

NOTICE OF MEETING

Notice is hereby given that the Legislature of Rockland County will meet in its Chambers in the Allison-Parris Office Building, New City, New York on Tuesday, September 17, 2013 at 7:00 P.M., pursuant to the adjournment of the September 3, 2013 meeting.

Very truly yours,

Laurence O. Toole
Clerk to the Legislature

Dated at New City, New York
This 13th day of September 2013

The Legislature of Rockland County convened in regular session pursuant to adjournment of the September 3, 2013 meeting.

A Roll Call being taken (7:03 p.m.), the following Legislators were present and answered to their names:

- Christopher J. Carey
- Edwin J. Day
- Toney L. Earl
- Michael M. Grant
- Jay Hood, Jr.
- Nancy Low-Hogan
- Joseph L. Meyers
- Patrick J. Moroney
- Aney Paul
- Ilan S. Schoenberger
- Philip Soskin
- Frank P. Sparaco
- Harriet D. Cornell, Chairwoman

Late: Legislators Douglas J. Jobson (7:22 p.m.) and Aron B. Wieder (7:09 p.m.)

Absent: Legislators John A. Murphy and Alden H. Wolfe, Vice Chairman

Scout Pack 46, New City, New York led in the Salute to the Flag and delivered the invocation.

Legislator Aron B. Wieder arrived during the public participation portion of the meeting at 7:09 p.m.

The Chairwoman opened the public participation portion of the meeting at 7:07 p.m. and the following persons appeared and spoke:

- ❖ John George, Legislator Paul's Father visiting from India, proud of his daughter
- ❖ Maria Thottukadavil, Legislator Paul's sister spoke for father
- ❖ Ralph Bracco, Trustee Village of Airmont, County roads in Village in need of repairs

Public Participation ended at 7:13 p.m.

Comments from the Chairwoman:

Honorable Harriet D. Cornell

As many of you know this is Hunger Awareness Month. For the past eight years Nicole Doliner has been my representative on two major food efforts that go on in Rockland County: PATH, Program to Assist Hunger, and the Emergency Food and Shelter Program of United Way.

Two weeks ago the United States Department of Agriculture announced a study, which showed that some 49 million Americans, including 8.3 million children, live in households that are food insecure, which means that people don't know where their next meal is coming from. What is particularly startling is that this number has not budged and has even risen slightly since 2010 when we were in the throes of the recession.

Despite these discouraging statistics, the *Washington Post* reported last week that a growing number of states are putting limits on the availability of federal food stamps. These states have claimed that by limiting the availability of food stamps to three months, people would more likely to go back to work and stop relying on federal subsidies.

This is actually an assumption that is both erroneous and demoralizing. While, yes, the recession has certainly abated, the jobs picture remains bleak. The Department of Labor recently reported that the labor-force participation rate, which represents the number of people either working or looking for work, is at a 35-year low. Most economists believe this is because there are simply fewer jobs and many of the long-term unemployed have given up looking for a job that doesn't seem to exist. And so the problem of hunger and food insecurity in America and here in Rockland continues to threaten entire generations of children and families.

It is quite wonderful to know that we have a host of agencies in the County that have come together in a coalition that work day-by-day, week-by-week, month-by-month, to try to ensure that children and the families of Rockland County do not go hungry. I congratulate all of those who work, whether it is the Department of Social Services, People to People, Catholic Community Services, United Way and the other organizations, which raise awareness, solicit food donations and ensure that children and adults in our County of Rockland to not go hungry.

Introduced by:

Referral No. 8055

- Hon. Edwin J. Day, Sponsor
- Hon. Michael M. Grant, Co-Sponsor
- Hon. Harriet D. Cornell, Co-Sponsor
- Hon. Douglas J. Jobson, Co-Sponsor
- Hon. Aney Paul, Co-Sponsor
- Hon. Alden H. Wolfe, Co-Sponsor
- Hon. Toney L. Earl, Co-Sponsor
- Hon. Philip Soskin, Co-Sponsor

**RESOLUTION NO. 504 OF 2013
 REQUESTING THAT THE NEW YORK STATE ASSEMBLY PASS BILL A. 7775 –
 AN ACT TO EXEMPT COMMUNITY COLLEGES FROM THE IMPOSITION OF THE
 METROPOLITAN COMMUTER TRANSPORTATION MOBILITY TAX; THAT THE NEW YORK
 STATE SENATE TO INTRODUCE AND PASS SIMILAR LEGISLATION AND
 THAT THE GOVERNOR SIGN SAID LEGISLATION**

Mr. Grant offered the following resolution, which was seconded by Mr. Day and unanimously adopted:

WHEREAS, community colleges are struggling with rising costs and increased enrollments; and

WHEREAS, the MTA payroll tax is hurting community colleges in their efforts to keep tuition down and this bill would add community colleges to the list of educational institutions that are already exempt; and

WHEREAS, the purpose of Assembly Bill A.7775 is to exempt community colleges from the burdensome MTA payroll tax, by amending paragraph 4 of subsection b of section 800 of the tax law as it relates to adding community colleges to the definition of "eligible educational institution", which are exempt from this tax; and

WHEREAS, the Economic Development and Budget and Finance Committees have met, considered and by unanimously approved this resolution; now therefore be it

RESOLVED, the Rockland County Legislature hereby requests that the New York State Assembly pass Bill A. 7775, an act to exempt the Community Colleges From The Imposition Of The Metropolitan Commuter Transportation Mobility Tax Education Law; and be it further

RESOLVED, that the New York State Senate introduce similar legislation, and that the Governor sign such legislation; and be it further

RESOLVED, that the Clerk to the Legislature be and he is hereby authorized and directed to send a copy of this resolution to Andrew M. Cuomo, Governor of the State of New York; Hon. David Carlucci, Hon. William J. Larkin, Jr., New York State Senators, Hon. Kenneth P. Zebrowski, Jr., Hon. Ellen C. Jaffee, Hon. James G. Skoufis, and Ann G. Rabbitt, Members of the New York State Assembly; the President Pro Tem of the New York State Senate; the Speaker of the New York State Assembly; the Majority and Minority Leaders of the New York State Senate and Assembly; and to such other persons as the Clerk, in his discretion, may deem proper in order to effectuate the purpose of this resolution.

Debate:

Mr. Day

Assemblyman Zebrowski, our Assemblyman here from New City, introduced this. The intent is to chip away at the onerous impact of this tax, which is .33 cents for every hundred dollars worth of payroll upon a community college. There is another similar effort regarding not for profits underway now, because the State has decided that they will continue to tax organizations least able to defend themselves like Jawonio, ARC, Camp Venture, just to pay for the subway system. I just want to acknowledge Assemblyman Zebrowski on this particular issue. I am hopeful we will get Senate sponsorship on this and start chipping away from the very onerous Metropolitan Transportation Payroll Tax.

Introduced by:

Referral No. 8055

Hon. Edwin J. Day, Sponsor
Hon. Michael M. Grant, Co-Sponsor
Hon. Harriet D. Cornell, Co-Sponsor
Hon. Douglas J. Jobson, Co-Sponsor
Hon. Aney Paul, Co-Sponsor
Hon. Alden H. Wolfe, Co-Sponsor
Hon. Toney L. Earl, Co-Sponsor
Hon. Philip Soskin, Co-Sponsor
Hon. Joseph L. Meyers, Co-Sponsor
Hon. Patrick J. Moroney, Co-Sponsor

**RESOLUTION NO. 505 OF 2013
REQUESTING THAT THE NEW YORK STATE ASSEMBLY PASS BILL A.1443 –
A LAW TO PHASING OUT THE METROPOLITAN COMMUTER TRANSPORTATION
MOBILITY ACT AND AN ACT TO AMEND THE TAX LAW, VEHICLE AND
TRAFFIC LAW AND PUBLIC AUTHORITIES LAW IN RELATION TO THE
METROPOLITAN COMMUTER TRANSPORTATION MOBILITY TAX AND
THAT THE NEW YORK STATE SENATE INTRODUCE AND PASS SIMILAR
LEGISLATION AND THAT THE GOVERNOR SIGN SAID LEGISLATION**

Mr. Grant offered the following resolution, which was seconded by Mr. Day and Mrs. Paul and unanimously adopted:

WHEREAS, the State has adopted legislation creating the Metropolitan Commuter Transportation Mobility Tax that is restricted to the City of New York and the lower Hudson Counties (Dutchess, Orange, Rockland, Westchester, Nassau and Suffolk); and

WHEREAS, the intent of Assembly Bill A.1443 is to begin phasing out the Metropolitan Commuter Transportation Mobility Tax law starting in 2014 and totally eliminated by 2017; and

WHEREAS, the same legislation seeks to eliminate the supplemental learner's permit/license fees, resulting in the elimination of such fees for Hudson Valley and Long Island counties by 2015 and New York City by 2016; and

WHEREAS, this legislation seeks to reduce and ultimately eliminate Section 499-c of the Vehicle and Traffic Law, which provides for annual decrease in supplemental registration fees resulting in the elimination of such fees for the Hudson Valley and Long Island by 2015 and New York City by 2015; and

WHEREAS, this law also seeks to amend the unconsolidated law to provide for a new paragraph (a) and (b) clarifying the components of total operating expenses as it relates to the proposal. Moreover, providing for an offset of costs for any reduction in transit aid and directing the revenues from containing growth of the operating expense of the MTA to the MTA finance fund, and any expense savings to a separate sub-account within the finance fund for the purpose of reducing the 2013 fare increase; and

WHEREAS, Assembly Bill A.1443 further seeks to amend subdivisions 2 and 3 of section 1270-h of the Public Authorities Law, to require the MTA to deposit in the MTA finance fund all revenues resulting from limiting the growth of the MTA's total operating to the MTA finance fund and any excess savings to a separate sub-account with the finance fund for purposes of reducing the 2013 fare increase; and

WHEREAS, by curbing the out-of-control spending trends that have plagued the MTA since its inception in 1965, the MTA spending will be mitigated to 2 percent or 120 percent of the CPA, whichever is lower. This action will achieve billions in revenue generated through savings over the next several years; and

WHEREAS, this Legislature wishes to support this Assembly bill for the elimination of the Metropolitan Commuter Transportation Mobility Tax law and its efforts to control the excessive waste and spending of the MTA; and

WHEREAS, the Economic Development and Budget and Finance Committees have met, considered and by unanimously approved this resolution; now therefore be it

RESOLVED, that the Legislature of Rockland County requests enactment of Assembly A.1443 by adopted by the New York State Assembly and that that the New York State Senate introduce similar legislation, and that the Governor sign such legislation; and be it further

RESOLVED, that the Clerk to the Legislature be and he is hereby authorized and directed to send a copy of this resolution to Andrew M. Cuomo, Governor of the State of New York; Hon. David Carlucci, Hon. William J. Larkin, Jr., New York State Senators, Hon. Kenneth P. Zebrowski, Jr., Hon. Ellen C. Jaffee, Hon. James G. Skoufis, and Ann G. Rabbitt, Members of the New York State Assembly; the President Pro Tem of the New York State Senate; the Speaker of the New York State Assembly; the Majority and Minority Leaders of the New York State Senate and Assembly; and to such other persons as the Clerk, in his discretion, may deem proper in order to effectuate the purpose of this resolution.

