samples and testing shall be conducted so as to minimize interference with the Construction Work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the samples and or tests. In the event that any such inspection, sample or test reveals a discrepancy, the County shall inform the Village in writing thereof within fifteen (15) days and the Village shall immediately take steps to investigate and perform any required remediation.

- g. The Village shall furnish the County with test reports and/or certifications which may be required to determine whether the Construction Work meets or exceeds the design standards.
- h. The Village agrees that it shall deliver to the County a complete set of final "hard-copy" as-built construction drawings (capable of being reproduced) of the Construction Work and shall during the Term of this Agreement keep said drawings reasonably current showing thereon any changes or modifications which may be made.
- i. The Village shall pay or cause to be paid all claims lawfully made against it by its contractors, subcontractors, tradespersons and workers, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Construction Work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them; provided, however, that nothing herein contained shall be construed to limit the right of the Village to contest any claim of a contractor, subcontractor, tradespersons, workman, or other person and no such claim shall be considered to be an obligation of the Village within the meaning of this Section unless and until the same shall have been finally adjudicated. The Village shall use its best efforts to resolve any such claims and shall keep the County fully informed of its actions with respect thereto.
- j. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor, or any other person engaged by the Village or any of its contractors in the performance of any part of the Construction Work, any right of action or claim against the County, its officers, agents and employees with respect to any work any of them may do in connection with the Construction Work.
- k. Nothing contained herein shall create or be deemed to create any relationship between the County and any such contractor, architect, supplier, subcontractor, or any other person engaged by the Village or any of its contractors in the performance of any part of the Construction Work and the County shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the Construction Work.
- l. When the Construction Work is substantially completed, the Village shall advise the County to such effect.
- m. The Construction Work shall be conducted in such a manner that there will be at all times a commercially reasonably defined minimum of air pollution, water pollution, or any other type of pollution and a minimum of noise emanating from or arising out of or resulting from the operations of the Village.
- n. The Village acknowledges and agrees to comply, and to require its contractors to comply, with applicable prevailing wage requirements under Section 220 of the Labor Law for the Construction Work.

- o. The County shall not be required to perform any work or furnish any materials or funding in connection with the Premises, nor shall the County be obligated to provide any services to the Village.

## **Section 6. Other Construction by Village**

*Section 6.01* Except as otherwise expressly provided herein, the Village shall not erect any structures, make any exterior improvements, do any Construction Work on the Premises, or install any fixtures without the prior written approval of the Department. In the event any construction, improvement, alteration, modification, addition, repair, or replacement is made without such approval, then upon reasonable notice to do so, the Village shall remove the same or, at the option of the Department, cause the same to be changed to the satisfaction of the Department. In case of any failure on the part of the Village to comply with such notice, the Department may affect the removal or change and the Village shall pay the cost thereof to the County.

## **Section 7. Care, Maintenance, and Repair**

*Section 7.01* The Village represents and warrants that it has examined the property described in **Exhibit A** and has conducted such tests as it deems necessary or appropriate, at its cost and expense, and that it is fully familiar with the physical condition of said Premises or Property. The County makes no representation or warranty with respect to the condition or state of the Premises or Property or its fitness or availability for any particular use or purpose, and the County shall not be liable for any latent or patent defect thereon. The Village agrees to accept the Premises in "as is" condition, and acknowledges that this Agreement is for use of the Premises in its present physical condition.

*Section 7.02* The Village shall at its own expense at all times keep the Premises and all the Village's fixtures, equipment, landscaping, grass areas, and personal property in a clean and orderly condition and appearance. If the Village fails to maintain the Premises in a clean and orderly condition, the County may do so and the cost thereof shall be charged to the Village.

*Section 7.03* The Village shall, at its own expense, repair, repaint, replace or rebuild all or any part of the Premises or Property or any of the County's fixtures, equipment and personal property which are located in or on any part thereof which are damaged or destroyed by the acts or omissions of the Village or by those of its officers, agents, employees, servants, contractors, or other persons associated with the Village.

*Section 7.04* The Village shall provide a snow removal plan for approval by the Department prior to the start of the snow season. Once approved by the Department, the Village shall perform all snow removal for the Premises in accordance with the Final Approved Plans.

