

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, February 18, 2014 at 7:00 P.M., pursuant to the adjournment of the February 4, 2014 meeting.

Very truly yours,

Laurence O. Toole
Clerk to the Legislature

Dated at New City, New York
This 14th day of February 2014

The Legislature of Rockland County convened in regular session pursuant to adjournment of the February 4, 2014 meeting.

A Roll Call being taken, the following Legislators were present and answered to their names:

Christopher J. Carey
Harriet D. Cornell
Toney L. Earl
Michael M. Grant
Douglas J. Jobson
Nancy Low-Hogan
Aney Paul
Ilan S. Schoenberger
Philip Soskin
Aron B. Wieder
Alden H. Wolfe, Chairman

Absent: Legislators Jay Hood, Jr., Barry S. Kantrowitz, Joseph L. Meyers,
Patrick J. Moroney and John A. Murphy

Late: Legislator Frank P. Sparaco (7:08 p.m.)

Honorable Philip Soskin, Legislator, District 7, led in the Salute to the Flag and delivered the invocation.

**RESOLUTION NO. 50 OF 2014
ADOPTION OF MINUTES OF LEGISLATIVE MEETINGS
OF DECEMBER 17, 2013, DECEMBER 30, 2013
JANUARY 6, 2014**

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

Resolved, that the transcribed minutes of the Legislative meetings of December 17, 2013, December 30, 2013 and January 6, 2014, as recorded by the Clerk and presented to the Legislature, be and they are hereby adopted.

The Chairman opened the public participation portion of the meeting at 7:05 p.m. and there were no speakers.

Comments from the Chairman:

Honorable Alden H. Wolfe

I just got back last week after spending a week in Cuba. I went there on a mission with the Jewish Federation of Rockland County. It was a very interesting experience to say the least. It was, I guess, very educational. I learned a lot about culture, politics and government. One of my takeaways from the week was that it really reminded me how easy it is to take things for granted. In the United States we enjoy significant freedoms. The tour guide who worked with us for a week in Cuba isn't even allowed to go upstairs in a tourist hotel, because the government does not permit her to. I also find it very easy to take for granted the fact that we have access to basic necessities. In Cuba they are still rationing. They will get 5-pounds of rice per month, 3-pounds of beef, 1-pound of chicken and maybe some cooking oil and maybe some soap. My trip, among other things, really reminded me of how fortunate we all are to live in a country such as the United States.

I also want to note the passing of Maurice Jones, our colleague Toney Earl's brother. We will be adjourning the meeting tonight in his memory. Toney, our thoughts go out to you and your family.

Introduced by:

Referral No. 9495

- Hon. Barry S. Kantrowitz, Sponsor
- Hon. John A. Murphy, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Michael M. Grant, Co-Sponsor
- Hon. Harriet D. Cornell, Co-Sponsor
- Hon. Toney L. Earl, Co-Sponsor
- Hon. Philip Soskin, Co-Sponsor
- Hon. Frank Sparaco, Co-Sponsor
- Hon. Douglas J. Jobson, Co-Sponsor

**RESOLUTION NO. 51 OF 2014
 APPROPRIATING THE SUM OF \$1,250 TO
 CHARLES G. MUELLER CHAPTER 120 MILITARY ORDER OF THE
 PURPLE HEART USA, POMONA, NEW YORK
 FOR PATRIOTIC OBSERVANCES IN 2014**

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

WHEREAS, the Rockland County Legislature has set aside in the 2014 Budget and designated an account for funding of patriotic observances; and

WHEREAS, Charles G. Mueller Chapter 120 Military Order Of The Purple Heart USA, Pomona, New York, is contracting with the County of Rockland to conduct patriotic observances in 2014, for the citizens of Rockland County in memory of all those who have served and/or died for their Country; and

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

RESOLVED, that the Legislature of Rockland County hereby appropriates the sum of \$1,250, to Charles G. Mueller Chapter 120 Military Order Of The Purple Heart USA, Pomona, New York, for providing patriotic observance events in Rockland County in calendar year 2014; and be it further

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

GENERAL FUND

Increase Approp. Acct.:

A-CA-7649-5010	Charles G. Mueller Chapter 120 Military Order of the Purple Heart USA c/o Kearsing Edwards American Legion Post 1600 20 Station Street Pomona, New York 10970	\$1,250
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Decrease Approp. Acct.:

A-LEG-1010-5042	Patriotic Observances	\$1,250
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Legislator Frank P. Sparaco arrived to the meeting at 7:08 p.m.

Introduced by:

Referral No. 9495

- Hon. Barry S. Kantrowitz, Sponsor
- Hon. Michael M. Grant, Co-Sponsor
- Hon. Harriet D. Cornell, Co-Sponsor
- Hon. Toney L. Earl, Co-Sponsor
- Hon. Philip Soskin, Co-Sponsor
- Hon. Frank Sparaco, Co-Sponsor
- Hon. Douglas J. Jobson, Co-Sponsor
- Hon. Ilan S. Schoenberger, Co-Sponsor
- Hon. Alden H. Wolfe, Co-Sponsor

**RESOLUTION NO. 52 OF 2014
 APPROPRIATING THE SUM OF \$1,250 TO
 VETERANS OF FOREIGN WARS OF U.S., CLARKSTOWN
 MEMORIAL POST NO. 851, NEW CITY, NEW YORK
 FOR PATRIOTIC OBSERVANCES IN 2014**

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

WHEREAS, the Rockland County Legislature has set aside in the 2014 Budget and designated an account for funding of patriotic observances; and

WHEREAS, the Veterans of Foreign Wars of U.S., Clarkstown Memorial Post No. 851, New City, New York, is contracting with the County of Rockland to conduct patriotic observances in 2014, for the citizens of Rockland County in memory of all those who have served and/or died for their Country; and

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

RESOLVED, that the Legislature of Rockland County hereby appropriates the sum of \$1,250 for providing patriotic observance events in Rockland County in calendar year 2014; and be it further

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

GENERAL FUND

Increase Approp. Acct.:

A-CA-7583-5010	Veterans of Foreign Wars of the U.S. Clarkstown Memorial Post No. 851 New City, NY 10956	\$1,250
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Decrease Approp. Acct.:

A-LEG-1010-5042	Patriotic Observances	\$1,250
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Introduced by:

Referral No. 9495

Hon. Alden H. Wolfe, Sponsor
Hon. Hon. Michael M. Grant, Co-Sponsor
Hon. Harriet D. Cornell, Co-Sponsor
Hon. Toney L. Earl, Co-Sponsor
Hon. Philip Soskin, Co-Sponsor
Hon. Frank Sparaco, Co-Sponsor
Hon. Douglas J. Jobson, Co-Sponsor
Hon. Ilan S. Schoenberger, Co-Sponsor

**RESOLUTION NO. 53 OF 2014
REDUCING THE SALARY FOR
THE ASSISTANT TO THE CHAIR OF THE LEGISLATURE
& COMMUNITY LIAISON**

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

WHEREAS, the Chairman of the Legislature has requested the reduction of the annual salary for the Assistant to the Chair of the Legislature & Community Liaison in order to reduce costs while continuing the effective operations of the County Legislature; and

WHEREAS, the salary for the Assistant to the Chair of the Legislature & Community Liaison was set at \$71,200 per annum in the 2014 County Budget; and

WHEREAS, the Chairman of the Legislature has requested that the annual salary for the Assistant to the Chair of the Legislature & Community Liaison be hereby set at \$63,000 per annum; and

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

RESOLVED, that the salary for the Assistant to the Chair of the Legislature & Community Liaison, position control no. 8375, shall be set at \$63,000 per annum, effective February 24, 2014.

The next item on the agenda, Referral No. 9495 - Revenue Anticipation Note Resolution Dated February _____, 2014, Resolution Delegating To The County Commissioner of Finance The Powers To Authorize The Issuance Of \$45,000,000 Revenue Anticipation Notes Of The County Of Rockland, New York, Or So Much Thereof As May Be Necessary, In Anticipation Of The Receipt Of Certain Revenues For The Fiscal Year Ending December 31, 2014 And Maturing Within 180 Days Of The Issuance Date Of Such Notes, And To Prescribe The Terms, Form And Contents, And Provide For The Sale And Credit Enhancement Of Such Notes, was pulled.