Debate:

Mr. Day

I want to acknowledge my colleagues who have unanimously supported efforts in all areas affecting this particular tax. This tax is levied upon our community in Rockland County where we lose about 50 million dollars per year in value to the MTA – that is how poorly served we are. To put that in context that is about one half of the entire property tax collected by Rockland County government. It is maddening to us here in Rockland County to be so underserved. It is maddening to know that the City refused to toll the bridges on the East side of Manhattan and allow people from boroughs who can readily get on a train, where we can't, to cross into Manhattan free while we have to pay this tax along with all the tolls to get down to New York City.

There is a tremendous bargain to the subway system compared to almost every other municipal subway or train system around. We still hear about how high the fares are. We have to bear the brunt of this. It is wrong. We need to make the MTA understand that they need to phase this out, they need to start living within their means, they need to start ensuring those who use the system are the ones who pay for the system and stop coming to places like Rockland County so they can pick up an extra 50 million dollars without giving us decent service here in Rockland County. Thank you.

Introduced by:

Referral No. 5614

- Hon. Michael M. Grant, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Aney Paul, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor

**RESOLUTION NO. 506 OF 2013
 APPROVAL OF AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES
 (PILOT) AGREEMENT BETWEEN MILLENNIUM PIPELINE COMPANY, L.L.C.,
 TOWN OF RAMAPO, RAMAPO CENTRAL SCHOOL DISTRICT, COUNTY OF ROCKLAND,
 AND THE COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY FOR
 PROPERTY CONSISTING OF A RIGHT-OF-WAY APPROXIMATELY
 FIFTY (50) FEET WIDE AND 23,047 FEET LONG WITH IMPROVEMENTS THEREON
 COLLECTIVELY CONSTITUTING AN APPROXIMATELY 23,047 FOOT LONG, 30-INCH
 DIAMETER NATURAL GAS TRANSPORTATION PIPELINE AND RELATED EQUIPMENT
 AND FACILITIES ASSESSED ON THE SPECIAL FRANCHISE PORTION OF THE
 ASSESSMENT ROLLS OF THE TOWN OF RAMAPO, DESIGNATED AS
 TAX MAP PARCEL #89/500-0-486-0-0-0
 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
 [DEPARTMENT OF FINANCE]
 [PILOT]**

Mr. Grant offered the following resolution, which was seconded by Mr. Earl and unanimously adopted:

WHEREAS, On March 1, 2013, the County of Rockland Industrial Development Agency (the "Agency") entered into a Payment in Lieu of Taxes Agreement (PILOT) with Millennium Pipeline Company, L.L.C. (the "Company") for property consisting of a right-of-way approximately fifty (50) feet wide and 23,047 feet long with improvements thereon collectively constituting an approximately 23,047 foot long, 30-inch diameter natural gas transportation pipeline and related equipment and facilities assessed on the special franchise portion of the assessment rolls of the Town of Ramapo, designated as Tax Map Parcel #89/500-0-486-0-0-0 to facilitate the Project; and

WHEREAS, To facilitate the Project, the Agency entered into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy by which it acquired a leasehold interest in and to the Project Facility and the Agency subleased to the Company as lessee, the Agency's interest in the Project; and

WHEREAS, The PILOT provided for settlement of litigation challenging the 2010, 2011 and 2012 valuation of the Project Facility which settlement was to include fixed annual PILOT payments totaling \$315,000; and

WHEREAS, Millennium Pipeline Company, L.L.C. wishes to enter into an Amended and Restated Payment in Lieu of Taxes Agreement with the Town of Ramapo, the Ramapo Central School District, the County of Rockland, and the County of Rockland Industrial Development Agency, for payment of monies in lieu of taxes pursuant to General Municipal Law 925-I, commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the owner of record of the Project realty determined pursuant to the provisions of the Real Property Tax Law, and terminating on the fourteenth anniversary of the date of commencement, or earlier as provided in the agreement; and

WHEREAS, The County is a party to the Payment in Lieu of Taxes Agreement solely for notice and collection/payment purposes; and

WHEREAS, Millennium Pipeline Company, L.L.C. will essentially pay the amount of the County tax which they would have paid prior to the litigation and increase in assessed value; and

WHEREAS, The Town of Ramapo, the Ramapo Central School District and the Rockland County Industrial Development Agency have approved the agreement; and

WHEREAS, The Economic Development and Budget and Finance Committees of the Legislature have met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves the Amended and Restated Payment In Lieu Of Taxes (PILOT) agreement with Millennium Pipeline Company, L.L.C., the Town of Ramapo, Ramapo Central School District, County of Rockland and County of Rockland Industrial Development Agency for payment of monies in lieu of taxes in the amount set forth in the attached agreement, and authorizes its execution by the County Executive, subject to the approval of the County Attorney, and only upon the agreement of all parties.

EXECUTION COPY

**AMENDED AND RESTATED
PAYMENT IN LIEU OF TAXES AGREEMENT**

THIS AGREEMENT (the "Agreement"), dated as of July 1, 2013 by and among **MILLENNIUM PIPELINE COMPANY, L.L.C.**, a Delaware limited liability company with an office at One Blue Hill Plaza, Pearl River, New York 10965 (the "Company"), the **TOWN OF RAMAPO**, 237 Route 59, Suffern, New York 10901 (the "Town"), the **RAMAPO CENTRAL SCHOOL DISTRICT**, 45 Mountain Avenue, Hillburn, New York 10931 (the "School District"), the **COUNTY OF ROCKLAND**, 11 New Hempstead Road, New City, New York 10956 (the "County", and together with the Town and the School District, the "Affected Tax Jurisdictions"), and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at Two Blue Hill Plaza, Pearl River, New York 10965 (the "Agency");

WITNESSETH

THAT, WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorized and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, furnish and dispose of one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, civic, research, and commercial facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act"), the County of Rockland Industrial Development Agency which has been created and established pursuant thereto for the benefit of the County of Rockland proposes to undertake the acquisition and financing of the project described below; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into an industrial "project" within the meaning of the Act on behalf of the Company (the "Project"); and

WHEREAS, the Project consists of the Company's right-of-way approximately 50 feet wide and 23,047 feet long located in the Town of Ramapo, County of Rockland, State of New York and more particularly described in Exhibit "A" attached hereto (the "Land"), together with the improvements presently located thereon collectively constituting an approximately 23,047 foot long, 30-inch diameter natural gas transportation pipeline and related equipment and facilities assessed on the special franchise portion of the assessment rolls of the Town (the

"Improvements", and together with the Land, the "Project Facility"), which Project Facility is located in the School District and shown and designated on the Tax Map of the Town as Tax Parcel #89/500-0-486-0-0-0; and

WHEREAS, the Agency entered into a "straight lease transaction" dated as of March 1, 2013 (the "Straight Lease Transaction") pursuant to the Agency's uniform tax exemption policy by which the Agency acquired a leasehold interest in and to the Project Facility (the "Head Lease") and the Agency subleased to the Company, as lessee, the Agency's interest in the Project (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law ("RPTL"), the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements acquired by it or under its jurisdiction, supervision or control; and

WHEREAS, pursuant to Section 925-l(i) of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for payments in lieu of taxes ("PILOT Payments") in a sum equal to the full amount of real property and school taxes that would have been levied absent Agency assistance, or, with the written agreement of any applicable taxing jurisdiction, in a sum equal to such lesser amount thereof as such taxing jurisdiction may designate; and

WHEREAS, in connection with the Straight Lease Transaction the Agency and the Company entered into a PILOT agreement dated as of March 1, 2013 (the "Agency/Company PILOT Agreement") pursuant to which the Company is obligated to make PILOT Payments in a sum equal to the full amount of real property and school taxes that would have been levied absent Agency assistance; and

WHEREAS, the Company filed administrative challenges to the special franchise assessments promulgated by the New York State Office of Real Property Tax Services and litigation challenging the 2010, 2011, 2012 and 2013 full value valuation of the Project Facility determined by the New York State Department of Taxation and Finance, through its administrative arm, the Office of Real Property Tax Services ("ORPS") (such administrative challenges and litigation proceedings are referred to herein as the "Valuation Litigation"), and the Company and the Town have agreed to settle the Valuation Litigation on terms set forth in the Stipulation and Order of Partial Settlement (Index Nos. 10-4260, 10-4226, 11-4553, 12-3754, and 13-____) annexed hereto as Exhibit "E" (the "Stipulation and Order"); and

WHEREAS, by Town Resolution No. 2012-682, a copy of which is attached hereto as Exhibit "B", the Town approved the Proposed Settlement Terms and execution of this Agreement; and

WHEREAS, by School District Resolution No. _____, a copy of which is attached hereto as Exhibit "C", the School District approved execution of this Agreement; and

WHEREAS, by County Resolution No. _____, a copy of which is attached hereto as Exhibit "D", the County approved execution of this Agreement; and

WHEREAS, the Agency, the Affected Tax Jurisdictions, and the Company desire to amend and restate the PILOT Agreement in accordance with the terms, covenants and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency and the Company with respect to the Project, the Company, the Affected Tax Jurisdictions, and the Agency hereby formally agree as follows:

1. Exemption from General Ad Valorem Taxes. On March 1, 2013, the Agency completed and filed with the Town assessor the New York State Form RP-412-a Application For Real Property Tax Exemption for the Project Facility (the "Exemption Application") under Section 412-a of the RPTL and Section 874 of the Act. The Town assessor accepted the Exemption Application and the Project Facility became exempt from Real Property Taxes commencing with the 2013 assessment rolls of the Town. For the purposes of the foregoing, "Real Property Taxes" shall mean all general *ad valorem* real property taxes levied against the Project Facility by the Affected Tax Jurisdictions commencing with the 2013 assessment rolls and all tax rolls levied on account of such assessment rolls.

2. No Exemption from Special District Taxes. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the RPTL does not entitle the Agency (and thereby the Company) to an exemption from current or future special assessments, special district charges and special *ad valorem* taxes ("Special District Taxes"). The Company hereby covenants and agrees to pay, or have paid on its behalf, all Special District Taxes lawfully levied and/or assessed against the Project Facility to the receiver of taxes of the Town.

3. PILOT Payments. For each tax roll levied upon an assessment roll commencing with the 2013 assessment rolls, the Company hereby covenants and agrees to pay, or have paid on its behalf, so long as the Agency is the lessee of the Project Facility under the Head Lease, PILOT Payments to the "Ramapo Central School District", c/o the Office of the Superintendent of Schools of the School District, and to the Town of Ramapo Director of Finance (the "PILOT Escrow Agent"), as escrow agent for the Town and the County, in the following amounts:

(a) Each annual PILOT Payment for the School District, payable to the "Ramapo Central School District", c/o the Office of the Superintendent of Schools of the School District, shall equal \$252,000.

(b) Each annual PILOT Payment for the Town, payable to the PILOT Escrow Agent, shall equal \$38,347.