*Section 7.05* The Village shall repair any damage to the paving or other surfaces of the Premises or Property caused by the Village, the Village's officers, employees, contractors, subcontractors, or agents, or otherwise resulting from the Village's use of the Premises or Property.

*Section 7.06* It is understood that the Village waives any right to subrogation against the County for loss or destruction to the fixtures, equipment, or other personal property of the Village.

*Section 7.07* The County shall not be obligated to maintain insurance for loss from fire or other peril causing damage or destruction to the Premises or to rebuild in the event of a partial or complete loss at the Premises.

*Section 7.08* The Village hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of interference by any public agency or official in the operation of the Agreement; any such interference shall not relieve the Village from any obligations hereunder.

*Section 7.09* In no event shall the County be liable in any way, regardless of the form in which any legal or

equitable action may be brought (whether in tort, contract, strict liability or otherwise), for any loss of use, interruption of business, lost profits, sales, data or goodwill, or any indirect, punitive or consequential damages whatsoever, however caused, even if the County has been advised of the possibility of such loss or damage and regardless of whether these limitations cause any remedy to fail its essential purpose. The limitations of liability herein are material conditions to the County entering into this Agreement and shall survive the termination or expiration of this Agreement.

### **Section 8. Title to Improvements and Performance Bond**

*Section 8.01* During the Term of this Agreement, the Carnegie Library structure located upon the Premises shall be, as between the County and the Village, the personal property of the Village. In the event of the expiration or termination of this Agreement, other than one resulting from the Final Transfer to the Village, the County shall provide written notice to the Village (i) indicating its intent to retain the structure, or (ii) demanding that the structure be removed from the Property or the Premises.

- a. In the event the County elects to retain the structure, the Village's right, title and interest in the Carnegie Library structure then located on the Property or the Premises shall, without compensation to the Village, vest in the County free and clear of all encumbrances.
- b. In the event the County demands that the structure be removed from the Property or the Premises, the Village agrees to remove the structure and the Village shall restore the Property or the Premises, as the case may be, as set forth at Section 5.01 (F) above if the structure is on the Property, and if the structure is on the Premises, the Village shall restore the Premises to its same condition immediately prior to the Village's commencement of Construction Work.

*Section 8.02* Nothing contained in this Agreement shall be deemed to require the County to succeed to any of the Village's contractual interests pertaining to the Premises or operations conducted therefrom nor shall the County become obligated or liable in any respect thereto, except as selected by the County.

*Section 8.03* Personal property owned by the Village may be removed at any time prior to the expiration or termination of the Term. If, upon expiration or earlier termination of this Agreement, the Village shall not have removed such personal property from the Premises, then such personal property shall be deemed abandoned and the County may retain the same as its property, or dispose of the same without accountability in any manner as the County may see fit. If any such property is sold, the County may receive and retain the proceeds of such sale. The Village shall have no recourse against the County or the Department, or any of the County's officials, officers, employees, agents, or servants in any action in law or equity regarding such property.

### **Section 9. Insurance**

*Section 9.01* The Village shall procure and continuously maintain, without interruption, during the Term of this Agreement, insurance in amounts and types specified by the County. The Village further agrees to require its contractors and subcontractors in connection with the Construction Work or any other work performed on behalf of the Village related to this Agreement, to procure, pay the entire premium for, and maintain throughout the Term of this Agreement, insurance in amounts and types equal to that specified by the County for the Village. Unless otherwise specified by the County and agreed to by the Village in writing, such insurance shall be as follows:

- i. 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. The County of Suffolk shall be named an additional insured.

ii. **AUTOMOBILE LIABILITY INSURANCE**, (if any vehicles are used by the Village in the performance of this Agreement including owned, non-owned, and hired cars) in an amount not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.

iii. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**, in compliance with all applicable New York State laws and regulations and **DISABILITY BENEFITS INSURANCE**, if required by law. The Village shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Village shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)**, that covers any damage arising out of the Village's performance of professional services caused by an error, omission, or negligent acts, in an amount not less than Two Million Dollars (\$2,000,000) on either a per occurrence or claims made coverage basis.

v. In the event the Village maintains a **COMPREHENSIVE GENERAL LIABILITY INSURANCE** policy form in lieu of Commercial General Liability, said policy must include all of the above requirements plus premises/operations, independent contractors, contractual, and broad form property damage.