Introduced by:

Referral No. 9007

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

**RESOLUTION NO. 54 OF 2014
 APPROVING A SECOND AMENDMENT AND EXTENSION
 TO AN AGREEMENT IN EXCESS OF \$100,000 WITH UNIQUE COMP, INC.
 FOR NETWORK DISASTER RECOVERY STUDY
 FOR THE COUNTY'S COMPUTER NETWORK OPERATIONS SYSTEM
 IN AN ADDITIONAL AMOUNT OF \$79,200
 FOR A TOTAL CONTRACT SUM NOT TO EXCEED \$239,200
 FOR THE PERIOD FROM JUNE 26, 2012 TO OCTOBER 30, 2014
 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
 [DEPARTMENT OF GENERAL SERVICES – FACILITIES MANAGEMENT]
 (\$239,200)**

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

WHEREAS, The Director of Purchasing advertised for proposals for Consulting Services, IT, System Integration, Training, Ongoing Maintenance/Repair Services – Qualified Suppliers List (QSL) on an as needed basis under RFP-RC-2011-024 (the "RFP") for a period of one (1) year from the date of the award with four (4) one (1) year options; and

WHEREAS, On June 26, 2012, the County entered into an agreement with Unique Comp, Inc., 27-08 42nd Road, Long Island City, New York 11101 under the RFP in a contract amount not to exceed \$80,000 for the period from June 26, 2012 through April 30, 2013 with four (4) one (1) year options; and

WHEREAS, By Resolution No. 286 of 2013, the Legislature of Rockland County approved the first amendment and extension of the agreement with Unique Comp, Inc. under the RFP to increase the contract amount from \$80,000 by an additional \$80,000 for a total amount not to exceed \$160,000 and to extend the term from April 30, 2013 through April 30, 2014; and

WHEREAS, On June 6, 2013, the County entered into a first amendment and extension of an agreement with Unique Comp, Inc. under the RFP to increase the sum by an additional \$70,000 for a total contract amount not to exceed \$160,000 for the period from June 26, 2012 through April 30, 2014; and

Whereas, the director of purchasing recommends that the county executive and the legislature of Rockland County approve a second amendment and extension of the agreement with unique comp, inc. For a network disaster recovery study for the county's computer network operations system to increase the sum by an additional \$79,200 for a total contract sum not to exceed \$239,200 and to extend the term for an additional six months from April 30, 2014 to October 30, 2014; and

WHEREAS, Sufficient funding for the agreement exists in Capital Project 1443; 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 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 a second amendment and extension to the agreement in excess of \$100,000 with Unique Comp, Inc., 27-08 42nd Road, Long Island City, New York 11101 for a Network Disaster Recovery Study for the County's Computer Network Operations System to increase the sum by an additional \$79,200 for a total contract sum not to exceed \$239,200 and to extend the term for an additional six months from April 30, 2014 to October 30, 2014 and authorizing its execution by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for the agreement exists in Capital Project 1443.

Introduced by:

Referral No. 9500

Hon. Alden H. Wolfe, Sponsor
Hon. Michael M. Grant, Co-Sponsor
Hon. Harriet D. Cornell, Co-Sponsor
Hon. Toney L. Earl, Co-Sponsor
Hon. Philip Soskin, Co-Sponsor
Hon. Frank Sparaco, Co-Sponsor
Hon. Douglas J. Jobson, Co-Sponsor
Hon. Ilan S. Schoenberger, Co-Sponsor

**RESOLUTION NO. 55 OF 2014
APPROVING AGREEMENT IN EXCESS OF \$100,000
WITH O'CONNOR DAVIES LLP
FOR THE REVIEW AND ANALYSIS OF THE PROPOSED
FISCAL YEAR 2015 BUDGET FOR THE COUNTY OF ROCKLAND
IN THE AMOUNT OF \$109,000, FOR THE
PERIOD FROM FEBRUARY 1, 2014 THROUGH DECEMBER 31, 2014
AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
[ROCKLAND COUNTY LEGISLATURE]
(\$109,000)**

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

WHEREAS, The Chairman of the Legislature of Rockland County recommends to the County Executive and the Legislature of Rockland County that the County enter into an agreement in excess of \$100,000, with the firm of O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528, for the analysis and review of the proposed County budget for fiscal year 2015, in the amount of \$109,000 for the period from February 1, 2014 through December 31, 2014; with an option for one additional fiscal year (2015) for the period from January 1, 2015 through December 31, 2015, at the same amount of \$109,000, and authorize its execution by the County Executive; and

WHEREAS, The firm of O'Connor Davies, LLP has previously provided these services to the County Legislature for several years; and

WHEREAS, Sufficient funding for this contract is provided for in the 2014 Budget of the County Legislature; 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 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 contract in excess of \$100,000 with O'Connor Davies, LLP, 500 Mamaroneck Avenue, Suite 301, Harrison, New York 10528, for the analysis and review of the proposed County budget for fiscal year 2015, in the amount of \$109,000 for the period from February 1, 2014 through December 31, 2014, and authorizing its execution by the County Executive, subject to the approval of the County Attorney; with an option for one additional fiscal year (2015) for the period from January 1, 2015 through December 31, 2015, at the same amount of \$109,000, and authorize its execution by the County Executive; and be it further

RESOLVED, That sufficient funding for this contract is provided for in the 2014 Budget of the County Legislature.

Introduced by:

Referral No. 9126

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

**RESOLUTION NO. 56 OF 2014
ADOPTING THE INVESTMENT POLICY FOR THE
COUNTY OF ROCKLAND FOR THE YEAR 2014 AND
ADOPTING DEPARTMENT OF FINANCE GUIDELINES
[DEPARTMENTS OF BUDGET AND FINANCE]**

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

WHEREAS, By Resolution No. 668 of 1993, adopted December 7, 1993, the Legislature, in accordance with Sections 6, 10, and 11, of the General Municipal Law, adopted an Investment Policy for the County of Rockland; and

WHEREAS, Section 39, of the General Municipal Law requires that the Legislature annually review and re-adopt said investment policy; and

WHEREAS, The County Executive has referred the attached proposed Investment Policy and the Department of Finance Guidelines to the County Legislature for its approval; and

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

RESOLVED, That in accordance with Section 39 of the General Municipal Law, the Legislature of Rockland County hereby adopts the attached Investment Policy as the Investment Policy for the County of Rockland for the year 2014; and be it further

RESOLVED, That in accordance with said Investment Policy, the Legislature of Rockland County hereby adopts the attached Department of Finance Guidelines for compliance with the Investment Policy; and be it further

RESOLVED, That all depositories of County funds shall file with the Rockland County Legislature, to the attention of the Chairman of the Budget and Finance Committee, three copies of the Community Reinvestment Act compliance documents at the same time that said compliance documents are filed with the Federal Government.

**INVESTMENT POLICY
FOR THE COUNTY OF ROCKLAND**

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the local government's investment activities are, in priority order:

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Commissioner of Finance, who shall establish written procedures for the operation of the investment program consistent with these investment guidelines and which shall be approved annually by the Rockland County Legislature. Such procedures shall include an adequate control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County of Rockland to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived. All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. **DIVERSIFICATION**

It is the policy of the County of Rockland to diversify its deposits and investments by financial institutions, by investment instruments, and by maturity scheduling.

VI. **INTERNAL CONTROL**

It is the policy of the County of Rockland for all money collected by any officer or employee of the government to transfer those funds to the Commissioner of Finance immediately, or within the time period specified by law. The Commissioner of Finance shall advise the legislature if funds are not timely transferred. The Commissioner of Finance is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. **DESIGNATION OF DEPOSITORIES**

The banks, dealers and trust companies authorized for the deposit of monies, or purchase of permitted investments, up to the maximum amount of **\$110,000,000** are:

HSBC/First Niagara Bank, N.A.	Citibank, NA
Wells Fargo Bank, N.A.	Capital One
JP Morgan Chase Bank, N.A.	M & T Bank
Key Bank	TD Bank
Sterling National Bank	Citizens Bank, N.A.
Hudson Valley Bank, N.A.	

The above-mentioned depositories shall provide to the Commissioner of Finance not later than November 30th of each year, a letter describing their level of compliance with the United States Community Reinvestment Act, stating how they plan to meet the neighborhood banking needs of Rockland's economically underprivileged communities. Within thirty (30) days of receipt the Commissioner of Finance shall provide copies of these responses to the County Executive and the Chairman of the Legislature. The Commissioner of Finance shall be responsible to communicate these reporting requirements of the County Policy to the Depository Banks.

VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, Sec. 10, all deposits of the County of Rockland, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by GML Sec. 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to this policy.
2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90

days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements. The security agreement shall provide that eligible securities are being pledged to secure local deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the County of Rockland or its custodial bank. The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart

from the general assets of the custodial bank or trust company and will not, under any circumstances, be co-mingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, Sec. 11, the County of Rockland authorizes the Commissioner of Finance to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts;
- Certificates of deposits;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL Sec. 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the County of Rockland;
- Certificates of Participation (COPs) issued pursuant to GML Sec. 109-b;
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GML Sec. 6-c, 6-e, 6-g, 6-h, 6-j, 6-k, 6-m or 6-n.

All investment obligations shall be payable or redeemable at the option of the County of Rockland within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the County of Rockland within two years of the date of purchase.

XI. AUTHORIZED FINANCIAL INSTITUTIONS and DEALERS

The County of Rockland shall maintain a list of financial institutions approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution. All financial institutions with which the local government conducts business must be credit worthy. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the Federal Reserve Bank, as primary dealers. The Commissioner of Finance is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

The Commissioner of Finance is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative program with another authorized governmental entity pursuant to Article 5G of the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.

3. By utilizing an ongoing investment program with an authorized tracking partner pursuant to a contract authorized by the governing board. All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company, only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the County of Rockland by the bank, or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Sec. 10. The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

XIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York and primary reporting dealers.

- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

XIV. ADOPTION OF INVESTMENT POLICY

- By February 15th of each year, the Commissioner of Finance shall submit the suggested investment policy to the Legislature of Rockland County.
- The Legislature shall adopt said policy by April 1st of each year.

**DEPARTMENTAL GUIDELINES FOR COMPLIANCE
WITH INVESTMENT POLICY**

The objectives of the Investment Policy of the County of Rockland are to protect the safety of principal; to insure that investments mature when the cash is required to finance operations; and to insure a competitive rate of return. The Commissioner of Finance, or his designee, shall adhere to the guidelines established in the adopted Investment Policy. The following are the procedures established to insure compliance with the investment policy:

1. A cash flow statement shall be prepared from the annual budget as adopted by the County Legislature. The Cash Flow statement shall be updated as required to reflect cash needs during the year. An analysis of daily receipts and scheduled disbursements shall be used in order to insure cash to meet current financial obligations.
2. As cash becomes available for investment, all designated banks shall be called to obtain bank rate quotes. Call sheets shall be prepared, noting the bank to whom the call was made, and the banks rate quote.
3. Award to banks shall be made by 11:00 am of the day that quotes are taken, unless circumstances prevent same.
4. Utilize wire transfers of funds to and from the successful banks, whenever cost effective and practicable.
5. Notify any bank requesting same the quotes of that day.
6. The Commissioner of Finance, or his designee, are the authorized individuals to make the investments.

7. To insure internal control, the following functions shall be performed by different department personnel:
 - a. Obtaining quotes from the banks;
 - b. Preparation of wire transfers as required;
 - c. Preparation of daily balances by banks;
 - d. All transactions reviewed by the Commissioner of Finance or his designee on a periodic basis.
8. All awards should be consummated in writing with the banks.
9. A daily schedule of investments shall be maintained to ensure that no one institution receives more than the designated amount, and that necessary collateral is pledged.

APPENDIX A
SCHEDULE OF ELIGIBLE SECURITIES

- ◆ Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- ◆ Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- ◆ Obligations issued, or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State, or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- ◆ Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

Introduced by:

Referral No. 2825

Hon. Michael M. Grant, Sponsor
Hon. Aney Paul, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Frank Sparaco, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 57 OF 2014
SETTING A DATE FOR A PUBLIC HEARING WITH RESPECT TO
UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
CALENDAR YEAR 2014 CAPITAL PROJECT GRANTS
UNDER § 5307 OF TITLE 49 OF THE UNITED STATES CODE
[DEPARTMENT OF PUBLIC TRANSPORTATION]**

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

WHEREAS, The Intermodal Surface Transportation Efficiency Act of 1991, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005, as amended, and the rules and regulations of the Department of Transportation governing applications for capital project assistance under the "Urbanized Area Formula Program" authorized by Section 5307 of Title 49 of the United States Code and administered by the Federal Transit Administration, require that a public hearing be held to consider projects for which capital project grants for the calendar year 2014 are being sought; 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 sets the **1st day of April, 2014, at 7:05 p.m.**, pursuant to the Intermodal Surface Transportation Efficiency Act of 1991, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005, as amended, and the rules and regulations of the Department of Transportation as the date and time of the hearing to consider projects for which capital project assistance is being sought under the "Urbanized Area Formula Program" authorized by Section 5307 of Title 49 of the United States Code and administered by the Federal Transit Administration.

Introduced by:

Referral No. 9252

Hon. Michael M. Grant, Sponsor
Hon. Aney Paul, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Frank Sparaco, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 58 OF 2014
APPROVING A FIFTH AMENDMENT AND EXTENSION TO AGREEMENT
IN EXCESS OF \$100,000 WITH AVSTAR CORPORATION
FOR CONSULTING SERVICES IN CONNECTION WITH THE DEVELOPMENT,
DESIGN, IMPLEMENTATION AND CONSTRUCTION OF THE COUNTY'S
PUBLIC SAFETY RADIO COMMUNICATION SYSTEM UNDER RFP-RC-07-012
INCREASING THE CONTRACT SUM BY AN ADDITIONAL \$45,000 AND
EXTENDING THE TERM OF THE AGREEMENT FROM MARCH 10, 2014 TO
MARCH 10, 2015 FOR A TOTAL CONTRACT SUM NOT TO
EXCEED \$245,000 FOR THE PERIOD FROM DECEMBER 10, 2007
THROUGH MARCH 10, 2015 AND AUTHORIZING ITS EXECUTION
BY THE COUNTY EXECUTIVE
[DEPARTMENT OF GENERAL SERVICES – FACILITIES MANAGEMENT]
(\$245,000)**

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

WHEREAS, The Director of Purchasing advertised for proposals for consulting services for the development, design, implementation and construction of the County's Public Safety Radio Communication System under RFP-RC-07-012 (the "RFP"); and

WHEREAS, The County entered into an agreement with Avstar Corporation, 341 Deer Track Lane, Valley Cottage, New York 10989 under the RFP in the amount of \$75,000 for the period from September 10, 2007 to December 10, 2009; and

WHEREAS, By Resolution No. 483 of 2009, the County Executive and the Legislature of Rockland County approved a first amendment and extension to the agreement with Avstar Corporation under the RFP increasing the contract sum by an additional \$75,000 and extending the term of the agreement from December 10, 2009 to December 10, 2011 for a total contract sum not to exceed \$150,000 for the period from September 10, 2007 through December 10, 2011; and

WHEREAS, By agreement dated September 21, 2009, the County entered into a first amendment and extension to the agreement with Avstar Corporation under the RFP increasing the contract sum by an additional \$75,000 and extending the term of the agreement from December 10, 2009 to December 10, 2011 for a total contract sum not to exceed \$150,000 for the period from September 10, 2007 through December 10, 2011; and

WHEREAS, By agreement dated December 13, 2011, the County entered into second amendment and extension to the agreement with Avstar Corporation under the RFP to extend the term of the agreement from December 10, 2011 through June 10, 2013 for a total contract sum not to exceed \$150,000 for the period from September 10, 2007 through June 10, 2013; and

WHEREAS, By Resolution No. 142 of 2013, the County Executive and the Legislature of Rockland County approved a third amendment and extension to the agreement with Avstar Corporation under the RFP increasing the contract sum by an additional \$15,000 and extending the term of the agreement from June 10, 2013 to March 10, 2014 for a total contract sum not to exceed \$165,000 for the period from September 10, 2007 through March 10, 2014; and

WHEREAS, By agreement dated April 8, 2013, the County entered into a third amendment and extension to the agreement with Avstar Corporation under the RFP increasing the contract sum by an additional \$15,000 and extending the term of the agreement from June 10, 2013 to March 10, 2014 for a total contract sum not to exceed \$165,000 for the period from September 10, 2007 through March 10, 2014; and

WHEREAS, By Resolution No. 422 of 2013, the County Executive and the Legislature of Rockland County approved a fourth amendment to the agreement with Avstar Corporation under the RFP increasing the contract sum by an additional \$35,000 for a total contract sum not to exceed \$200,000 for the period from September 10, 2007 through March 10, 2014; and

WHEREAS, By agreement dated August 12, 2013, the County entered into a fourth amendment to the agreement with Avstar Corporation under the RFP increasing the contract sum by an additional \$35,000 for a total contract sum not to exceed \$200,000 for the period from September 10, 2007 through March 10, 2014; and

WHEREAS, The Director of Facilities Management recommends that the County Executive and Legislature of Rockland County approve a fifth amendment and extension to the agreement with Avstar Corporation under RFP-RC-07-012 increasing the contract sum by an additional \$45,000 and extending the term of the agreement from March 10, 2014 to March 10, 2015 for a total contract sum not to exceed \$245,000 for the period from September 10, 2007 through March 10, 2015; and

WHEREAS, Sufficient funding for this agreement exists in Capital Project 1860; 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;" 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 fifth amendment and extension to the agreement in excess of \$100,000 with Avstar Corporation, 341 Deer Track Lane, Valley Cottage, New York 10989 for consulting services for the development, design, implementation and construction of the County's Public Safety Radio Communication System under RFP-RC-07-012 increasing the contract sum by additional \$45,000 and extending the term of the agreement from March 10, 2014 to March 10, 2015 for a total contract sum not to exceed \$245,000 for the period from September 10, 2007 through March 10, 2015 and authorizing its execution by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for this amendment and extension exists in Capital Project 1860.