(c) Each annual PILOT Payment for the County, payable to the PILOT Escrow Agent, shall equal \$24,653.

(d) The Affected Taxing Jurisdictions acknowledge and agree that this Agreement constitutes an agreement to waive proportional allocation of the PILOT Payments over the term of the Agreement pursuant to Section 858(15) of the Act.

4. Invoices and Payment Due Dates. The Superintendent or Business Administrator of the School District, the County Treasurer of the County, and the Director of Finance of the Town shall each issue invoices to the Company for each PILOT Payment amount at the time School District tax bills and Town/County tax bills are normally issued to taxpayers. PILOT Payments due to the School District shall be made by the Company on or before September 30 of the applicable tax fiscal year of the School District and PILOT Payments due to the Town and the County, respectively, shall be made by the Company on or before January 31 of the applicable tax fiscal year of the Town and the County, during the PILOT Period described in Section 6 hereof.

5. Late Payments. In the event the Company fails to make any PILOT Payment within the time period required, the amount or amounts so in default shall continue as an obligation of the Company until fully paid. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

6. Term. The Company agrees to make PILOT Payments for a period of fourteen (14) assessment rolls commencing with the 2013 assessment roll and intending to impact the tax rolls prepared from such assessment rolls (the "PILOT Commencement Date") and expiring on the PILOT Expiration Date (as defined herein) (the "PILOT Period"), with such assessment roll years illustrated on the following schedule, or terminating on the PILOT Termination Date.

PILOT Year	Assessment Roll Year	School District Fiscal Year	Town / County Fiscal Year	PILOT Payment to School District	PILOT Payment to Town	PILOT Payment to County
1	2013	2013/14	2014	\$ 252,000	\$ 38,347	\$ 24,653
2	2014	2014/15	2015	\$ 252,000	\$ 38,347	\$ 24,653
3	2015	2015/16	2016	\$ 252,000	\$ 38,347	\$ 24,653
4	2016	2016/17	2017	\$ 252,000	\$ 38,347	\$ 24,653
5	2017	2017/18	2018	\$ 252,000	\$ 38,347	\$ 24,653
6	2018	2018/19	2019	\$ 252,000	\$ 38,347	\$ 24,653
7	2019	2019/20	2020	\$ 252,000	\$ 38,347	\$ 24,653
8	2020	2020/21	2021	\$ 252,000	\$ 38,347	\$ 24,653
9	2021	2021/22	2022	\$ 252,000	\$ 38,347	\$ 24,653
10	2022	2022/23	2023	\$ 252,000	\$ 38,347	\$ 24,653
11	2023	2023/24	2024	\$ 252,000	\$ 38,347	\$ 24,653
12	2024	2024/25	2025	\$ 252,000	\$ 38,347	\$ 24,653
13	2025	2025/26	2026	\$ 252,000	\$ 38,347	\$ 24,653
14	2026	2026/27	2027	\$ 252,000	\$ 38,347	\$ 24,653

7. PILOT Expiration Date and PILOT Termination Date.

(a) PILOT Expiration Date. For the purposes of this Agreement, the term PILOT Expiration Date shall mean February 28, 2027 such that the Project Facility shall be listed on the taxable assessment rolls for the 2027 assessment rolls (and first subject to Real Property Taxes levied by the School District for its 2027/28 fiscal year and by the Town and the County for their respective 2028 fiscal years).

(b) PILOT Termination Date. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of: (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period and the Agency's or the applicable Affected Taxing Jurisdiction's exercise of its remedies, (ii) the date the Agency no longer has a leasehold interest in the Project Facility, or (iii) the PILOT Expiration Date.

8. Event of Default. For the purposes of this Agreement, any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Failure of the Company to make any PILOT Payments, Special District Taxes, or any other payments required hereunder as and when due pursuant to this Agreement; *provided, however,* that the Company shall have an opportunity to cure such non-payment by paying the full amount of the PILOT Payment then due, together with any penalties and interest thereon, within thirty (30) days of written demand for such payment; or

(b) An uncured "Event of Default" or "Default" under the Head Lease, Lease Agreement or any other agreement executed by the Company in connection with the Straight Lease Transaction, as such terms are defined in those agreements and subject to all cure rights and cure periods provided by the agreements.

9. Remedies Upon Default. Upon the occurrence of an uncured Event of Default as specified under this Agreement, the Agency or the Affected Tax Jurisdictions may, at their respective sole discretion, elect to bring an action or proceeding in New York State Supreme Court, County of Rockland, seeking such remedy or remedies as it may elect, including, but not limited to, a proceeding to collect any unpaid amount or an order directing specific performance of any obligation which the Company has failed to discharge, including but not limited to the basis for the declaration of default. Additionally, the Agency and the Affected Tax Jurisdictions may terminate this Agreement upon the occurrence of an Event of Default by the Company and the continuation of such Event of Default beyond any applicable cure or grace period, provided the Agency and the Affected Tax Jurisdictions have given the Company at least thirty (30) days' advance written notice of the Agency's and the Affected Tax Jurisdictions' decision to terminate this Agreement and the Company has failed to cure such Event of Default. Upon the occurrence and during the continuation of an Event of Default hereunder, the Agency, the School District, and the PILOT Escrow Agent shall not have the right to accelerate future PILOT Payments not yet due and payable as of the date of such exercise of remedies.

10. Payments Upon Expiration or Termination. The Affected Taxing Jurisdictions, the Agency and the Company agree that this Agreement is notice of the PILOT Expiration Date. The parties agree that following: (a) the PILOT Expiration Date, or (b) prior to the PILOT Expiration Date, the effective date of the notice of termination of (i) the Head Lease by the Company pursuant to Section 22 of this Agreement, or (ii) this Agreement by the Agency and the Affected Tax Jurisdictions pursuant to Section 9 of this Agreement (in either event, the "Termination Notice Effective Date"), notwithstanding any provision of law to the contrary (including Section 520 of the RPTL, the potential application of which is hereby waived by all parties), the Project Facility shall not become taxable until the first taxable status date following the PILOT Expiration Date or the Termination Notice Effective Date, as the case may be, and shall not receive tax bills or be subject to Real Property Taxes for any period of time before the fiscal years tied to such taxable status date.

11. PILOT Escrow Agent. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the PILOT Payment collection and distribution duties and obligations of the Town and the County contained herein. The Agency hereby appoints the Director of Finance, Town of Ramapo, to act as the PILOT Escrow Agent for the Town and the County. The Company agrees to pay the PILOT Payments for the School District when due to the "Ramapo Central School District", c/o the Office of the Superintendent of Schools of the School District, and for the Town and the County when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York or via the automatic clearing house ("ACH") or such other expedient automatic electronic deduction from the Company's bank account.

12. Right to Contest Special Franchise Assessment. Notwithstanding anything to the contrary herein, because the Company will remain obligated to pay Special District Taxes on the Project Facility based on the product of the full values established by ORPS and the applicable annual State equalization rate, the Company shall receive notice in advance in the same manner as any other taxpayer for any change in special franchise full values and shall be entitled to protest, administratively and judicially, any such full value established, published, or maintained by ORPS for the Project Facility; *provided, however*, that the Company shall not be entitled to protest, administratively or judicially, any assessment established, published, or maintained by ORPS relating to the Project Facility that is less than or equal to \$11,100,000 on a full market value basis.

13. Assignment and Transfer. The Company may assign this Agreement without the consent of the Agency if the Company assigns the Lease Agreement in compliance with the requirements of Section 8.2 thereof and the assignee assumes and agrees to be bound by the terms of this Agreement. If the Agency and the Tax Jurisdictions consent to such assignment, the Company shall have no further obligations hereunder except for amounts then due and owing through the effective date of the assignment. The Company shall provide written notice to all of the Affected Taxing Jurisdiction of any assignment or transfer of the Company's obligations under Section 8.2 of the Lease together with contact information and addresses of the transferee and/or assignment of the Company. Nothing herein shall limit in any way the right of the owners

of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

14. Future Improvements. The Company specifically understands and agrees that the benefits provided in this Agreement apply to the Project Facility, as it may be maintained in the ordinary course of business. Any additional construction by the Company, any sublessee or any third party upon the Project Facility beyond the scope of ordinary course maintenance shall not be entitled to the benefits of this Agreement.

15. Change in Identification Numbers. The change, amendment, increase, or decrease of the tax identification or parcel numbers currently used by the Town or ORPS to identify or classify all or any part of the Project Facility shall not cause this Agreement to change.

16. RESERVED.

17. Full Services. The Affected Tax Jurisdictions will provide all services to the Project Facility which they would provide if the Project Facility were subject to the payment of full taxes and all assessments and not exempt from any thereof.

18. Monies of the Company. Obligations arising out of this Agreement are solely the responsibility of the Company and not the Agency and are payable out of receipts, funds or other monies of the Company.

19. Indemnification. (a) The Company shall at all times protect and hold the Agency, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency (collectively, the "Indemnified Parties" and each "Indemnified Party"), harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses (i) arising from the gross negligence or willful misconduct of such Indemnified Party, or (ii) resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or the Company, performance by the Indemnified Party or the Company, of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby. In the event a claim, action, demand, suit or proceeding is instituted against the Agency by any third party, pursuant to which the Agency is entitled to be indemnified hereunder, the Agency shall as soon as practical notify the Company in writing and contemporaneously provide the Company with a copy of the written documents presented by such third party.

(b) The Company releases the Indemnified Parties from, and agrees that the Indemnified Parties shall not be liable for and the Company agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in subdivision (a) of this Section or at the direction of the Company with respect to any of such matters above referred to. Each Indemnified Party, as the

case may be, shall promptly notify the Company in writing of any claim or action brought against such Indemnified Party in which indemnity may be sought against the Company pursuant to this Section; such notice shall be given in sufficient time to allow the Company to defend or participate in such claim or action, but the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Company under this Section.

20. Amendment. This Agreement may not be modified, amended, supplanted or changed without the written consent of the Company, the Affected Tax Jurisdictions, and the Agency.

21. Execution in Counterpart. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

22. Termination. The Company shall have the option to terminate this Agreement, the Head Lease, and the Lease Agreement at any time during the term hereof, prior to the taxable status date for the next assessment roll by delivering written notice to the Agency, provided that the Company has made payment of all sums then due and payable to the "Ramapo Central School District", c/o the Office of the Superintendent of Schools of the School District, and the PILOT Escrow Agent for the benefit of the Affected Tax Jurisdictions (without acceleration) pursuant to this Agreement, the Head Lease, and the Lease Agreement.

23. RESERVED.

24. Notice. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

(a) if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, Two Blue Hill Plaza, Pearl River, New York 10965, with copies to the Executive Director of the Agency at the same address and to Montalbano, Condon & Frank, P.C., 67 North Main Street, New City, New York 10956, Attention: Brian J. Quinn, Esq.

(b) if to the Company, to Millennium Pipeline Company, L.L.C., One Blue Hill Plaza, Pearl River, New York 10965, Attention: John V. Keith, Vice President, Finance, with a copy to Swartz Moses PLLC, 1583 East Genesee Street, Skaneateles, New York 13152.