*Section 9.02* All policies providing such coverage shall be issued by insurance companies with an A.M. best rating of A- or better. All insurance shall be obtained from companies licensed to do business in the State of New York. All policies of insurance shall expressly provide that the County shall have no liability for premiums.

*Section 9.03* The Village shall furnish to the County, prior to the execution of the Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Village shall furnish the County, prior to execution of the Agreement, a declaration page and insuring agreement and endorsement page evidencing the County of Suffolk's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements. Where work or services under this Agreement are performed by a third party, the Village must require the third party to provide that the County of Suffolk be named as an additional insured on all required policies, as well as require the subcontractor to provide the County with all required evidence of insurance.

*Section 9.04* 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, non-renewal, or material change in said policies. Required limits of insurance are not to be modified by deductibles that the County deems excessive without the County's written permission. All such declaration pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department and to the Suffolk County Risk Management and Benefit Division at 100 Veterans Memorial Highway, 2nd Floor, Hauppauge, New York 11788, or such other address of which the County shall have given the Village written notice.

*Section 9.05* The Village's insurers shall waive subrogation against the County, its officers, officials, members, employees, servants, contractors, and agents, and the Village shall provide the County with endorsement pages or applicable portions of the policies evidencing such waivers of subrogation.

*Section 9.06* If the Village, as a municipal corporation, has a self-insurance program under which it acts as a self-insurer for any such required coverage, it may provide self-funded coverage. Declaration pages and certificates, or other evidence of such self-insurance in lieu of insurance issued by insurance companies shall be provided prior to the commencement of this Agreement and shall continue to serve as evidence of such self-funded coverage until such time that the Village ceases to be self-insured. In the event that the Village ceases to be self-insured, the Village shall immediately comply with the provisions of subsections 9.01 through 9.05 under this Section and provide declaration pages within five (5) days of ceasing to be self-insured.

*Section 9.07* Notwithstanding the Section 2 notice provisions, in the event the Village fails to provide the declaration pages or certificates of insurance, or fails to maintain any insurance required by this Agreement, the Agreement shall immediately be deemed terminated at the County's sole option. The County may, but shall not be required to obtain such policies and charge the Village for the cost thereof.

*Section 9.08* Approval of the insurance by the County shall not relieve or decrease the liability of the Village. The Village shall assume all responsibility for the insurance requirements of any applicable contractors.

*Section 9.09* Notwithstanding the foregoing, it is specifically understood and agreed that the County shall have the right upon notice to the Village given from time to time and at any time to require the Village to increase any or all of the foregoing limits in amounts that the County may reasonably require, and the Village shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the County.

*Section 9.10* Each policy of insurance required by this Section shall contain a provision that the insurer shall not, without obtaining express advance permission from the Suffolk County Attorney, raise any defense involving in any way the jurisdiction of the court over the person of the County, the immunity of the County, its officers, agents or employees, the governmental nature of the County or the provisions of any statutes respecting suits against the County.

*Section 9.11* No Construction Work on the Premises may commence until all the required insurance has been obtained and said insurance has been approved by and filed with the Department.

## **Section 10. Fire and Casualty Damage**

*Section 10.01* During the term of this Agreement, the Village shall insure and keep insured to the extent of 100% of the replacement cost thereof, covering all risk of physical loss of or damage to the building, structures, improvements, installations, and fixtures now or in the future located on the Premises against such hazards and risks as may now or in the future be included under the standard form of fire insurance policy of the State of New York and also against damage or loss by flood, earthquake, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, under the standard form of fire insurance policy of New York and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the rating organization having jurisdiction. The County of Suffolk shall be included as an additional insured and the policy or policies shall be endorsed to include losses adjusted with and payable to the County of Suffolk.

*Section 10.02* All policies of insurance described in this Section shall (i) be written as primary policies not contributing with and not in excess of coverage that the County may carry, and (ii) expressly provide that the County shall have no liability for premiums.

*Section 10.03* In the event the Premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, the Village shall promptly notify the County of such casualty and shall thereafter furnish to the County such information and data as shall enable the parties to adjust the loss.