Introduced by:

Referral No. 7525

Hon. Michael M. Grant, Sponsor
Hon. Aney Paul, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Frank Sparaco, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 59 OF 2014
AUTHORIZING AND DIRECTING THE
CLERK TO THE LEGISLATURE TO ADVERTISE FOR BIDS –
FOR THE CONSTRUCTION OF THE
CLEAN AGENT FIRE SUPPRESSION SYSTEMS
UNDER CAPITAL PROJECT 2093
[DEPARTMENT OF GENERAL SERVICES – FACILITIES MANAGEMENT]**

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

WHEREAS, The Legislature of Rockland County authorized the construction of the Clean Agent Fire Suppression Systems under Capital Project 2093; and

WHEREAS, Plans and specifications for this Capital Project have been prepared by Hughes Associates, GBA Consulting Engineers, LLC; and

WHEREAS, The Commissioner of General Services and the Director of Facilities Management recommend to the County Executive and the Legislature of Rockland County that the Clerk to the Legislature be authorized and directed to advertise for bids for the construction of the Clean Agency Fire Suppression Systems; and

WHEREAS, Funding for this project is provided in Capital Project 2093; and

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

RESOLVED, That the Clerk to the Legislature is hereby authorized and directed to advertise for bids the construction of the Clean Agent Fire Suppression Systems, subject to the approval of the County Attorney; and be it further

RESOLVED, That funding for this project is provided in Capital Project 2093.

Introduced by:

Referral No. 6704

- Hon. Harriet D. Cornell, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Frank Sparaco, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 60 OF 2014
 APPROPRIATION OF FEDERAL FORFEITURE FUNDS
 REQUESTED BY THE OFFICE OF THE DISTRICT ATTORNEY
 TO BE USED FOR LAW ENFORCEMENT PURPOSES
 BY THE RAMAPO POLICE DEPARTMENT,
 PER THE AUTHORIZATION OF THE
 LAW ENFORCEMENT OVERSIGHT COMMITTEE
 [OFFICE OF THE DISTRICT ATTORNEY]
 (NO COUNTY TAX DOLLARS)
 (\$300,000)**

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

WHEREAS, The Office of the District Attorney has requested that \$300,000 of forfeiture funds in balance sheet account A-8880 (Designated for Law Enforcement - Federal Proceeds) be appropriated to the District Attorney's 2014 Budget to be used for law enforcement purposes by the Ramapo Police Department, per the authorization of the Law Enforcement Oversight Committee; 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 \$300,000 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 - 2014

Increase Approp. Acct. (Credit):

A-DA-1165-FA01-E4500	Forfeiture Funds - Services	300,000
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Increase Approp. Fund Bal. (Debit):

A-UNC-9990-R5990	(Designated for Law Enforcement - Federal Proceeds)	300,000
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Introduced by:

Referral No. 6704

- Hon. Harriet D. Cornell, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Frank Sparaco, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 61 OF 2014
 APPROPRIATION OF FEDERAL FORFEITURE FUNDS
 REQUESTED BY THE OFFICE OF THE DISTRICT ATTORNEY
 TO BE USED FOR LAW ENFORCEMENT PURPOSES
 BY THE CLARKSTOWN POLICE DEPARTMENT,
 PER THE AUTHORIZATION OF THE
 LAW ENFORCEMENT OVERSIGHT COMMITTEE
 [OFFICE OF THE DISTRICT ATTORNEY]
 (NO COUNTY TAX DOLLARS)
 (\$400,000)**

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

WHEREAS, The Office of the District Attorney has requested that \$400,000 of forfeiture funds in balance sheet account A-8880 (Designated for Law Enforcement - Federal Proceeds) be appropriated to the District Attorney's 2014 Budget to be used for law enforcement purposes by the Clarkstown Police Department, per the authorization of the Law Enforcement Oversight Committee; 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 \$400,000 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 - 2014

Increase Approp. Acct. (Credit):

A-DA-1165-FA01-E4500	Forfeiture Funds - Services	400,000
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Increase Approp. Fund Bal. (Debit):

A-UNC-9990-R5990	(Designated for Law Enforcement - Federal Proceeds)	400,000
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Introduced by:

Referral No. 6704

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

**RESOLUTION NO. 62 OF 2014
ACCEPTANCE OF DONATION
FROM MICHAEL AND MARYANN GUNNING
OF A THERAPY DOG FOR THE SPECIAL VICTIMS CENTER
OFFICE OF THE DISTRICT ATTORNEY**

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

WHEREAS, The County Executive and the Legislature have been advised by the Office of The District Attorney that it has been offered a donation from Michael and Maryann Gunning of a therapy dog for the Special Victims Center; and

WHEREAS, It is necessary to have the Legislature formally accept said offered donation; and

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

WHEREAS, It is necessary to appropriate said amount to the proper account; 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 acceptance of a donation from Michael and Maryann Gunning of a therapy dog for the Special Victims Center in the office of the District Attorney; and be it further

RESOLVED, That the Legislature hereby directs the Clerk of the Legislature to express the appreciation of the Rockland County Legislature to Michael and Maryann Gunning.

AMENDED
Referral No. 6704

Introduced by:

- Hon. Harriet D. Cornell, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Frank Sparaco, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 63 OF 2014
 APPROVING LEASE AGREEMENT
 BETWEEN VERIZON BUSINESS NETWORK SERVICES, INC.
 AND THE COUNTY OF ROCKLAND IN AN AMOUNT
 NOT TO EXCEED \$140,291.70
 FOR A PERIOD OF 60 MONTHS (FIVE YEARS)
 FROM THE EXECUTION OF THIS AGREEMENT
 AND AUTHORIZING EXECUTION OF THIS
 AGREEMENT BY THE COUNTY EXECUTIVE
 [OFFICE OF THE DISTRICT ATTORNEY]
 (\$140,291.70**

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

WHEREAS, The District Attorney is requesting that the County approve a lease agreement with Verizon Business Network Services, Inc., 11 Wards Lane, 2nd Floor, Albany, New York 12211 that is needed to supply equipment as well as install and maintain telephone lines for the District Attorney's new Information Resource Center location; and

WHEREAS, This lease agreement is for an amount not to exceed \$140,291.70 for a period of 60 months (five years) from the execution of this agreement; and

WHEREAS, An \$18,000 initial upfront payment on this agreement will come from funds appropriated within District Attorney Forfeiture Dept. FA01 and the remaining \$122,291.70 amount will come from available funds appropriated to the District Attorney's Drug Task Force (Dept. 3190) for said period of agreement and, therefore, are required to execute this agreement; 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 a lease agreement with Verizon Business Network Services, Inc., 11 Wards lane, 2nd Floor, Albany, New York 12211 that is needed by the Office of the District Attorney to supply equipment as well as install and maintain telephone lines for the District Attorney's new Information Resource Center location in an amount not to exceed \$140,291.70 for a period of 60 months (five years) from the execution of this agreement, and authorizes execution of this agreement by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That an \$18,000 initial upfront payment on this agreement will come from funds appropriated within District Attorney Forfeiture Dept. FA01 and the remaining \$122,291.70 amount will come from available funds appropriated to the District Attorney's Drug Task Force (Dept. 3190) for said period of agreement and, therefore, are required to execute this agreement.