(c) if to the Town, to Town of Ramapo, 237 Route 59, Suffern, New York 10901, Attention: Supervisor with a copy to the Town Attorney of the Town, 237 Route 59, Suffern, New York 10901.

(d) if to the School District, to Ramapo Central School District, 45 Mountain Avenue, Hillburn, New York 10931, Attention: Superintendent of Schools.

(e) if to County, to County Office Building, 11 New Hempstead Road, New City, New York 10956, Attention: County Executive.

(f) if to the PILOT Escrow Agent, to Town of Ramapo, 237 Route 59, Suffern, New York 10901, Attention: Director of Finance.

The Agency, the Affected Tax Jurisdictions, and the Company may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) three (3) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy or electronic mail, provided that the recipient party consents to the use of telecopy or electronic mail transmissions for giving of notices hereunder and receipt of any such telecopy or electronic mail transmission is confirmed by the transmitting party.

25. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard of giving effect to the principles of conflicts of law thereof.

26. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each of the parties and, as permitted by this Agreement, by their respective successors and permitted assigns.

27. Waiver of Jury Trial; Venue. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

28. No Recourse. All obligations of the parties contained in this Agreement shall be deemed to be the corporate obligations of the respective parties and not obligations of any member, officer, official, agent, servant, employee, or affiliate of the parties. No recourse or claim upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had, brought or asserted, directly or indirectly, against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the parties. All such liability of any such member, officer, official, agent, servant, employee, or affiliate is hereby, to the extent permitted by law, expressly waived and released by the parties as part of the consideration for execution of and entry into this Agreement.

29. Payment Security. As collateral security for the payment of PILOT Payments, the Company shall at all times during the PILOT Period either: (a) deposit and maintain a balance of

at least \$157,500 in an escrow account (the "Payment Security Escrow Account"), or (b) provide a direct pay letter of credit in the total amount of \$315,000 ("PILOT Letter of Credit"), in favor of the Agency, as payment security agent for the Affected Tax Jurisdictions. The Company may in its sole discretion elect the type of security provided and may change the type of security to either of the type of security above at any time during the PILOT Period provided there is no lapse in payment security.

(a) Payment Security Escrow Account. Within thirty (30) days following issuance by the Supreme Court of the State of New York, County of Albany, of the Stipulation and Order, the Company shall deposit \$157,500 (the "Escrow Deposit") in the Payment Security Escrow Account in favor of the Agency, as payment security agent for the Affected Tax Jurisdictions. The Payment Security Escrow Account shall mean a deposit account with a bank authorized to do business in New York State and whose long-term unsecured obligations are rated at least A- by Standard & Poor's Rating Services ("S&P") and A3 by Moody's Investors Service ("Moody's"), with such deposit account governed by an escrow agreement that (i) authorizes the Agency to draw up to the full amount of the Escrow Deposit upon receipt by such bank of a certification signed by the Agency that amounts payable by the Company under this Agreement are past due beyond any applicable cure period, and (ii) authorizes the Agency to draw up to the full amount of the Escrow Deposit if, within thirty (30) days following receipt by the Company of notice from the Agency that the long-term unsecured obligations of such bank have fallen below A- by S&P or A3 by Moody's and the Company shall not have provided to the Agency a substitute Payment Security Escrow Account in an alternate bank confirmed as satisfactory to the Agency. Any interest accruing on the balance of the Payment Security Escrow Account shall remain the property of the Company. Upon the expiration or earlier termination of the PILOT Period, all monies remaining in the Payment Security Escrow Account shall be returned by the Agency to the Company within thirty (30) days following demand for same by the Company.

(b) PILOT Letter of Credit. The PILOT Letter of Credit shall mean an evergreen letter of credit in favor of the Agency, as payment security agent for the Affected Tax Jurisdictions, that (i) is issued by a bank authorized to do business in New York State and whose long-term unsecured obligations are rated at least A- by S&P and A3 by Moody's, (ii) having at the time of delivery, a term of at least one year, (iii) authorizes the Agency to draw up to the full amount thereof upon receipt by the issuing bank (the "Issuing Bank") of a certification signed by the Agency that amounts payable by the Company under this Agreement are past due beyond any applicable cure period, (iv) authorizes the Agency to draw up to the full amount thereof at any time during the thirty-day period prior to the expiration thereof if the then-existing PILOT Letter of Credit has not been extended for a term of one year or replaced by a substitute PILOT Letter of Credit satisfactory to the Agency on or prior to such thirty-day period, and (v) authorizes the Agency to draw up to the full amount thereof if, within thirty (30) days following receipt by the Company of notice from the Agency that the long-term unsecured obligations of the issuer of the PILOT Letter of Credit have fallen below A- by S&P or A3 by Moody's and the Company shall not have delivered to the Agency a replacement PILOT Letter of Credit satisfactory to the Agency. The PILOT Letter of Credit shall be in a form and provide for terms

reasonably customarily provided in similar letters of credit and in a form satisfactory to the Agency.

(c) **No Limitation.** The Agency's recourse against the Payment Security Escrow Account or the PILOT Letter of Credit shall neither limit nor preclude the Agency from exercising any and all remedies available under this Agreement by reason of the Company's failure to make any payments due under Paragraph 3 or as elsewhere required in this Agreement.

30. **Restatement of Agency/Company PILOT Agreement.** The Agency/Company PILOT Agreement is hereby amended and restated by this Agreement, and except to the extent contained in this Agreement, all provisions of the Agency/Company PILOT Agreement are hereby terminated, void, and of no further force and effect upon the execution of this Agreement by all parties hereto.

31. **Power and Authority.** Each of the parties hereto represents that it has the power to execute, deliver, and perform this Agreement and that its execution, delivery, and performance of this Agreement has been duly authorized by all requisite action on the part of its governing body.

32. **No Refunds.** Notwithstanding any administrative proceedings and/or litigation brought by or on the Company's behalf challenging the assessed value of the Project Facility or any assessment reductions provided in the Stipulation and Order, (a) the School District shall not be obligated to make any refund to the Company of any kind including, but not limited to, any portion of real property taxes already paid by Company to or on behalf of the School District at any time through and including June 30, 2013, and (b) the Company represents that it will not in the future make any demand of the School District, nor commence any administrative proceedings and/or litigation against the School District for any refund of any kind including, but not limited to, any portion of real property taxes already paid by Company to or on behalf of the School District at any time through and including June 30, 2013.

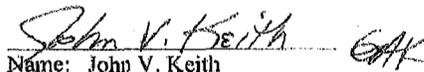
33. **Discontinuance of Valuation Litigation.** This Agreement is conditioned upon and shall not be effective until the Company, the Town, the New York State Department of Taxation and Finance, and the Attorney General of the State of New York approve, execute, and deliver the Stipulation and Order and the Supreme Court of the State of New York, County of Albany signs the Stipulation and Order. The form of the Stipulation and Order is attached hereto as Exhibit "E".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS



MILLENNIUM PIPELINE COMPANY, L.L.C.

By: 
Name: John V. Keith
Title: Vice President, Finance

ATTEST WITNESS:

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Steven H. Porath
Title: Executive Director

ATTEST WITNESS:

TOWN OF RAMAPO

By: _____
Name: Christopher P. St. Lawrence
Title: Town Supervisor

ATTEST WITNESS:

RAMAPO CENTRAL SCHOOL DISTRICT

By: _____
Name: Douglas S. Adams
Title: Superintendent

ATTEST WITNESS:

COUNTY OF ROCKLAND

By: _____
Name: C. Scott Vanderhoef
Title: County Executive

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

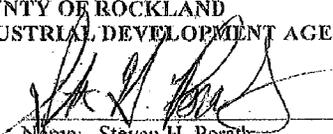
MILLENNIUM PIPELINE COMPANY, L.L.C.

By: _____
Name: Rocco J. D'Alessandro
Title: President

ATTEST WITNESS:

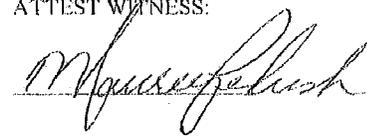
COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

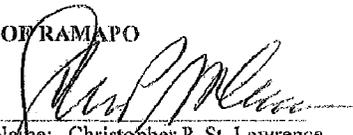


By: 
Name: Steven H. Porath
Title: Executive Director

ATTEST WITNESS:

TOWN OF RAMAPO

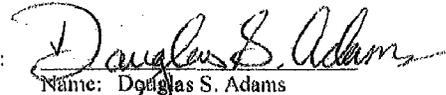


By: 
Name: Christopher P. St. Lawrence
Title: Town Supervisor

ATTEST WITNESS:

RAMAPO CENTRAL SCHOOL DISTRICT



By: 
Name: Douglas S. Adams
Title: Superintendent

ATTEST WITNESS:

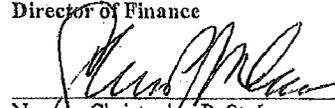
COUNTY OF ROCKLAND

By: _____
Name: C. Scott Vanderhoef
Title: County Executive

ACCEPTED AND CONSENTED TO:
PILOT ESCROW AGENT

Town of Ramapo,
Director of Finance

By:


Name: Christopher P. St. Lawrence
Title: Director of Finance

Introduced by:

Referral No. 7070

Hon. Michael M. Grant, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Douglas J. Jobson, Sponsor

**RESOLUTION NO. 507 OF 2013
OF THE LEGISLATURE OF THE COUNTY OF ROCKLAND,
AMENDING RESOLUTION NO. 850 OF 1983, AS LAST AMENDED BY
RESOLUTION NO. 394 OF 2011, TO IMPOSE AN
ADDITIONAL RATE OF SALES AND COMPENSATING USE TAXES**

Mr. Grant offered the following resolution, which was seconded by Mr. Soskin and unanimously adopted:

Be it enacted by the Legislature of the County of Rockland, as follows:

SECTION 1. The first sentence of section two of Resolution No. 850, as enacted in 1983, and as amended by Resolution No. 394 of 2011, is amended to read as follows:

SECTION 2. Imposition of sales tax.

There is hereby imposed and there shall be paid a tax of three percent (3%), and for the period commencing March 1, 2002, and ending November 30, 2015, there is hereby imposed and there shall be paid an additional tax of five-eighths of one percent (5/8%), upon:

SECTION 2. Subdivision (h) of section three of Resolution No. 850, as enacted in 1983, and as amended by Resolution No. 394 of 2011, is amended to read as follows:

(h) With respect to the additional tax of five-eighths of one percent imposed for the period commencing March 1, 2002, and ending November 30, 2015, the provisions of subdivisions (a), (b), (c), (d) and (e) of this section apply, except that for the purposes of this subdivision, all references in said subdivisions (a), (b), (c) and (d) to an effective date shall be read as referring to March 1, 2002, all references in said subdivision (a) to the date four months prior to the effective date shall be read as referring to November 1, 2001, and the reference in subdivision (b) to the date immediately preceding the effective date shall be read as referring to February 28, 2002. Nothing herein shall be deemed to exempt from tax at the rate in effect prior to March 1, 2002, any transaction which may not be subject to the additional tax imposed effective on that date.