*Section 10.04* If the Carnegie Library structure or any other improvement made at any time to the Premises shall be damaged or destroyed by any cause whatsoever during the term of this Agreement, the Village shall,

with reasonable promptness, repair and replace the same at its own expense, to at least the condition existing immediately prior to the damage or destruction, and shall do so, even though the proceeds of any insurance policies covering the loss shall be insufficient to reimburse the Village therefore; provided, however, that if the proceeds of insurance are more than sufficient to pay the cost of the rebuilding, the Village shall be entitled to retain that surplus.

## **Section 11. Indemnification**

*Section 11.01* The Village shall protect, indemnify, and hold harmless the County Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, arising out of, directly or indirectly, the acts, errors, omissions, or negligence of the Village, its officers, officials, employees, contractors, agents, servants, or other persons arising out of or in connection with this Agreement or the use and occupancy of the Premises. The Village shall defend the County Indemnified Parties in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, errors, omissions, or negligence of the Village, its officers, officials, employees, contractors, or agents, if any, arising out of or in connection with this Agreement or the use and occupancy of the Premises.

The Village agrees not to use, suffer or permit any person to use in any manner whatsoever the Carnegie Library for any purpose during the term of the Agreement, and will protect, defend indemnify and forever save and keep harmless the County Indemnified Parties from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred as a result of such violation or breach of this limitation.

*Section 11.02* The Village shall not use, suffer or permit any person to use in any manner whatsoever the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state, or county law, ordinance, rule, order or regulation or of any rule or regulation of the County now in effect or hereinafter enacted, amended or adopted, and will protect, defend, indemnify and forever save and keep harmless County Indemnified Parties against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Village, its officers, officials, subcontractors, employees, servants, or agents in connection with this Agreement or the use and occupancy of the Premises

## **Section 12. Hazardous Substances and Waste**

*Section 12.01* The Village shall not generate, treat, release, store (except as may already exist in the Carnegie Library structure, itself), discharge, dispose of, transport, recycle, use, reuse, or handle hazardous substances or waste on the Property or the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule, or regulation including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et. seq.), Solid Waste Disposal Act, as amended (42 U.S.C. Section 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

The Village will protect, defend, indemnify and forever save and keep harmless the County Indemnified Parties from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred as a result of such violation or breach of the limitation set for in this Section.

## **Section 13. Signs**

*Section 13.01* Except with the prior written approval of the County, the Village shall not erect, maintain, or

display any advertising, signs, or similar devices at or on the Premises, which approval shall not be unreasonably withheld.

*Section 13.02* Upon demand by the County, the Village shall remove, obliterate, or paint out any and all advertising, signs, and similar devices placed by the Village on the Property or the Premises, without the prior approval of the County. In the event of a failure on the part of the Village so to remove, obliterate, or paint out each and every sign or piece of advertising and so to restore the Property and/or the Premises, the County may perform the necessary work and the Village shall pay the costs thereof to the County on demand.

#### **Section 14. Transfers**

The Village shall not, without the prior written consent of the County sell, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder; shall not permit any assignment or other such foregoing transfer of this Agreement or any interest hereunder by operation of law; shall not sublet the Premises or any part thereof; and shall not permit the use of the Premises by any persons other than the Village or its duly approved contractors.

#### **Section 15. Non-Discrimination**

Without limiting the generality of any of the provisions of this Agreement, the Village, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant: (1) that no person on the grounds of sex, race, color, creed, age, disability, sexual preference, Vietnam veteran status, marital status, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in connection with Agreement; and (2) that in the construction of any improvement on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, age, disability, sexual preference, Vietnam veteran status, marital status, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

#### **Section 16. Governmental Requirements**

*Section 16.01* The Village shall procure all licenses, certificates, permits, or other authorization from all governmental authorities, if any, having jurisdiction over the Village's operations at the Premises which may be necessary for the Village's construction and/or operations, including, but not limited to, the Town of Brookhaven.

*Section 16.02* The Village shall comply with applicable enactments, ordinances, resolutions, and regulations of local and Federal governmental authorities and of their various departments, boards, and bureaus in regard to the Construction Work and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the County were a private corporation. The Village shall deliver to the County promptly after receipt of any notice, warning, summons or other legal process for the enforcement of any of the foregoing, a true copy of the same.