The vote resulted as follows:

- Ayes: 11 (Legislators Cornell, Earl, Grant, Jobson, Low-Hogan, Paul, Schoenberger, Soskin, Sparaco, Wieder, Wolfe)
- Abstain: 01 (Legislator Carey, he is employed by Verizon)
- Absent: 05 (Legislators Hood, Jr., Kantrowitz, Meyers, Moroney, Murphy)



Introduced by:

Referral No. 7493

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

**RESOLUTION NO. 64 OF 2014
 APPROVING PURCHASES IN EXCESS OF \$100,000
 UNDER VARIOUS NEW YORK STATE OGS CONTRACTS
 FOR THE PERIOD FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014
 WITH ALL PURCHASES TO BE MADE BY FORMAL PURCHASE ORDER
 [DEPARTMENT OF GENERAL SERVICES – DIVISION OF PURCHASING]
 (\$2,300,000)**

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

WHEREAS, The Director of Purchasing recommends that the County Executive and Legislature of Rockland County approve purchases in excess of \$100,000 by formal purchase order under the following New York State (NYS) OGS contracts:

Contract Title	Vendor	State Contract Number	Estimated Purchases
Office Supplies	Staples	PC 66026 and successor contract	\$150,000
Industrial and Commercial Supplies and Equipment	W.W. Grainger	PC 62993 and successor contract	\$350,000
Fuel - Gasoline	Global Montello Group	PC 66184 and successor contract	\$700,000
Fuel - Ultra-Low Sulfur Diesel	Global Montello Group	PC 66158 and successor contract	\$550,000
Fuel – Biodiesel	Sprague Energy	PS66163 and successor contract	\$150,000
Road Salt	Atlantic Salt, Inc.	PC 66214 and successor contract	\$400,000

; and

WHEREAS, All purchases will be made by formal purchase order, subject to the approval of the Director of Purchasing, and shall be made by encumbering the funds in advance of the services in accordance with the 2014 Adopted Budgets for each county department which purchase from these contracts; and

WHEREAS, Purchases from these NYS OGS contracts or their successor contracts are anticipated to be in the approximate amount of \$2,300,000;

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature “[t]o 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 anticipated to be in the approximate amount of \$2,300,000 under the following New York State (NYS) OGS contracts or their successor contracts in the amounts listed below by formal purchase order, subject to the approval of the Director of Purchasing, for the period from January 1, 2014 through December 31, 2014:

Contract Title	Vendor	State Contract Number	Estimated Purchases
Office Supplies	Staples	PC 66026 and successor contract	\$150,000
Industrial and Commercial Supplies and Equipment	W.W. Grainger	PC 62993 and successor contract	\$350,000
Fuel - Gasoline	Global Montello Group	PC 66184 and successor contract	\$700,000
Fuel - Ultra-Low Sulfur Diesel	Global Montello Group	PC 66158 and successor contract	\$550,000
Fuel – Biodiesel	Sprague Energy	PS66163 and successor contract	\$150,000
Road Salt	Atlantic Salt, Inc.	PC 66214 and successor contract	\$400,000

; and be it further

RESOLVED, That all purchases shall be made by formal purchase order, subject to the approval of the Director of Purchasing, by encumbering the funds in advance of the services in accordance with the 2014 Adopted Budgets for each county department which purchase from these contracts.

Introduced by:

Referral No. 9209

Hon. Michael M. Grant, Sponsor
 Hon. Aney Paul, Sponsor
 Hon. Douglas J. Jobson, Sponsor
 Hon. Harriet D. Cornell, Sponsor
 Hon. Toney L. Earl, Sponsor
 Hon. Philip Soskin, Sponsor
 Hon. Frank Sparaco, Sponsor
 Hon. Ilan S. Schoenberger, Sponsor
 Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 65 OF 2014
 APPROVING PURCHASES IN EXCESS OF \$100,000
 FROM DELL MARKETING LP UNDER NYS OGS CONTRACT NO. PT65340
 FOR DELL MINITOWERS AND MONITORS BY FORMAL PURCHASE ORDER
 IN AN AMOUNT NOT TO EXCEED \$922,064 CAPITAL PROJECT NO. 1474
 [DEPARTMENT OF GENERAL SERVICES – DIVISION OF PURCHASING]
 (\$922,064)**

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

WHEREAS, The County departments presently use Dell business-grade desktop computers with Microsoft XP as its network operating system; and

WHEREAS, Microsoft has announced that it will no longer provide support for Windows XP after April 8, 2014; and

WHEREAS, The State of New York through its Office of General Services (“NYS OGS”) has a centralized contract for the acquisition of Dell microcomputer systems hardware, related software and related services; and

WHEREAS, Purchases of new Dell Minitowers may be made by the County from Dell Marketing LP through NYS OGS contract #PT65340; and

WHEREAS, The Director of Purchasing recommends that the County Executive and the Legislature of Rockland County approve the purchase of approximately 1100 Dell Minitowers from Dell Marketing, LP, 1 Dell Way, Round Rock, Texas 78682, under NYS OGS Contract No. PT65340, each at a cost of \$638.24 for a total amount of \$702,064; and

WHEREAS, In addition to the purchase of Dell Minitowers, selective monitor upgrades, of varying sizes, will be made by purchasing an estimated 400-500 monitors which will cost an additional \$220,000; and

WHEREAS, The pricing reflects the 2012 PC Aggregate Buy Initiative pricing based on overall volume for State and Local, K-12 and Higher Education for the State of NY and is the “Best Deal” pricing that Dell can offer under this IT Initiative; and

WHEREAS, All purchases will be initiated by formal purchase and funding has been provided for these purchases in the 2014 Adopted Capital Budget, Capital Project No. 1474 – County-Wide Personal Computer Replacement; 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,” 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 approves the purchases in excess of \$100,000, with Dell Marketing, LP, 1 Dell Way, Round Rock, Texas 78682, under NYS OGS Contract No. PT65340 by formal purchase order for Dell Minitowers and monitors, in an amount not to exceed \$922,064, subject to the approval of the Director of Purchasing; and be it further

RESOLVED, That all purchases will be initiated by formal purchase and funding has been provided for these purchases in the 2014 Adopted Capital Budget, Capital Project No. 1474 – County-Wide Personal Computer Replacement.

Introduced by:

Referral No. 2973

- Hon. Philip Soskin, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Aney Paul, Sponsor
- Hon. Aron B. Wieder, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Barry S. Kantrowitz, Sponsor
- Hon. Michael M. Grant, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Frank Sparaco, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 66 OF 2014
 APPROPRIATION OF FUNDS FROM THE STOP-DWI RESERVE ACCOUNT
 IN THE TOTAL AMOUNT OF \$84,750 IN ORDER TO CONTRACT WITH
 LEXINGTON CENTER FOR RECOVERY, INC. FOR \$34,750
 AND ROCKY MOUNTAIN OFFENDERS MANAGEMENT FOR \$20,000
 AS WELL AS CONTINUE TO PROVIDE MUNICIPAL POLICE
 DEPARTMENTS WITH FUNDING FOR DWI OVERTIME
 PATROLS, SPECIAL ENFORCEMENT PROJECTS
 AND NECESSARY TRAINING FOR \$30,000
 [STOP-DWI]
 (\$84,750)**

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

WHEREAS, The Coordinator of STOP-DWI has requested that a total of \$84,750 of funds from balance sheet account A-8891 (Reserve - STOP-DWI) needs to be appropriated to her department in order to contract with Lexington Center for Recovery, Inc. for \$34,750 so that a Case Manager within this organization can provide case management, addiction counseling and drug testing services to felony DWI offenders in Rockland County Drug Court; for services with Rocky Mountain Offenders Management for \$20,000 in order to provide SCRAM (Secure Continuous Remote Alcohol Monitor) bracelet monitoring for the DWI part of the Rockland County Drug Court; and to continue to provide municipal police departments with funding for DWI overtime patrols, special enforcement projects and necessary training for \$30,000; and

WHEREAS, The adoption of this resolution does not involve the expenditure of any County funds since sufficient funds to cover total \$84,750 appropriation exists within said balance sheet account; and

WHEREAS, The Multi Services 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 appropriating \$84,750 of funds from balance sheet account A-8891 (Reserve - STOP-DWI) in order to contract with Lexington Center for Recovery, Inc. for \$34,750 so that a Case Manager within this organization can provide case management, addiction counseling and drug testing services to felony DWI offenders in Rockland County Drug Court; for services with Rocky Mountain Offenders Management for \$20,000 in order to provide SCRAM (Secure Continuous Remote Alcohol Monitor) bracelet monitoring for the DWI part of the Rockland County Drug Court; and to continue to provide municipal police departments with funding for DWI overtime patrols, special enforcement projects and necessary training for \$30,000; and be it further