SECTION 3. Section four of Resolution No. 850, as enacted in 1983, and as amended by Resolution No. 394 of 2011, is amended to read as follows:

SECTION 4. Imposition of compensating use tax.

(a) Except to the extent that property or services have already been or will be subject to the sales tax under this enactment, there is hereby imposed on every person a use tax for the use within this taxing jurisdiction on and after March 1, 2002, except as otherwise exempted under this enactment, (A) of any tangible personal property purchased at retail, (B) of any tangible personal property (other than computer software used by the author or other creator) manufactured, processed or assembled by the user, (i) if items of the same kind of tangible personal property are offered for sale by him in the regular course of business or (ii) if items are used as such or incorporated into a structure, building or real property, by a contractor, subcontractor or repairman in erecting structures or buildings, or building on, or otherwise adding to, altering, improving, maintaining, servicing or repairing real property, property or land, as the terms real property, property or land are defined in the real property tax law, if items of the same kind are not offered for sale as such by such contractor, subcontractor or repairman or other user in the regular course of business, (C) of any of the services described in paragraphs (1), (7) and (8) of subdivision (c) of section two, (D) of any tangible personal property, however acquired, where not acquired for purposes of resale, upon which any of the services described under paragraphs (2), (3) and (7) of subdivision (c) of section two have been performed, (E) of any telephone answering service described in subdivision (b) of section two and (F) of any computer software written or otherwise created by the user if the user offers software of a similar kind for sale as such or as a component part of other property in the regular course of business.

(b) For purposes of clause (A) of subdivision (a) of this section, for the period commencing March 1, 2002, and ending November 30, 2015, the tax shall be at the rate of three and five-eighths percent (3 5/8%), provided, however, on and after December 1, 2015, the tax shall be at the rate of three percent (3%), of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(c) For purposes of subclause (i) of clause (B) of subdivision (a) of this section, for the period commencing March 1, 2002, and ending November 30, 2015, the tax shall be at the rate of three and five-eighths percent (3 5/8%), provided, however, on and after December 1, 2015, the tax shall be at the rate of three percent (3%), of the price at which items of the same kind of tangible personal property are offered for sale by the user, and the mere storage, keeping, retention or withdrawal from storage of tangible personal property by the person who manufactured, processed or assembled such property shall not be deemed a taxable use by him.

(d) For purposes of subclause (ii) of clause (B) of subdivision (a) of this section, for the period commencing March 1, 2002, and ending November 30, 2015, the tax shall be at the rate of three and five-eighths percent (3 5/8%), provided, however, on and after December 1, 2015, the tax shall be at the rate of three percent (3%), of the consideration given or contracted to be given for the tangible personal property manufactured, processed or assembled into the tangible personal property the use of which is subject to tax, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one.

(e) Notwithstanding the foregoing provisions of this section, for purposes of clause (B) of subdivision (a) of this section, there shall be no tax on any portion of such price which represents the value added by the user to tangible personal property which he fabricates and installs to the specifications of an addition or capital improvement to real property, property or land, as the terms real property, property or land are defined in the real property tax law, over and above the prevailing normal purchase price prior to such fabrication of such tangible personal property which a manufacturer, producer or assembler would charge an unrelated contractor who similarly fabricated and installed such tangible personal property to the specifications of an addition or capital improvement to such real property, property or land.

(f) For purposes of clauses (C), (D) and (E) of subdivision (a) of this section, for the period commencing March 1, 2002, and ending November 30, 2015, the tax shall be at the rate of three and five-eighths percent (3 5/8%), provided, however, on and after December 1, 2015, the tax shall be at the rate of three percent (3%), of the consideration given or contracted to be given for the service, including the consideration for any tangible personal property transferred in conjunction with the performance of the service and also including any charges for shipping and delivery of the property so transferred and of the tangible personal property upon which the service was performed as such charges are described in paragraph three of subdivision (b) of section one.

(g) For purposes of clause (F) of subdivision (a) of this section, for the period commencing March 1, 2002, and ending November 30, 2015, the tax shall be at the rate of three and five-eighths percent (3 5/8%), provided, however, on and after December 1, 2015, the tax shall be at the rate of three percent (3%), of the consideration given or contracted to be given for the tangible personal property which constitutes the blank medium, such as disks or tapes, used in conjunction with the software, or for the use of such property, and the mere storage, keeping, retention or withdrawal from storage of computer software described in such clause (F) by its author or other creator shall not be deemed a taxable use by such person.

SECTION 4. Section 4-A of Resolution No. 850, as enacted in 1983, and as amended by Resolution No. 394 of 2011, is amended to read as follows:

SECTION 4-A. Imposition of additional rate of sales and compensating use taxes.

Pursuant to the authority of section 1210 of the Tax Law, in addition to the sales and compensating use taxes imposed by sections 2 and 4 of this resolution, there is hereby imposed and there shall be paid an additional three-eighths of one percent rate of such sales and compensating use taxes, for the period beginning March 1, 2007, and ending November 30, 2015. Such additional taxes shall be identical to the taxes imposed by such sections 2 and 4 and shall be administered and collected in the same manner as such taxes. All of the provisions of this resolution relating or applicable to the administration and collection of the taxes imposed by such sections 2 and 4 shall apply to the additional taxes imposed by this section, including the applicable transitional provisions, limitations, special provisions, exemptions, exclusions, refunds and credits as are set forth in this resolution, with the same force and effect as if those provisions had been incorporated in full into this section and had expressly referred to the additional taxes imposed by this section.

SECTION 5. Paragraph (D) of subdivision (1) of section eleven of Resolution No. 850, as enacted in 1983, and as amended by Resolution No. 394 of 2011, is amended to read as follows:

(D)(i) With respect to the additional tax of five-eighths of one percent imposed for the period beginning March 1, 2002, and ending November 30, 2015, in respect to the use of property used by the purchaser in this county prior to March 1, 2002.

(ii) With respect to the additional tax of three-eighths of one percent imposed for the period March 1, 2007, and ending November 30, 2015, in respect to the use of property used by the purchaser in this county prior to March 1, 2007.

SECTION 6. Subdivision (c) of section fourteen of Resolution No. 850, as enacted in 1983, and as amended by Resolution No. 394 of 2011, is amended to read as follows:

(c) Notwithstanding any provision of this resolution to the contrary, and pursuant to the authority of section 1262-l of the New York Tax Law:

(i) With respect to the additional five-eighths percent rate of tax imposed during the period beginning March first, two thousand two, and ending November thirtieth, two thousand fifteen, twenty percent of the net collections from such additional five-eighths percent rate shall be allocated and paid in cash, quarterly, directly to the towns in the county on the basis of the respective populations of the towns, determined in accordance with the latest decennial federal census or special population census taken pursuant to section twenty of the general municipal law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the county, to be used for any town purpose.

However, where a town contains all or a part of one or more villages, the amount to be allocated quarterly to such town, as provided in the prior sentence, shall instead be further allocated and paid in cash, quarterly, directly to such town and to each such village or villages, on the basis of the respective populations of the portion of such town outside such village or villages and of each such village or portion thereof in the town, such populations determined in accordance with the latest decennial federal census or special population census taken pursuant to section twenty of the general municipal law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the county; in which case the town shall apply its share, first, to reduce taxes levied for part-town activities, and any balance remaining or portion thereof, in the discretion of the town board, may be applied to reduce general town taxes, county taxes levied in the area of the town outside of such villages or may be used for part-town activities or any combination thereof.

(ii) With respect to the additional three-eighths percent rate of tax imposed during the period beginning March first, two thousand seven, and ending November thirtieth, two thousand fifteen, sixteen and two-thirds percent of the net collections from such additional three-eighths percent rate shall be allocated and distributed to the general funds of towns and villages within the county of Rockland with existing town and village police departments from March first, two thousand seven, through December thirty-first, two thousand seven, and thirty-three and one-third percent of the net collections from such additional rate from January first, two thousand eight, through November thirtieth, two thousand fifteen. The monies allocated and distributed pursuant to this paragraph (ii) shall be allocated and distributed to towns and villages with police departments on the basis of the number of full-time equivalent police officers employed by each police department and shall not be used for salaries heretofore or hereafter negotiated.

SECTION 7. This enactment shall take effect December 1, 2013.

Introduced by:

Referral No. 7342

- Hon. Alden H. Wolfe, Sponsor
- Hon. Michael M. Grant, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Aney Paul, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor

**RESOLUTION NO. 508 OF 2013
 APPROVING ACCEPTANCE OF INSURANCE RECOVERY FUNDS
 IN THE AMOUNT OF \$10,420.45 (NCTD) FOR REPAIRS TO THE SHERIFF'S
 MARINE UNIT METALCRAFT BOAT THAT WAS DAMAGED BY FIRE
 [OFFICE OF THE SHERIFF]
 (\$10,420.45)**

Mr. Grant offered the following resolution, which was seconded by Mrs. Paul and unanimously adopted:

WHEREAS, The County Executive and the Legislature of Rockland County have been advised by the Office of the Sheriff that it has recently received insurance recovery funds in the amount of \$10,420.45 for repairs to the Sheriff's Marine Unit Metalcraft boat that was damaged during a fire at the marina on June 20, 2013; and

WHEREAS, No County tax dollars (NCTD) are required to accept these funds; and

WHEREAS, It is necessary to appropriate these funds to the proper account; and

WHEREAS, The Planning and Public Works and Budget and Finance Committees of the Legislature have met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves the acceptance of insurance recovery funds in the amount of \$10,420.45 for repairs to the Sheriff's Marine Unit Metalcraft boat that was damaged during a fire at the marina on June 20, 2013; and be it further

RESOLVED, That No County tax dollars (NCTD) are required to accept these funds; and be it further

RESOLVED, That the Commissioner of Finance is hereby authorized to increase the following accounts in the amounts indicated:

GENERAL FUND - 2013

<u>Increase Approp. Acct. (Credit):</u>		
A-SHF-3113-E4090	Fees for Services, Non-Employee	10,421
<u>Increase Est. Rev. Acct. (Debit):</u>		
A-SHF-3113-R2680	Insurance Recoveries	10,421

Legislator Douglas J. Jobson arrived to the meeting at 7:22 p.m.