*Section 16.03* The Village shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Village's operations at the Premises and the Village shall, in accordance with and subject to the provisions of Section 5 hereof, make any and all structural and non-structural improvements, alterations or repairs of the Premises that may be required at any time hereafter by any such present or future law, rules, regulations, requirement, order or direction.

*Section 16.04* The Village shall comply with all applicable federal, state, county, and local laws, statutes, regulations, ordinances, codes, requirements, and directives of the Department of whatever nature with respect to the performance of the Construction Work, including, but not limited to, health laws, health department regulations, and Suffolk County policies in effect on the date of the execution of this Agreement, and as may be

adopted or amended from time to time thereafter. The Village shall be responsible for resolving any and all governmental violations, objections and/or disputes concerning the Construction Work to be performed pursuant to this Agreement, including any and all costs associated with such violations, objections and/or disputes, including attorney's fees.

### **Section 17. Rights of Entry Reserved**

*Section 17.01* The County, by its officers, employees, agents, representatives, and contractors shall have the right upon reasonable notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by the Village of its obligations under this Agreement and for the doing of any act or thing which the County may be obligated or have the right to do under this Agreement, or otherwise. In the event of a question of a contractor's authority, the Village shall contact the County. The County may access the Premises at any time to gain access to catch basins, drainage systems, and/or any other underground systems located on the Property or Premises that require servicing during the Term of this Agreement.

*Section 17.02* Without limiting the generality of the foregoing, the County by its officers, employees, agents, representatives, and contractors and by the employees, agents, representatives and contractors of any furnisher of utility services in the vicinity, shall have the right, for its own benefit, for the benefit of the Village, or for the benefit of others than the Village at the Premises, to maintain existing and future utilities systems or portions thereof on the Premises, including therein, without limitation thereto, systems for the supply of heat, water, gas, fuel, and electricity and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph, and telephone services, including all lines, pipes, mains, wires, conduits and equipment connected with or to such systems, and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the County, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Premises new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment; provided, however, that in the exercise of such rights of repair, alteration or new construction the County shall not unreasonably interfere with the use and occupancy of the Premises by the Village.

*Section 17.03* The exercise of any or all of the foregoing rights by the County or others shall not be or shall not be construed to give rise to any claim or demand for damages, consequential or otherwise.

*Section 17.04* Nothing in this Section shall impose or shall be construed to impose upon the County any obligation to construct or maintain, or to make repairs, replacements, alterations or additions, nor shall it create any liability for any failure so to do.

*Section 17.05* The County may access the Premises at any time in the event of an emergency or other condition involving loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Commissioner of the Department.

### **Section 18. Additional Fees and Charges**

If the County is required or elects to pay any sum or sums, or incurs any obligations or expense by reason of the failure, neglect or refusal of the Village to perform or fulfill any one or more of the conditions or obligations contained in this Agreement, or as a result of an act or omission of the Village contrary to the conditions and/or obligations, the Village agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties upon demand by the County.

### **Section 19. Quiet Enjoyment**

The County covenants that if and so long as the Village fully and faithfully performs the material covenants hereof, the Village shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the provisions of this Agreement.

## **Section 20. Expiration/Termination/Default Remedies and Damages**

*Section 20.01* This Agreement shall expire at the end of the Term hereof and the Village shall have no further right or interest in the Premises except as specifically provided in this Agreement.

*Section 20.02* Except as otherwise provided herein, upon the occurrence of any of the following events ("Event of Default"), or at any time thereafter during the continuance thereof, or during the Term of this Agreement, in addition to any other remedy available to the County at law or in equity, the County may terminate the rights of the Village under this Agreement upon thirty (30) days written notice ("Notice of Termination"), such termination to be effective upon the date specified ("Termination Date") in the Notice of Termination in the event the Village has not cured the Event of Default by the Termination Date:

- a. The Village fails to comply with, perform, or observe any provision set forth in this Agreement within thirty (30) days after receipt of a notice of Event of Default from the County; or
- b. The interest of the Village under this Agreement is transferred to, passed to or devolved upon, by operation of law or otherwise, any other person, firm or corporation without the advance consent of the County; or
- c. The Village voluntarily abandons or deserts the Premises or discontinues its operations at the Premises for a period of at least fifteen (15) continuous days, or, after exhausting or abandoning any right of further appeal, the Village is prevented for a period of thirty (30) days by action of any governmental agency having jurisdiction thereof, from conducting its operations at the Premises, regardless of the fault of the Village; or
- d. Any lien is filed against the Premises or the Property because of any act or omission of the Village and is not removed within sixty (60) days after notice to the Village thereof, or if removal of the lien cannot be accomplished within sixty (60) day period, or if the Village fails to take steps to challenge said lien within such sixty (60) day period.