RESOLVED, That the adoption of this resolution does not involve the expenditure of any County funds since sufficient funds to cover total \$84,750 appropriation exists within said balance sheet account; and be it further

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

GENERAL FUND - 2014

Increase Approp. Acct. (Credit):

A -EXE -4250	-E4920	Reimburse Municipalities	30,000
	-E5060	Program Costs	54,750

Increase Approp. Fund Bal. (Debit):

A-UNC-9990-R5990	(Reserved for STOP-DWI)	84,750
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Introduced by:

Referral No. 4249

Hon. Harriet D. Cornell, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Frank Sparaco, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 67 OF 2014
APPROVING EXTENSION TO LEASE AGREEMENT
BETWEEN DEPAULIS ENTERPRISES III, LTD. AND
THE COUNTY OF ROCKLAND FOR
LEASE FOR THE NARCOTICS TASK FORCE
OCTOBER 1, 2013 THROUGH JANUARY 31, 2014
AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
[DISTRICT ATTORNEY'S OFFICE]**

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

WHEREAS, The County had entered into a five-year lease agreement dated April 29, 2003, with the DePaulis Enterprises III, Ltd, 39 Murray Drive, Chester, New York 10918, for premises in Rockland County, consisting of multiple units for use by the District Attorney's Office, in the total rental amount of \$779,604, with a term ending February 29, 2008; and

WHEREAS, Said lease has been previously extended through September 30, 2013; and

WHEREAS, The District Attorney is requesting that the County approve the extension to the lease agreement with DePaulis Enterprises III, Ltd., 39 Murray Drive, Chester, New York 10918, for the Narcotics Task Force for the period from October 1, 2013 through January 31, 2014 with no additional funding; 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 extension to the lease agreement with DePaulis Enterprises III, Ltd., 39 Murray Drive, Chester, New York 10918, for the Narcotics Task Force from October 1, 2013 through January 31, 2014 with no additional funding, and authorizes its execution by the County Executive, subject to the approval of the County Attorney; and be it further

Introduced by:

Referral No. 6546

Hon. Philip Soskin, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Aney Paul, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Barry S. Kantrowitz, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Frank Sparaco, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 68 OF 2013
APPROVING THE PURCHASES IN EXCESS OF \$100,000
FROM CARDINAL HEALTH 411, INC. D/B/A CARDINAL HEALTH
FOR PHARMACEUTICALS AND DISTRIBUTION SERVICES
FOR THE DEPARTMENT OF HOSPITALS
IN AN AMOUNT NOT TO EXCEED \$2,500,000
IN ACCORDANCE WITH NEW YORK STATE
OFFICE OF GENERAL SERVICES CONTRACT NO. PC65140
FOR THE PERIOD FROM JANUARY 1, 2014 THROUGH OCTOBER 31, 2014
WITH ALL PURCHASES TO BE MADE BY FORMAL PURCHASE ORDER
[DEPARTMENT OF GENERAL SERVICES - DIVISION OF PURCHASING]
(\$2,500,000)**

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

WHEREAS, The New York State Office of General Services (NYS OGS) has issued an award to Cardinal Health 411, Inc. d/b/a Cardinal Health ("Cardinal Health"), 6012 Molloy Road, Syracuse, New York 13211, under NYS OGS Contract No. PC65140 to provide pharmaceuticals and distribution services to all agencies and other entities authorized to use New York State contracts for the period from January 1, 2014 through October 31, 2014; and

WHEREAS, The County is authorized to use New York State contracts for the procurement of such supplies and services; and

WHEREAS, New York State negotiated increased markdowns on the cost of various goods; and

WHEREAS, The Director of Purchasing requests that the County Executive and the Legislature of Rockland County approve the purchases in excess of \$100,000 from Cardinal Health for pharmaceuticals and distribution services for the Department of Hospitals in an amount not to exceed \$2,500,000 in accordance with the terms and conditions specified in NYS OGS Contract No. PC65140 for the period from January 1, 2014 through October 31, 2014; and

WHEREAS, The cost of this contract is affected by the census at Summit Park Hospital and any increases in the wholesale cost of pharmaceuticals during the contract year; and

WHEREAS, The contract term shall be extended automatically when New York State extends, renews or enters into a new contract with Cardinal Health for these supplies and services, provided that the contract meet the needs of the County of Rockland and the Department of Hospitals; and

WHEREAS, Encumbrances and expenditures shall be made against the proper fiscal year appropriations; and

WHEREAS, All purchases shall be made by formal purchase order under a price agreement encumbering the funds in advance; and

WHEREAS, Sufficient funding for these purchases is provided for in the 2014 Budget of the Department of Hospitals in Account No. HSP E910-E3150; 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 Multi Services 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 Cardinal Health 411, Inc. d/b/a Cardinal Health ("Cardinal Health"), 6012 Molloy Road, Syracuse, New York 13211, for pharmaceuticals and distribution services for the Department of Hospitals in an amount not to exceed \$2,500,000 in accordance with the terms and conditions specified in NYS OGS Contract No. PC65140 for the period from January 1, 2014 through October 31, 2014; and be it further

RESOLVED, That sufficient funding for these purchases is provided for in the 2014 Budget of the Department of Hospitals in Account No. HSP E910-E3150.

AMENDED
Referral No. 5614

Introduced by:

- Hon. Nancy Low-Hogan, Sponsor
- Hon. Harriet D. Cornell, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Michael M. Grant, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Philip Soskin, Sponsor
- Hon. Frank Sparaco, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 69 OF 2014
 APPROVAL OF PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT
 BETWEEN NRG BOWLINE, LLC, HUDSON VALLEY GAS CORPORATION,
 VILLAGE OF HAVERSTRAW, VILLAGE OF WEST HAVERSTRAW,
 TOWN OF HAVERSTRAW, NORTH ROCKLAND CENTRAL SCHOOL DISTRICT,
 COUNTY OF ROCKLAND, AND THE COUNTY OF ROCKLAND INDUSTRIAL
 DEVELOPMENT AGENCY FOR PROPERTY CONSISTING OF APPROXIMATELY 249
 ACRES ALONG WITH A 700 MEGAWATT ELECTRIC GENERATING FACILITY,
 COMMONLY REFERRED TO AS THE BOWLINE ELECTRIC GENERATING FACILITY
 AND HUDSON VALLEY GAS CORPORATION, LOCATED IN THE TOWN OF HAVERSTRAW,
 VILLAGE OF HAVERSTRAW, VILLAGE OF WEST HAVERSTRAW UNDER
 VARIOUS TAX MAP BLOCK AND LOT NUMBERS
 (IDENTIFIED IN THE PILOT AGREEMENT)
 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
 [DEPARTMENT OF FINANCE]
 [PILOT]**

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

WHEREAS, NRG Bowline, LLC (“NRG”) and Hudson Valley Gas Corporation (“HVG”) have requested that the County of Rockland Industrial Development Agency acquire a leasehold interest in approximately 249± acres of improved real property located in the Town of Haverstraw, County of Rockland, State of New York, more particularly described in Exhibit “A” attached hereto (the “Land”); so as to facilitate a settlement of pending tax litigation by and among NRG, HVG, the Village of Haverstraw, Village of West Haverstraw, Town of Haverstraw, the North Rockland Central School District, and County of Rockland; and,

WHEREAS, The proposal also includes a combined 700 megawatt (“MW”) electric generating facility located on the Land and commonly referred to as the Bowline Electric Generating Facility and Hudson Valley Gas Corporation (the “Facility”); and,

WHEREAS, The Land and the Facility are collectively referred to as the “Project Facility”; and,

WHEREAS, The proposal will maintain the operation of the Project Facility in Rockland County, to help preserve the competitive position of the Company in the merchant energy industry as that industry faces the financial challenges created by deregulation, to induce continued investment by NRG and HVG for the operation and maintenance of the Project Facility, and to prevent the closing or distressed sale of the Project Facility so as to preserve the permanent private sector jobs currently existing at the Project Facility; and

WHEREAS, HVG owns a portion of the Project Facility associated with a gas pipeline and NRG owns the balance of the Project Facility; and

WHEREAS, NRG and HVG wish to enter into an agreement with the County of Rockland, for payment of monies in lieu of taxes (“PILOT”) pursuant to General Municipal Law 925-l; and

WHEREAS, The PILOT would exempt the Project Facility from General Ad Valorem Taxes levied or imposed by the County for the term of the agreement, commencing on March 1, 2014 and expiring on December 31, 2021, covering taxes that would otherwise be due with respect to the 2014 through 2021 Town, County, School District, and Villages of Haverstraw and West Haverstraw assessments; and,

WHEREAS, For the seven (7) year term of the PILOT (i.e., the 2014 to 2020 assessment rolls inclusive), the total payments to all jurisdictions involved will be \$2.7 million per tax year; and,

WHEREAS, For the seven (7) year term of the PILOT (i.e., the 2014 to 2020 assessment rolls inclusive), the County's portion of the annual \$2.7 million will be approximately \$127,700; and,

WHEREAS, Upon execution of the agreement, the County is required to refund NRG overpaid real property taxes in the estimated sum of \$358,632.00; and,

WHEREAS, The Village of Haverstraw, the Village of West Haverstraw, Town of Haverstraw, the North Rockland Central School District and the Rockland County Industrial Development Agency are also in the process of approving this 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 a Payment In Lieu Of Taxes (PILOT) agreement with NRG Bowline, LLC and Hudson Valley Gas Corporation, the Village of Haverstraw, the Village of West Haverstraw, the Town of Haverstraw, the North Rockland Central School District, County of Rockland and County of Rockland Industrial Development Agency for payment of monies in lieu of taxes as 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.