Introduced by:

Referral No. 5906

Hon. Alden H. Wolfe, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Aney Paul, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor

**RESOLUTION NO. 509 OF 2013
APPROVING THE PURCHASES IN EXCESS OF \$100,000
FROM SLACK CHEMICAL CO., INC. FOR THE ROCKLAND COUNTY
SEWER DISTRICT #1 UNDER RFB-RC-2011-030
FOR THE SECOND YEAR OPTION TERM
IN A TOTAL AMOUNT NOT TO EXCEED \$100,500
FOR THE FULL PERIOD FROM MAY 31, 2011 THROUGH MAY 30, 2014
WITH TWO (2) REMAINING ONE (1) YEAR OPTION TERMS
WITH ALL PURCHASES TO BE MADE BY FORMAL PURCHASE ORDER
[DEPARTMENT OF GENERAL SERVICES – DIVISION OF PURCHASING]
(\$100,500)**

Mr. Grant offered the following resolution, which was seconded by Mr. Wieder and unanimously adopted:

WHEREAS, The Director of Purchasing requested bids for chemicals – wastewater – chlorine gas, chemicals, degreaser, lubricants and cleaning solvents under RFB-RC-2011-030 (the “RFB”) for a period of one (1) year with four (4) additional one (1) year option terms; and

WHEREAS, Two hundred seventy-five (275) vendors were notified of the RFB, and the County received twenty (20) responses; and

WHEREAS, Five (5) bidders responded to line item #11, which was for sodium bisulfite solution, which is delivered in bulk to the Rockland County Sewer District #1; and

WHEREAS, The Director of Purchasing determined that Slack Chemical Co. (“Slack”), Inc., 465 So. Clinton Street, Carthage, New York 13619, was the lowest responsive, responsible bidder for line item #11, and it awarded the contract to Slack for the period from May 31, 2011 through May 30, 2012 with four (4) additional one (1) year option terms; and

WHEREAS, The Director of Purchasing has authorized the extension of the second year option term from May 31, 2013 through May 30, 2014, and the Rockland County Sewer District #1 has estimated that an additional 17,000 gallons of sodium bisulfite solution may be needed during this term; and

WHEREAS, Prior to extending the second year option term, the Purchasing Department negotiated a reduced per gallon rate from \$1.495 to \$1.395 per gallon, resulting in an annual savings of \$1,700; and

WHEREAS, To date, the expenditures under this contract total \$76,740.90; and

WHEREAS, The Director of Purchasing recommends to the County Executive and the Legislature of Rockland County that the County approve the purchases in excess of \$100,000 from Slack for sodium bisulfite solution, which is to be delivered in bulk to the Rockland County Sewer District #1, during the second year option term for a total amount not to exceed \$100,500 for the full period from May 31, 2011 through May 30, 2014, with two (2) remaining one (1) year option terms; and

WHEREAS, All purchases will be initiated by formal purchase order; and

WHEREAS, Sufficient funding for the purchases is provided for in the 2013 Budget of the Rockland County Sewer District #1 and is contingent upon 2014 budget appropriations; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve the "execution of all contracts in excess of \$100,000 entered into by the County"; and

WHEREAS, The Planning and Public Works and Budget and Finance Committees of the Legislature have met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves the purchases in excess of \$100,000 from Slack Chemical Co., Inc., 465 So. Clinton Street, Carthage, New York 13619, for sodium bisulfite solution, which is to be delivered in bulk to the Rockland County Sewer District #1, during the second year option term for a total amount not to exceed \$100,500 for the full period from May 31, 2011 through May 30, 2014, with two (2) remaining one (1) year option terms, and with all purchases to be made by formal purchase order, subject to the approval of the Director of Purchasing; and be it further

RESOLVED, That sufficient funding for the purchases is provided for in the 2013 Budget of the Rockland County Sewer District #1 and is contingent upon 2014 budget appropriations.

Introduced by:

Referral No. 3977

- Hon. Michael M. Grant, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Douglas J. Jobson, Sponsor

**RESOLUTION NO. 510 OF 2013
 APPROVING THE SUBMISSION OF THE
 SUBSTANTIAL AMENDMENT TO THE
 CONSOLIDATED/ACTION PLAN FOR FY2013
 TO THE U.S. DEPARTMENT OF HOUSING
 AND URBAN DEVELOPMENT AND APPROVING
 EXECUTION OF BY COUNTY EXECUTIVE
 OF ALL NECESSARY INSTRUMENTS AND DOCUMENTS
 [OFFICE OF COMMUNITY DEVELOPMENT]
 (\$171,814.00)**

Mr. Grant offered the following resolution, which was seconded by Mr. Earl, Mrs. Paul and Mr. Soskin and unanimously adopted:

WHEREAS, By Resolution 207 of 2013 the County of Rockland approved the submission of the Consolidated/Action Plan for FY 2013 to the U.S. Department of Housing and Urban Development (HUD) and approved the execution by the County Executive of all necessary instruments and documents related thereto; and

WHEREAS, The County Executive executed and submitted the County's Consolidated/Action Plan for FY2013 as recommended by the County Consortium, to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, At that time the County of Rockland was advised by the Department of HUD that its Community Development allocation for the Program Year 2013 would be approximately \$4,700,000; and

WHEREAS, By Resolution 373 of 2013 the County of Rockland approved the submission of the final Consolidated/Action Plan for FY 2013 to the U.S. Department of Housing and Urban Development (HUD) and approved the execution by the County Executive of all necessary instruments and documents related thereto in an amount equal to \$4,796,571; and

WHEREAS, The County of Rockland has recently been advised by HUD that the County of Rockland is eligible for a reallocation amount that will be available on or about August 26, 2013;

WHEREAS, The County of Rockland can become eligible for an additional distribution of CDBG funds in the amount of \$171,814.00 to be awarded to the County in excess of the current funding;

WHEREAS, WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve "execution of all contracts in excess of \$100,000 entered into by the County;" and

WHEREAS, The Budget and Finance Committee of the Legislature has met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves the execution and submission by the County Executive of the Substantial Amendment to the County's Consolidated/Action Plan for FY2013, as recommended by the County Consortium, to the U.S. Department of Housing and Urban Development (HUD), and be it further

RESOLVED, That, upon approval of the Substantial Amendment to the County's Consolidated/Action Plan for FY2013 to HUD, the Legislature of Rockland County hereby approves, generally and pursuant to Local Law No. 18 of 1996, the execution by the County Executive of the grant agreement and of any and all necessary instruments and documents with respect to the federal funds in furtherance of the Plan submission and program, subject to the approval of the County Attorney, and be it further

RESOLVED, That, upon approval of the submitted Substantial Amendment to the Consolidated/Action Plan for FY2013 by HUD and upon execution of the grant agreement by the County Executive and by HUD, the Commissioner of finance of the County of Rockland be and is hereby authorized, empowered and directed to establish new accounts for the FY2013 Community Development funds.

Introduced by:

Referral No. 6704

- Hon. Michael M. Grant, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Douglas J. Jobson, Sponsor

**RESOLUTION NO. 511 OF 2013
 APPROPRIATION OF FEDERAL FORFEITURE FUNDS
 REQUESTED BY THE OFFICE OF THE DISTRICT ATTORNEY
 TO PURCHASE PORTABLE/VEHICLE MOUNTED RADIOS
 AND OTHER ITEMS/SERVICES RELATED TO THESE RADIOS AND
 TO COVER VARIOUS EXPENSES CONNECTED TO CRIMINAL INVESTIGATIONS
 [OFFICE OF THE DISTRICT ATTORNEY]
 (\$50,000)**

Mr. Grant offered the following resolution, which was seconded by Mrs. Low-Hogan, Mrs. Paul and Mr. Soskin and unanimously adopted:

WHEREAS, The Office of the District Attorney has requested that \$50,000 of federal forfeiture funds in balance sheet account A-8890 (Designated for the DA - Federal Proceeds) be appropriated to purchase portable/vehicle mounted radios and other items/services related to these radios and to cover various expenses connected to criminal investigations; and

WHEREAS, There is no expiration date required for use of these funds; and

WHEREAS, The adoption of this resolution does not involve the expenditure of any County funds since sufficient funds to cover total \$50,000 appropriation exists within said balance sheet account; and

WHEREAS, The use of these funds for said purposes is permitted under federal guidelines; and

WHEREAS, The Budget and Finance Committee of the Legislature has met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, That the Commissioner of Finance is hereby authorized to increase the following accounts in the amounts indicated:

GENERAL FUND - 2013

Increase Approp. Acct. (Credit):

A -DA -1165	-FA02	-E3500	Forfeiture Funds - Supplies	25,000
		-E4500	Forfeiture Funds - Services	25,000

Increase Approp. Fund Bal. (Debit):

A-UNC-9990-R5990	(Designated for the DA - Federal Proceeds)	50,000
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Introduced by:

Referral No. 6704

- Hon. Michael M. Grant, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Douglas J. Jobson, Sponsor

**RESOLUTION NO. 512 OF 2013
 APPROPRIATION OF FORFEITURE FUNDS
 REQUESTED BY THE OFFICE OF THE DISTRICT ATTORNEY
 TO PURCHASE SUPPLIES FOR OFFICE OPERATIONS AND
 TO COVER ALTERNATIVES TO INCARCERATION CASE
 MANAGEMENT SERVICES, LOCAL TRAVEL, INTERPRETERS,
 COURT REPORTERS, EXPERTS AND CONSULTANTS
 [OFFICE OF THE DISTRICT ATTORNEY]
 (\$100,000)**

Mr. Grant offered the following resolution, which was seconded by Mr. Hood, Jr. and unanimously adopted:

WHEREAS, The Office of the District Attorney has requested that \$100,000 of forfeiture funds in balance sheet account A-8896 (Reserved for the DA - Crime Proceeds) be appropriated to the District Attorney to purchase supplies for office operations and to cover alternatives to incarceration case management services, local travel, interpreters, court reporters, experts and consultants; and

WHEREAS, There is no expiration date required for use of these funds; and

WHEREAS, The adoption of this resolution does not involve the expenditure of any County funds since sufficient funds to cover total \$100,000 appropriation exists within said balance sheet account; and

WHEREAS, This is an authorized use of forfeiture funds under applicable rules; and

WHEREAS, The Budget and Finance Committee of the Legislature hasmet, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Commissioner of Finance is hereby authorized to increase the following accounts in the amounts indicated:

GENERAL FUND - 2013

Increase Approp. Acct. (Credit):

A -DA -1165 -FA03	-E3500	Forfeiture Funds - Supplies	25,000
	-E4500	Forfeiture Funds - Services	75,000

Increase Approp. Fund Bal. (Debit):

A-UNC-9990-R5990	(Reserved for the DA - Crime Proceeds)	100,000
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Introduced by:

Referral No. 7253

Hon. Harriet D. Cornell, Sponsor
Hon. Alden H. Wolfe Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Douglas J. Jobson, Sponsor

**RESOLUTION NO. 513 OF 2013
RECLASSIFYING ONE POSITION IN
THE DISTRICT ATTORNEY'S OFFICE**

Mr. Grant offered the following resolution, which was seconded by Mr. Jobson and unanimously adopted:

WHEREAS, The District Attorney has requested a classification review of one position in the District Attorney's Office, and

WHEREAS, The Department of Personnel has conducted such a review and has made an appropriate civil service classification, and

WHEREAS, The District Attorney is requesting no additional funds to implement this reclassification, and

WHEREAS, The Budget and Finance Committee of this Legislature has met, reviewed and unanimously approved the implementation of this reclassification, now, therefore, be it

RESOLVED, That one position of Senior Criminal Investigator, position #9114 (\$97,890 - \$118,581) be hereby established in the District Attorney's Office – 3190, and be it further

RESOLVED, That one position of Criminal Investigator, position #0537 – (\$83,591 - \$101,200) be hereby concurrently abolished.