*Section 20.03* Notwithstanding section 20.02 above, the County may terminate this Agreement based upon the following: An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Commissioner of the Department. In such event, the County may immediately terminate this Agreement upon one (1) day written notice, in the sole discretion of the Commissioner of the Department, and no notice of Event of Default or Notice of Termination shall be required. Failure to comply with health and fire safety standards shall also be governed by this subparagraph.

*Section 20.04* No acceptance by the County of charges or other payments in whole or in part for any period or periods after a default of any of the terms, agreements and conditions hereof to be performed, kept or observed by the Village shall be deemed a waiver of any right on the part of the County to terminate this Agreement unless the County shall agree in writing with the Village that the Event(s) of Default has been cured by the Village in all respects.

*Section 20.05* No waiver by the County of any default on the part of the Village in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by the Village shall be or be construed to be a waiver by the County of any other or subsequent default in performance of any of the valid terms, agreements and conditions.

*Section 20.06* The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the County would have at law or in equity upon any breach of this Agreement by the Village, and the exercise by the County of any right of

termination shall be without prejudice to any other such rights and remedies.

*Section 20.07* By Notice of Termination to the Village, the County shall have the right to terminate this Agreement as of the Termination Date set forth in the Notice of Termination, which date shall not be less than fifteen (15) days thereafter and, in such case, the Village's rights shall end absolutely as of the Termination Date as fully and completely and with the same force and effect as if the Agreement expired; and this Agreement shall also terminate in all respects except for the Village's liabilities arising prior to, out of, or following the Event(s) of Default and the ensuing termination. In no circumstances shall the Village be entitled to recover compensation from the County for the amortized value of the improvements.

*Section 20.08* Except as otherwise specifically provided in this Agreement, following the Termination Date specified in the Notice of Termination (as well as upon any other termination of this Agreement by expiration of the Term or otherwise), the County immediately shall have the right to recover possession of the Premises; and to that end, the County may enter the Premises and take possession without the necessity of giving the Village any notice to quit or any other further notice, with or without legal process or proceedings, and in so doing the County may remove the Village's property (including any improvements or additions to the Premises which the Village made, unless made with the County's consent which expressly permitted the Village to not remove the same upon expiration of the Term), and make disposition thereof in such manner as the County may deem to be commercially reasonable under the circumstances. The Village waives the right of due process.

*Section 20.09* Unless and until the County shall have terminated this Agreement, both parties shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Agreement throughout the remainder of the Term to the early termination date; and, in addition, the Village shall pay to the County, upon demand, the total sum of all costs, losses, damages and expenses, including reasonable fees, as the County incurs, directly or indirectly, because of any Event of Default having occurred.

*Section 20.10* Failure by either party to exercise any right of remedy in respect of any breach of any covenant or condition herein contained shall not constitute a waiver or relinquishment for the future of that party's right to have any such covenant or condition duly performed or observed by the other party, or of either party's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of that party in respect of such breach or any subsequent breach. The County's receipt and acceptance of any payment from the Village which is tendered not in conformity with the provisions of this Agreement or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of the County to recover any payments then owing by the Village which are not paid in full, or act as a bar to the termination of this Agreement and the recovery of the Premises because of the Village's previous default.

## **Section 21. Surrender/Damages**

*Section 21.01* In the event this Agreement expires or terminates, and a Final Transfer has not taken place, the County may, as set forth in Section 8.01 above, in its sole discretion, demand that the Village remove the Carnegie Library from the Premises and restore the Premises to its same condition prior to commencement of the Construction Work. If the Village fails to relocate the Carnegie Library within ninety (90) days of its receipt of the County's demand, the Village shall be deemed to have abandoned the Carnegie Library, with all right, title and interest in the Carnegie Library vesting in the County. Upon such abandonment, the County may, in its sole discretion, determine what to do with the Carnegie Library.