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**THE TOWN OF HAVERSTRAW, VILLAGE OF HAVERSTRAW, VILLAGE OF WEST
HAVERSTRAW, HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT,
COUNTY OF ROCKLAND, AND COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY**

AND

**NRG BOWLINE, LLC
HUDSON VALLEY GAS CORPORATION**

PAYMENT IN-LIEU OF TAXES AGREEMENT

FOR THE

BOWLINE ELECTRIC GENERATING FACILITY

DATED AS OF February ____, 2014

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**BOWLINE ELECTRIC GENERATING FACILITY
PAYMENT IN-LIEU OF TAXES AGREEMENT**

This **PAYMENT IN-LIEU OF TAXES AGREEMENT**, dated as of the _____ day of February, 2014 (the "**Agreement**"), by and among the **TOWN OF HAVERSTRAW**, a body corporate and politic existing under the laws of the State of New York, with an office at 1 Rosman Road, Garnerville, New York (the "**Town**"), the **VILLAGE OF HAVERSTRAW**, a body corporate and politic existing under the laws of the State of New York, with an office at 40 New Main Street, Haverstraw, New York ("**Haverstraw Village**"), the **VILLAGE OF WEST HAVERSTRAW**, a body corporate and politic existing under the laws of the State of New York, with an office at 130 Samsondale Ave, West Haverstraw, New York ("**West Haverstraw Village**"), the **HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT**, a central school district of the State of New York, with an office at 65 Chapel Street, Garnerville, New York (the "**School District**"), the **COUNTY OF ROCKLAND**, a body corporate and politic existing under the laws of the State of New York, with an office at 11 New Hempstead Road, New City, New York (the "**County**"), and together with the Town, Haverstraw Village, West Haverstraw Village, and the School District, the "**Tax Jurisdictions**"), the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, duly organized and validly existing under the laws of the State of New York, with an office at One Blue Hill Plaza, Pearl River, New York (the "**Agency**"), and **NRG BOWLINE, LLC**, a limited liability company duly organized and validly existing under the laws of the State of _____ and authorized to do business in the State of New York, with an office at _____, and the **HUDSON VALLEY GAS CORPORATION**, a New York Corporation, both with an office at 140 Samsondale Avenue, West Haverstraw, New York (the "**Company**") (the "**Company**") (the Tax Jurisdictions, the Agency, and the Company are referred to herein as the "**Parties**"),

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the New York General Municipal Law (the "**Enabling Act**") was duly enacted into law as Chapter 1030 of the New York Laws of 1969; and

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WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the residents of the several counties, cities, villages, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any buildings or other improvements, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State of New York and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its properties, to grant financial assistance as defined in Section 874(14) thereof, and to enter into an agreement which includes provisions such as those contained in this Agreement; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 564 of the New York Laws of 1980 (collectively with the Enabling Act, the “Act”) and is empowered under the Act to undertake the Project (as hereinafter defined); and

WHEREAS, the Agency, by resolution adopted on February) __, 2014 (the “**Inducement Resolution**”), agreed at the request of the Tax Jurisdictions and the Company to undertake a certain project (the “**Project**”) consisting of the acquisition of a leasehold interest in approximately 249± acres of improved real property located in the Town of Haverstraw, County of Rockland, State of New York, more particularly described in Exhibit “A” attached hereto (the “**Land**”), together with a current combined 700 megawatt (“**MW**”) electric generating facility located on the Land and commonly referred to as the Bowline Electric Generating Facility and Hudson Valley Gas Corporation (HVG as defined herein) (the “**Facility**”) (the Land and the Facility are collectively referred to as the “**Project Facility**”), to maintain the operation of the Project Facility in Rockland County, to preserve the competitive position of the Company in the merchant energy industry as that industry faces the financial challenges created by deregulation, to induce continued capital investment by the Company in the Project Facility, and to prevent the closing or distressed sale of the Project Facility so as to preserve the permanent private sector jobs currently existing at the Project Facility; and (c) the grant of “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of exemption from real property taxes and this Agreement (the “**Financial Assistance**”); and

WHEREAS, HVG owns a portion of the Project Facility associated with a gas pipeline and the Company owns the balance of the Project Facility; and

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WHEREAS, pursuant to a certain lease agreement (the “**Company Lease**”) dated as of February __, 2014 the Company and HVG leased the Project Facility to the Agency, and pursuant to a certain lease agreement (the “**Lease Agreement**”) dated as of February __, 2014 the Agency subleased the Project Facility to the Company and HVG; and

WHEREAS, the Parties deem the tax settlement as described herein, and to be executed upon the completion of this PILOT, to be an important factor for the continued economic viability of the Project Facility and its continued operation with its attendant jobs, all of which are important to the economic health of the County and the State; and

WHEREAS, the Financial Assistance contemplated by this Agreement is an essential means for implementing the tax settlement by and among the Company and the Tax Jurisdictions; and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (“**RPTL**”), the Agency is not required to pay real property taxes upon any of the property acquired by it or under its jurisdiction, supervision or control; and

WHEREAS, over the past year representatives of the Tax Jurisdictions and the Company have been engaged in negotiations regarding resolution of tax certiorari actions dating back to 2009 concerning the assessed value of the Project Facility and the tax or in-lieu of tax treatment of the Project Facility; and

WHEREAS, all outstanding certiorari actions relating to the Project Facility have been resolved and the Company and the Tax Jurisdictions have entered into a certain Stipulation of Settlement which was approved by order of the State of New York Supreme Court, Rockland County (the “**Court**”), dated February __, 2014 (the “**Stipulation of Settlement and Order**”); and

WHEREAS, such Stipulation of Settlement and Order is conditioned upon, *inter alia*, exemption of the Project Facility from General *Ad Valorem* Taxes (as defined herein) and entry into this Agreement; and

WHEREAS, pursuant to Section 925-1 of the Act, projects promoted, developed and assisted by the Agency shall be liable for, in-lieu of real property taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the Tax Jurisdictions and the Company, which sum shall be paid by the Company to the Tax Jurisdictions pursuant to the terms of this Agreement; and

WHEREAS, by resolution dated February __, 2014 (“**Town Authorizing Resolution**”), a copy of which is attached hereto as part of Exhibit “B”, the Town Board of the Town approved this Agreement, consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the Town for the term of this Agreement, and authorized the execution and delivery of this Agreement by the Supervisor of the Town; and

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WHEREAS, by resolution dated February __, 2014 (“**Haverstraw Village Authorizing Resolution**”), a copy of which is attached hereto as part of Exhibit “B”, the Board of Trustees of Haverstraw Village approved this Agreement, consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by Haverstraw Village for the term of this Agreement, and authorized the execution and delivery of this Agreement by the Mayor of Haverstraw Village; and

WHEREAS, by resolution dated February __, 2014 (“**West Haverstraw Village Authorizing Resolution**”), a copy of which is attached hereto as part of Exhibit “B”, the Board of Trustees of West Haverstraw Village approved this Agreement, consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by West Haverstraw Village for the term of this Agreement, and authorized the execution and delivery of this Agreement by the Mayor of West Haverstraw Village; and

WHEREAS, by resolution dated February __, 2014 (“**School District Authorizing Resolution**”), a copy of which is attached hereto as part of Exhibit “B”, the Board of Education of the School District approved this Agreement, consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the School District for the term of this Agreement, and authorized the execution and delivery of this Agreement by the Superintendent of Schools of the School District; and