Introduced by:

Referral No. 6394

- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Nancy Low-Hogan, Co-Sponsor
- Hon. Toney L. Earl, Co-Sponsor
- Hon. Joseph L. Meyers, Co-Sponsor
- Hon. Patrick J. Moroney, Co-Sponsor
- Hon. Aney Paul, Co-Sponsor
- Hon. Philip Soskin, Co-Sponsor
- Hon. Aron B. Wieder, Co-Sponsor

**RESOLUTION NO. 514 OF 2013
 OPPOSING UNITED WATER NEW YORK’S REQUESTS TO THE NEW YORK
 STATE PUBLIC SERVICE COMMISSION FOR A SURCHARGE TO COVER
 PRE-CONSTRUCTION COSTS OF THE PROPOSED DESALINATION PLANT
 AND FOR A RATE INCREASE**

Mrs. Low-Hogan offered the following resolution, which was seconded by Mr. Earl, Mr. Jobson, Mr. Meyers, Mr. Moroney, Mrs. Paul, Mr. Schoenberger, Mr. Soskin and Mr. Wieder and unanimously adopted:

WHEREAS, United Water New York (UWNY) has made two applications before the New York State Public Service Commission (PSC) in case number 13-W-0295:

- (1) UWNY is seeking permission to charge a Long-Term Water Supply Surcharge (LTWSS) to recover the costs they claim to have incurred to date for the pre-construction planning of the proposed Hudson River desalination plant, and
- (2) UWNY is seeking a water rate increase of approximately 29% to compensate them for the costs of infrastructure improvement and increases in property tax liabilities;

and

WHEREAS, the proposed LTWSS would add approximately \$15 to residential quarterly bills, while the proposed rate increase would add approximately \$36 to residential quarterly bills; and

WHEREAS, it should be UWNY’s stockholders and not the customers who bear the burden of the business’ pre-construction costs, particularly when it still has not been conclusively demonstrated that a desalination plant is the appropriate solution to address summer peak demand; and

WHEREAS, the Rockland County legislature questions the need for the water desalination plant, because while it would allegedly make millions of gallons of water available to the residents of Rockland County, UNWY is currently releasing similar amounts of water each day from the Lake DeForest reservoir into New Jersey; and

WHEREAS, the Rockland County Legislature is of the opinion that the proposed 29% rate increase is unwarranted for the following reasons:

- 1) first and foremost, in these difficult economic times, any rate increase creates a real financial hardship for UWNY customers;
- 2) the rate increase is not necessary; rather it is being proposed in order to offset the cost of constructing the water desalination plant;
- 3) the rate increase is for the purpose of having UWNY customers pay in advance for the added water supply that is allegedly needed and will supposedly be generated by the future desalination plant; and
- 4) we have not seen a detailed pre-construction budget and therefore have no basis to determine whether the \$54 million incurred to date for the pilot project and proposed plant are legitimate expenses;

and

WHEREAS, the Environmental Committee has met, considered and by a unanimous vote, approved this resolution; now therefore be it

RESOLVED, that the Rockland County legislature hereby urges the New York State Public Service Commission to reject United Water New York's proposed Long-Term Water Supply Surcharge and rate increase of twenty-nine percent (29%); and be it further

RESOLVED, that the Clerk to the Legislature be and is hereby authorized and directed to send a certified copy of this resolution for inclusion in the record of the public hearing on this matter to the commissioners of the Public Service Commission: Garry A. Brown, Chairman; Patricia L. Acampora; Greg C. Sayre; Audrey Zibelman; and Diane X. Burman; and the leadership of United Water New York: Michael Pointing (General Manager and Vice President); Chris Graziano (Director, Operations); Josh Engelking, (Manager, Operations – Production); John Moolick (Manager, Operations - Transmission & Distribution); Roberto Hernandez (Manager, Customer Service); Meritzell Torres, (Manager, Planning); and Deb Rizzi (Director, Communications) and to such other persons as the Clerk, in his discretion, may deem proper in order to effectuate the purpose of this resolution..

**RESOLUTION NO. 515 OF 2013
WAIVE THE RULES OF THE LEGISLATURE
TO CONSIDER PROPOSED RESOLUTIONS
UNDER NEW BUSINESS**

Mr. Schoenberger offered the following resolution, which was seconded by Mr. Jobson and Mr. Sparaco and unanimously adopted:

RESOLVED, that the Rules of the Legislature be waived to consider Resolution No.'s 516, 517 and 518 of 2013 as stated for the period October 1, 2013 through November 2, 2013, under New Business.

Debate:

Mr. Schoenberger

There are three items for new business. I am going to move to Waive the Rules for those three items, but I am not going to move to Waive the Rules for the resolutions as presented. I am going to Waive the Rules to consider the resolutions for the period October 1, 2013 through November 2, 2013 without the two options to renew so they have to come back to us with options to renew.

Chairwoman Cornell

Are you going to offer an amendment to the resolutions?

Mr. Schoenberger

If I move to Waive the Rules as stated for the period October 1, 2013 through November 2, 2013 it is not necessary.

Chairwoman Cornell

It has been moved to Waive the rules as stated for a one-month period - for the period October 1, 2013 through November 2, 2013 for the three resolutions.

NEW BUSINESS
Referral No. 8293

Introduced by:
Hon. Harriet D. Cornell, Sponsor

**RESOLUTION NO. 516 OF 2013
APPROVING CONTRACT IN EXCESS OF \$100,000
WITH HUDSON TRANSIT CORP.
TO OPERATE THE TAPPAN ZEEXPRESS BUS SERVICE
FOR THE PERIOD FROM OCTOBER 1, 2013 THROUGH NOVEMBER 2, 2013
FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$302,346
(NO COUNTY TAX DOLLARS)
AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
[DEPARTMENT OF PUBLIC TRANSPORTATION]
(\$302,346)**

Mr. Schoenberger offered the following resolution, which was seconded by Mr. Jobson, Mr. Meyers, Mr. Moroney, Mr. Soskin and Mr. Sparaco and unanimously adopted:

WHEREAS, As required by the Federal Transit Administration, the County of Rockland competitively bid the contract for the operation of its TAPPAN ZEEXPRESS (TZX) bus service, which bid has been awarded to Brega Transport Corp.; and

WHEREAS, Brega Transport Corp. and the Department of Public Transportation are currently working on a transition process to ensure a smooth and seamless transition of the operation of the TAPPAN ZEEXPRESS (TZX) bus service from Hudson Transit Corp. to Brega Transport Corp.; and

WHEREAS, The County Executive and the Legislature of Rockland County have been advised by the Department of Public Transportation that, in order to provide continued TAPPAN ZEEXPRESS (TZX) bus service, it is necessary for the County to enter into an agreement with Hudson Transit Corp., 4 Leisure Lane, Mahwah, New Jersey 07430, for the period October 1, 2013 through November 2, 2013 at a rate of \$9,162 per day for a total term amount not to exceed \$302,346; and

WHEREAS, It is anticipated that the transition process may be complete and Brega Transport Corp. will begin operation of the TAPPAN ZEEXPRESS (TZX) bus service on or about November 3, 2013; and

WHEREAS, The adoption of this resolution does not involve the expenditure of any County tax dollars; and

WHEREAS, Funds for this agreement are provided by the Metropolitan Transportation Authority (MTA) local discretionary funds, the Federal Transit Administration (FTA), and the State of New York, and exist in Account E5410 of the Department of Public Transportation; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve "execution of all contracts in excess of \$100,000 entered into by the County,"; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves the contract in excess of \$100,000 for operation of the TAPPAN ZEEXPRESS (TZX) bus service with Hudson Transit Corp., 4 Leisure Lane, Mahwah, New Jersey 07430, for the period October 1, 2013 through November 2, 2013 at a rate of \$9,162 per day for a total term amount not to exceed \$302,346 and authorizes its execution by the County Executive, subject to the approval of the County Attorney, and be it further

RESOLVED, That the agreement will require the expenditure of no County tax dollars; and be it further

RESOLVED, That sufficient funds for this agreement are provided by MTA, FTA and the State of New York, and exist in Account E5410 of the Department of Public Transportation.



Debate:Mr. Schoenberger

Some of you may remember that at the beginning of the year the County Executive proposed a resolution to extend the contracts that we are voting on tonight, all three of these, for six months with an option to renew for two additional three month periods, which would have put them through the end of the year. This Legislature at that time voted not to go along with that and gave the County Executive a three month extension, then he came back for another three month extension, then he came back for another three month extension. It has been approximately a year since September 14, 2012 that this Legislature passed a resolution awarding the contract to the then low bidder. As we sit here tonight, no contract has been effectuated, one year later.

My motion to Waive the Rules and my moving of this resolution to extend it for one month is to give a clear message to the County Executive that this has been dragging on way-way too long and that the contract that was authorized by this Legislature, which he vetoed and we overrode, should be put into effect. I also note, and for the record my recollection is, that to continue with these three contractors instead of awarding it to the low bidder costs about \$37,000 more per month to operate the bus system.

This has been going on for three years and it has to come to an end. I am opposed to allowing this to drag on through the end of the year. When the County Executive is gone and the new County Executive who comes into office on January, it won't be me it will be somebody else, will then have to walk in and have to pick up this problem, which has been lingering for three years. By extending for one month only we should be giving a clear message to the administration that this matter should be resolved by this administration, who created this problem from the very beginning, before they leave office and not to leave it on the shoulders of our next County Executive.

Mrs. Low-Hogan

What exactly is happening? Is this in the courts? What is happening? What is going to happen in a month? I am not sure who can answer these questions, but I really don't know what the answers are. Does anybody know the answers?

Chairwoman Cornell

I don't know the answer to the question as to why we are at this point right now, because I had received a copy of a letter from the Transportation Commissioner maybe a month ago saying that they were on target to be prepared and ready to go. Now this has come asking for the extension. I don't know exactly what the reason is, but we can certainly find out.

Mr. Day

As I recollect, the last time we authorized this it was represented to us that it was going to be the last extension. I concur 100% with the one-month extension. I find this frustrating. The people who use the system are being held hostage. This body made a judgment last time to take the word of the administration and move forward to protect the folks who use this system/buses. Basically, we did the right thing. It is quite maddening to see this again in front of us knowing full well that in the balance of our decision comes the fact that we need to have a comprehensive transportation system. It is wrong. It is a sad commentary that we cannot take the word of the administration on this matter. I support this, so we make sure that the bus system is running. I think this entire matter is in the hands of the administration and they are not playing square with us and it is a sad commentary to see that. I will support the one-month extension. I don't know how I will feel in a month, because at some point this has got to stop, but I will support it this evening.

Mr. Meyers

I totally agree with the substance of what is being done. I think it is dubious from a procedural standpoint to move to suspend the rules based on a part of a resolution that is before us. Without making a big to-do over it I would just like Counsel to tell us what is being deleted from the resolution that is in front of us so we know what we are voting on.

Mr. McKay, Legal Counsel

It is my understanding that the motion made by Legislator Schoenberger is to delete the reference to the two options for term extension through December 31, 2013 and only go with the initial language in here dealing with the extension for the period October 1, 2013 through November 2, 2013.

Mr. Schoenberger

My motion was to Waive the Rules to consider resolutions that only have until November 2, 2013 so that is the only thing before us.

Chairwoman Cornell

What is puzzling people is whether that is enough to do or whether we actually need to remove the words or substitute.