*Section 21.02* It is acknowledged by the Village that its failure to relocate the Carnegie Library will cause the County to incur substantial economic damages. Accordingly, the Village agrees to promptly pay the County upon demand all actual costs incurred arising out of and in connection with any remedy exercised under Section 21.01 above.

## **Section 22. Notices**

*Section 22.01* Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, by nationally recognized overnight courier, or personally delivered during business hours as follows: 1.) to the Village at the address on page 1 of the Agreement and 2.) to the Department and the County at the Yaphank address on page 1 of the Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Village relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100 (Sixth Floor), Hauppauge, New York, 11788-0099. Notice shall be deemed to have been duly given (1) if delivered personally, upon delivery thereof on a Business Day or if not a Business Day, then the next succeeding Business Day, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal, and (3) if mailed by first class mail and certified mail, upon the seventh Business Day after the mailing thereof.

*Section 22.02* Any notice by either party to the other with respect to the commencement of any law suit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

## **Section 23. Broker**

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

## **Section 24. Paragraph Headings**

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

## **Section 25. Waiver of Jury Trial**

The County and the Village hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the County and the Village, the Village's use or occupancy of the Premises, any claim of injury or damage, or any statutory remedy.

## **Section 26. Arrears or Default**

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

## **Section 27. Representations and Warranties of Village**

The Village warrants that the execution and delivery of this Agreement was duly authorized by all necessary action of the Village, none of which action has been rescinded or otherwise modified. The Village has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This

Agreement is a legal, valid, and binding obligation of the Village, enforceable against the Village in accordance with its terms.

**Section 28. 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 Village or to constitute the Village or the Village's employees as agents or employees of the County.

**Section 29. Independent Contractor**

It is expressly agreed that the Village's status hereunder is that of an independent contractor/non-employee. Neither the Village nor any person authorized by the Village to perform work under this Agreement shall be considered employees of the County for any purpose. The Village, its employees, agents, or servants shall not, by reason hereof, make any claims, demands or application for or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership for credit as officers, employees or agents of the County.

**Section 30. County Representatives**

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

**Section 31. No Credit**

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

**Section 32. No Implied Waiver**

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

**Section 33. Certification**

The parties to this Agreement hereby certify that, other than the funds provided in this 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 Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**Section 34. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 353, as more fully set forth in Exhibit D entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Premises at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Premises as applicable 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 Premises during such working hours.

**Section 35. Chemicals, Fungicides, Herbicides and Pesticides**

*Section 35.01* All chemicals, fungicides, herbicides and pesticides (if any) applied to the Premises shall be approved by the Commissioner of the Department of prior to use. The Village shall comply with Suffolk County Code Chapter 647 (Pest Control) and any other applicable federal, state, and local laws. The Village shall apply for any necessary exemptions from Suffolk County Code Chapter 647. All notice and reporting requirements shall be adhered to.

*Section 35.02* The Village shall comply with all federal, state and local laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

Suffolk County Code Chapter 647 (Pest Control) and any other County policies relating to pesticides.

**Section 36. Suffolk County Legislative Requirements**

The Parties agree to be bound by the terms of the "Suffolk County Legislative Requirements," annexed hereto as **Exhibit D**, and made a part hereof.

**Section 37. Governing Law**

*Section 37.01* This Agreement 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 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 37.02* Notwithstanding anything herein contained to the contrary, any summary proceedings against the Village may be instituted in accordance with Article 7 of the New York Real Property Actions and Proceedings Law.

**Section 38. Severability**

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

**Section 39. Entire Agreement**

*Section 39.01* This Agreement consists of the following: Sections 1 through 42 inclusive. The foregoing constitutes the entire agreement of the parties on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed by the County and the Village.

*Section 39.02* The Village agrees that no representations or warranties shall be binding upon the County unless expressed in writing, in this Agreement.

Section 39.03 References contained herein to Sections and Exhibits shall be deemed to be references to the Sections and Exhibits of and to this Agreement unless specified to the contrary.

**Section 40. Cooperation On Claims**

The Village agrees to render diligently to the County any and all reasonable cooperation, without compensation, that may be required to defend the County against any claims, demands, or actions that may be brought against the County in connection with the Village's use of the Premises.

**Section 41. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of the County and the Village. No third party shall be deemed a beneficiary of this Agreement and no third party shall have the right to make any claim or assert any right under this Agreement.

**Section 42. Conflicts of Interest**

Section 42.01 The Village agrees that it will not during the term of this Agreement knowingly engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.

Section 42.02 The Village is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue throughout the term of this Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

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

**VILLAGE OF PATCHOGUE**

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_  
Name: PAUL PONTIERI  
Title: Mayor

By: \_\_\_\_\_  
Name: REGINA M. CALCATERRA  
Title: Chief Deputy County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED BY:**

DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_  
GILBERT ANDERSON  
Commissioner

Date: \_\_\_\_\_

**APPROVED AS TO LEGALITY**

DENNIS M. COHEN  
Suffolk County Attorney

By: \_\_\_\_\_

LYNNE A. BIZZARRO  
Deputy County Attorney

Date: \_\_\_\_\_

DRAFT

ACKNOWLEDGEMENT

STATE OF NEW YORK }

SS:

COUNTY OF SUFFOLK }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2012 before me, the undersigned, personally appeared \_\_\_\_\_ [name], \_\_\_\_\_ [Title] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK }

SS:

COUNTY OF SUFFOLK }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2012 before me, the undersigned, personally appeared \_\_\_\_\_ [Name], \_\_\_\_\_ [Title], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

DRAFT

**EXHIBIT A**

**Map of Property Highlighting the Premises**

DRAFT

**EXHIBIT B**  
**Carnegie Library Plans**

DRAFT

**EXHIBIT C**

**Proposed Construction Schedule**

DRAFT

## EXHIBIT D

### Suffolk County Legislative Requirements

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

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

Unless certified by an officer of the Village as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Village represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Agreement's duration. The Village acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

#### Required Form:

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

#### 2. Living Wage Law

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

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 the Agreement and to seek other remedies as set forth therein, for violations of this Law.

#### Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

#### 3. Use of County Resources to Interfere with Collective Bargaining Activities

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

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Village shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Village for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If services are performed on County property, the Village must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If services are for the provision of human services and are not to be performed on County property, the Village must adopt, at the least, a neutrality agreement.

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that

they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Village, 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 Agreement, and whenever a new contractor or subcontractor is hired under the terms of the Agreement. The Village acknowledges that such filings are a material contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Agreement.

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

**Required Forms:**

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor - Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

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

**5. Gratuities**

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

The Village represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

The Village represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

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

The Village shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Agreement with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

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

Upon signing the Agreement, the Village certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

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

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

**10. Work Experience Participation**

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

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

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

**End of Text for Exhibit D**

DRAFT

DRAFT

SUFFOLK COUNTY  
County Legislature  
RIVERHEAD, NY



*This is to Certify That I,* TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on October 9, 2012 and that the same is a true and correct transcript of said resolution and of the whole thereof.

*In Witness Whereof, I* have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

*Tim Laube*

---

Clerk of the Legislature

**Motion:**

Romaine, Schneiderman, Browning, Muratore, Anker  
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

**Co-Sponsors:**

Romaine, Schneiderman, Browning, Muratore, Anker  
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

**Second:**

Romaine, Schneiderman, Browning, Muratore, Anker  
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Thomas MURATORE					
5	Kara HAHN					
6	Sarah S. ANKER					
7	Rob CALARCO					
9	Ricardo MONTANO					
10	Thomas CILMI					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
15	DuWayne GREGORY					
16	Steven H. STERN					
17	Lou D'AMARO					
18	William SPENCER					
14	Wayne R. HORSLEY, D.P.O.					
8	William J. LINDSAY, P.O.					
	Totals	17	1	1		

MOTION
<input checked="" type="checkbox"/> Approve
Table: _____
Send To Committee
Table Subject To Call
Lay On The Table
Discharge
Take Out of Order
Reconsider
Waive Rule _____
Override Veto
Close
Recess
APPROVED <input checked="" type="checkbox"/> FAILED _____
No Motion _____ No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
NOT ADOPTED

*Tim Laube*

Tim Laube, Clerk of the Legislature

Roll Call \_\_\_\_\_ Voice Vote