Mr. Schoenberger

In the years I have been on the Legislative body we have sometimes taken under new business resolutions made on the floor that were never even presented to us in writing. This is presented to us by the administration. This is their request or so-called wish list. All I have done is modified their wish list. It didn't go out in the packet. It was put on the desk tonight. We don't have to accept a resolution prepared by the administration. We can change it any way we want and any time we want. If the will of the majority is to do opposite from what I said then someone could just make a motion to change it.

Chairwoman Cornell

That is fine.

Mr. Meyers

There is no question about that. I just want to know the words of the resolution we are adopting. If it is a verbal resolution that is fine. If it is the written one without certain words that is fine too as long as the extension options are omitted, which is what I believe we are voting on.

Mr. Schoenberger

That was my motion and I completely agree with you. We should all be clear on exactly what we are voting on before we are being asked to vote.

Mr. Moroney

I suggest you or somebody contact the Commissioner of Transportation and have him appear before the Budget and Finance Committee or Legislature before this expires so that we get better clarification as to where we are with this contract and what to do about it.

Chairwoman Cornell

It is an appropriate idea to have him come before the Planning & Public Works Committee.

Mr. Grant

I think for the purposes of the resolution in the third Whereas we will put a comma after \$302,346, and delete everything through \$842,904 and the same will apply to the Resolved and Caption.

Can we make it a standing discussion item/referral for all Planning & Public Works Committee meetings through November 2nd? They have to come back every two weeks and tell us exactly where they are, what they are doing and whether or not they plan to be on schedule and on time for this transition to be completed. It should be done next week when we have Planning & Public Works Committee, and the second week in October and then again the fourth week in October until this transition takes place.

Chairwoman Cornell

I think that is an excellent suggestion.

Mr. Schoenberger

I just want to clarify Michael. On the first Resolved it says, "...for the period October 1, 2013 through November 2, 2013 at the rate of \$9,162 per day for a total term amount of \$302,346." Below that, where it talks about the two options, will be taken out, including the same with the Whereas clause.

AMENDMENTS TO BE MADE THE SAME WAY ON THE NEXT TWO RESOLUTIONS BY
REMOVING THE TWO OPTIONS FOR TERM EXTENSIONS.

NEW BUSINESS
Referral No. 8293

Introduced by:
Hon. Harriet D. Cornell, Sponsor

**RESOLUTION NO. 517 OF 2013
APPROVING CONTRACT IN EXCESS OF \$100,000
WITH HUDSON TRANSIT CORP.
TO OPERATE THE TRANSPORT OF ROCKLAND (TOR)
ROUTE 93 PARTIAL BUS SERVICE
FOR THE PERIOD FROM OCTOBER 1, 2013 THROUGH NOVEMBER 2, 2013
FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$26,551.14
(NO COUNTY TAX DOLLARS)
AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
[DEPARTMENT OF PUBLIC TRANSPORTATION]
(\$26,551.14)**

Mr. Schoenberger offered the following resolution, which was seconded by Mr. Jobson and Mr. Moroney and unanimously adopted:

WHEREAS, As required by the Federal Transit Administration, the County of Rockland competitively bid the contract for the operation of its Transport of Rockland (TOR) Route 93 Partial bus service, which bid has been awarded to Brega Transport Corp.; and

WHEREAS, Brega Transport Corp. and the Department of Public Transportation are currently working on a transition process to ensure a smooth and seamless transition of the operation of the Transport of Rockland (TOR) Route 93 Partial bus service from Hudson Transit Corp. to Brega Transport Corp.; and

WHEREAS, The County Executive and the Legislature of Rockland County have been advised by the Department of Public Transportation that, in order to provide continued Transport of Rockland (TOR) Route 93 Partial bus service, it is necessary for the County to enter into an agreement with Hudson Transit Corp., 4 Leisure Lane, Mahwah, New Jersey 07430, for the period October 1, 2013 through November 2, 2013 at a rate of \$804.58 per day for a total term amount not to exceed \$26,551.14; and

WHEREAS, It is anticipated that the transition process may be complete and Brega Transport Corp. will begin operation of the Transport of Rockland (TOR) Route 93 Partial bus service on or about November 3, 2013; and

WHEREAS, Funds for this agreement are provided by the Metropolitan Transportation Authority (MTA) local discretionary funds, the Federal Transit Administration (FTA), and the State of New York, and exist in Account E5800 of the Department of Public Transportation; and

WHEREAS, The adoption of this resolution does not involve the expenditure of any County tax dollars; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve "execution of all contracts in excess of \$100,000 entered into by the County;"; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves the contract in excess of \$100,000 with Hudson Transit Corp., 4 Leisure Lane, Mahwah, New Jersey 07430, for operation of the Transport of Rockland (TOR) Route 93 Partial bus service, for the period October 1, 2013 through November 2, 2013 at a rate of \$804.58 per day for a total term amount not to exceed \$26,551.14, and authorizes its execution by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funds for this agreement are provided by MTA, FTA and the State of New York, and exist in Account E5800 of the Department of Public Transportation, and the agreement will require the expenditure of no County tax dollars.

Introduced by:
Hon. Harriet D. Cornell, Sponsor

**RESOLUTION NO. 518 OF 2013
APPROVING CONTRACT IN EXCESS OF \$100,000
WITH ROCKLAND TRANSIT CORP.
TO OPERATE THE TRANSPORT OF ROCKLAND (TOR)
BUS SERVICE ROUTES 59, 91, 92, 93, 94, 95, 97, LOOP 1, 2 AND 3
FOR THE PERIOD FROM OCTOBER 1, 2013 THROUGH NOVEMBER 2, 2013
FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,023,413.49
(NO COUNTY TAX DOLLARS)
AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
[DEPARTMENT OF PUBLIC TRANSPORTATION]
(\$1,023,413.49)**

Mr. Schoenberger offered the following resolution, which was seconded by Mr. Jobson and Mr. Wieder and unanimously adopted:

WHEREAS, As required by the Federal Transit Administration, the County of Rockland competitively bid the contract for the operation of its Transport of Rockland (TOR) bus service, which bid has been awarded to Brega Transport Corp.; and

WHEREAS, Brega Transport Corp. and the Department of Public Transportation are currently working on a transition process to ensure a smooth and seamless transition of the operation of the Transport of Rockland (TOR) Routes 59, 91, 92, 93, 94, 95, 97, Loop 1, 2 and 3, bus service from Rockland Transit Corp. to Brega Transport Corp.; and

WHEREAS, The County Executive and the Legislature of Rockland County have been advised by the Department of Public Transportation that, in order to provide continued Transport of Rockland (TOR) bus service, Routes 59, 91, 92, 93, 94, 95, 97, Loop 1, 2 and 3, it is necessary for the County to enter into an agreement with Rockland Transit Corp., 4 Leisure Lane, Mahwah, New Jersey 07430, for the period October 1, 2013 through November 2, 2013 at a rate of \$31,012.53 per day for a total term amount not to exceed \$1,023,413.49; and

WHEREAS, It is anticipated that the transition process may be complete and Brega Transport Corp. will begin operation of the Transport of Rockland (TOR) Routes 59, 91, 92, 93, 94, 95, 97, Loop 1, 2 and 3, bus service on or about November 3, 2013; and

WHEREAS, Funds for this agreement are provided by Metropolitan Transportation Authority (MTA) local discretionary funds, the Federal Transit Administration (FTA), and the State of New York, and exist in Account E5800 of the Department of Public Transportation; and

WHEREAS, The adoption of this resolution does not involve the expenditure of any County tax dollars; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve "execution of all contracts in excess of \$100,000 entered into by the County; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves the contract in excess of \$100,000 with Rockland Transit Corp., 4 Leisure Lane, Mahwah, New Jersey 07430, for operation of the TRANSPORT OF ROCKLAND (TOR) bus service, Routes 59, 91, 92, 93, 94, 95, 97, Loop 1, 2 and 3, for the for the period October 1, 2013 through November 2, 2013 at a rate of \$31,012.53 per day for a total term amount of \$1,023,413.49 in the amount not to exceed \$1,023,413.49 and authorizes its execution by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funds for this agreement are provided by MTA, FTA and the State of New York, and exist in Account E5800 of the Department of Public Transportation, and the agreement will require the expenditure of no County tax dollars.



Comments by Legislators:

Legislator Nancy Low-Hogan

I just want to say congratulations to the County Planning Department for the Digital Government Achievement Award.

Chairwoman Harriet D. Cornell

We all congratulate them for that.

**ADJOURNMENT IN MEMORY OF
FREDERICK T. ZUGIBE, PHD. M.D.**

Mr. Grant offered the following memorial, which was seconded by Mr. Hood, Jr. and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Frederick T. Zugibe, PhD., M.D.

**ADJOURNMENT IN MEMORY OF
MARY COBB**

Mr. Grant offered the following memorial, which was seconded by Mr. Hood, Jr. and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Mary Cobb.

**ADJOURNMENT IN MEMORY OF
JOSE PERALTA**

Mr. Hood, Jr. offered the following memorial, which was seconded by Mr. Grant and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Jose Peralta.

**ADJOURNMENT IN MEMORY OF
ANDREW TODD PARTRIDGE**

Mr. Day offered the following memorial, which was seconded by Mr. Moroney and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Andrew Todd Partridge.

**ADJOURNMENT IN MEMORY OF
JUNE P. DeTITTA**

Chairwoman Cornell offered the following memorial, which was seconded by Mr. Day and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of June P. DeTitta.

**ADJOURNMENT IN MEMORY OF
MARYANN RIOLO**

Mr. Day offered the following memorial, which was seconded by Mr. Carey and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Maryann Riolo.

**ADJOURNMENT IN MEMORY OF
LEROY JORDAN WOOTERS**

Chairwoman Cornell offered the following memorial, which was seconded by the Entire Legislature and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Leroy Jordan Wooters.

**ADJOURNMENT IN MEMORY OF
ALBERTA WASHINGTON**

Chairwoman Cornell offered the following memorial, which was seconded by Mrs. Low-Hogan and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Alberta Washington.

**ADJOURNMENT IN MEMORY OF
ROBERT J. O'CONNELL**

Mr. Day offered the following memorial, which was seconded by Mr. Carey and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Robert J. O'Connell.

**ADJOURNMENT IN MEMORY OF
SARAH DEMBIN**

Chairwoman Cornell offered the following memorial, which was seconded by the Entire Legislature and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Sarah Dembin.

**ADJOURNMENT IN MEMORY OF
ANGELA PERCOCO**

Chairwoman Cornell offered the following memorial, which was seconded by Mr. Schoenberger and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Angela Percoco.

**RESOLUTION NO. 519 OF 2013
ADJOURNMENT**

Mr. Wieder offered the following resolution, which was seconded by Mr. Jobson and Mr. Moroney and unanimously adopted (7:43 p.m.)

RESOLVED, that the meeting of the Legislature is hereby adjourned to Tuesday, October 1, 2013 at 7:00 p.m.

Respectfully Submitted,

DARCY SHAPIN - GREENBERG
Proceedings Clerk