WHEREAS, by resolution dated February __, 2014 (“**County Authorizing Resolution**”), a copy of which is attached hereto as part of Exhibit “B”, the Board of Legislators of the County approved this Agreement, consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the County for the term of this Agreement, and authorized the execution and delivery of this Agreement by the County Executive of the County; and

WHEREAS, on February __, 2014 the Agency held a duly noticed public hearing at the Town Hall of the Town in relation to the proposed grant of financial assistance in excess of \$100,000 in the form of a PILOT agreement, and at such public hearing representatives of the Tax Jurisdictions spoke in favor of the terms incorporated in this Agreement; and

WHEREAS, by resolution dated February __, 2014 (“**Agency Authorizing Resolution**”), a copy of which is attached hereto as part of Exhibit “B”, the Agency approved this Agreement, agreed to provide financial assistance in the form of an exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the Tax Jurisdictions, and authorized the execution and delivery of this Agreement by the Chairperson of the Board of Directors of the Agency; and

WHEREAS, the Parties desire to enter into this Agreement in satisfaction of a condition to such Stipulation of Settlement and Order and each Tax Jurisdiction consents to and the Company agrees to pay the proposed payments in-lieu of real property taxes (“**PILOT Payments**”) set forth in this Agreement;

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NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified herein or given to such terms in Article I of the Lease Agreement, except as otherwise expressly provided for herein or as the context hereof otherwise requires.

“Act” means the Enabling Act and Chapter 564 of the New York Laws of 1980.

“AG” means the New York State Attorney General.

“Agency” means the County of Rockland Industrial Development Agency.

“Agency Authorizing Resolution” means a certain resolution adopted by the Agency on January (February) __, 2014 through which the Board of Directors of the Agency a) approved this Agreement, b) agreed to provide financial assistance in the form of an exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the Tax Jurisdictions, and c) authorized the execution and delivery of this Agreement by the Chairperson of the Board of Directors of the Agency.

“Agreement” means this payment in-lieu of taxes agreement.

“Base Payments” means annual PILOT Payments made by the Company to the Tax Jurisdictions pursuant to Section 3.3 of this Agreement.

“Company” means NRG Bowline, LLC, a limited liability company duly organized and validly existing under the laws of the State of _____ and authorized to do business in the State of New York.

“Company Lease” means a certain lease agreement dated as of the Effective Date between the Company and the Agency pursuant to which the Company leased the Project Facility to the Agency.

“County” means the County of Rockland.

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“**County Authorizing Resolution**” means Resolution No. ____ adopted by the County on February __, 2014 through which the Board of Legislators of the County a) approved this Agreement, b) consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the County for the term of this Agreement, and c) authorized the execution and delivery of this Agreement by the County Executive of the County.

“**County Solid Waste Authority**” means the County of Rockland Solid Waste Management Authority.

“**Court**” means the State of New York Supreme Court, Rockland County.

“**Effective Date**” means March 1, 2014.

“**Enabling Act**” means Title 1 of Article 18-A of the New York General Municipal Law.

“**Facility**” means a current combined 700 MW electric generating facility located on the Land and commonly referred to as the Bowline Electric Generating Facility, consisting of two power generating units commonly referred to as Units 1 and 2, and related improvements.

“**Financial Assistance**” shall have the meaning provided such term in the recitals.

“**General Ad Valorem Tax**” means a charge imposed upon real property by or on behalf of a taxing authority for municipal or school district (including library) purposes but does not include a Special District Tax.

“**Guarantee Agreement**” means the guarantee agreement by and between NRG Corporation and the Agency dated as of February __, 2014.

“**Haverstraw Village**” means the Village of Haverstraw.

“**Haverstraw Village Authorizing Resolution**” means Resolution No. ____ adopted by Haverstraw Village on February __, 2014 through which the Board of Trustees of Haverstraw Village a) approved this Agreement, b) consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by Haverstraw Village, and c) authorized the execution and delivery of this Agreement by the Mayor of Haverstraw Village.

“**HVG**” means Hudson Valley Gas Corporation, a New York corporation and affiliate of the Company.

“**Inducement Resolution**” means that certain resolution adopted by the Agency on February __, 2014 pursuant to which the Board of Directors of the Agency determined that the undertaking of the Project and the provision of financial assistance by the Agency in the form of an exemption from General *Ad Valorem* Taxes is authorized by the Enabling Act and Chapter 163 and will be in furtherance of the policy of the State as set forth therein.

“**Land**” means the real property described in Exhibit “A”.

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“**Lease Agreement**” means a certain lease agreement dated as of the Effective Date between the Company and the Agency pursuant to which the Agency subleased the Project Facility to the Company.

“**MW**” means megawatt of electricity.

“**Mortgaged Premises**” means the Project Facility.

“**NOV**” means a Notice of Violation issued by the NYSDEC.

“**NYISO**” means the New York Independent System Operator.

“**NYSDEC**” means the New York State Department of Environmental Conservation.

“**Parties**” means the Town, Haverstraw Village, West Haverstraw Village, the School District, the County, the Agency, and the Company.

“**PILOT**” means payment in-lieu of tax.

“**PILOT Mortgage**” shall mean that certain Mortgage granted by the Company (and the Agency as leasehold Mortgagor) in favor of the Tax Jurisdictions to secure the Company’s obligations under Article III of the PILOT Agreement.

“**PILOT Payments**” means annual payments in-lieu of taxes payable to the Tax Jurisdictions.

“**Project**” means a certain Agency project involving the conferral of exemption benefits on the Project Facility to maintain the operation of the Project Facility in Rockland County, to preserve the competitive position of the Company in the deregulated electric generation industry, to induce continued capital investment by the Company in the Project Facility, and to preserve the permanent private sector jobs currently existing at the Project Facility.

“**Project Documents**” means the Company Lease, the Lease Agreement, the Indemnification Agreement Regarding Hazardous Materials dated as of the Effective Date, and all other documents executed by the Company in connection with this transaction.

“**Project Facility**” means the Land and the Facility.

“**PSC**” means the New York Public Service Commission.

“**RPTL**” means the New York Real Property Tax Law.

“**Refunds**” means the amount of overpaid real property taxes to be refunded to the Company by the Taxing Jurisdictions.

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“**School District**” means the Haverstraw-Stony Point Central School District.

“**School District Authorizing Resolution**” means Resolution No. ___ adopted by the School District on February __, 2014 through which the Board of Education of the School District a) approved this Agreement, b) as of the Effective Date consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the School District, and c) authorized the execution and delivery of this Agreement by the Superintendent of the School District.

“**Special District Taxes**” means any special assessments and special *ad valorem* taxes levied or imposed on the Project Facility that are not subject to the exemption provided by RPTL Section 412-a. For the purposes of this Agreement, Special District Taxes are limited to charges (but not usage charges) and taxes issued or levied by the Town Lighting District #1, Town Water District, Town/Thiells Fire District, Town Ambulance District, Town Sewer District #1, Town Sewer District #3, and the County Solid Waste Authority.

“**State**” means the State of New York.

“**Stipulation of Settlement and Order**” means a certain Stipulation of Settlement and Order which settled the outstanding certiorari litigation, as follows: (a) Mirant Bowline, LLC v. Town of Haverstraw et al.: SU 2009-6850; 2010-7854; (b) Genon Bowline, LLC v. Town of Haverstraw et al.: SU 2011-030600, SU 2012-034161; (c) HVG v. Town of Haverstraw et al.: SU 2009-6860; 2010-7583; 2011-030599, SU 2012-034162, SU 2013-034187; (d) NRG Bowline, LLC v. Town of Haverstraw et al.: SU 2013-034189; (e) Mirant/Genon Bowline, LLC v. Village of Haverstraw: SU 2009-3815; SU 2010-4091; SU 2011-3538, SU 2012-031959; NRG Bowline, LLC v. Village of Haverstraw: SU 2013-032252; brought pursuant to Article 7 of RPTL in the Court seeking review of the assessments placed upon the Project Facility for the assessment years (2009-2011) between the Tax Jurisdictions and the Company concerning the tax treatment of the Project Facility.

“**Tax Jurisdictions**” means the Town, Haverstraw Village, West Haverstraw Village, the School District, and the County.

“**Town**” means the Town of Haverstraw.

“**Town Authorizing Resolution**” means Resolution No. ___ adopted by the Town on February __, 2014 through which the Town Board of the Town a) approved this Agreement, b) consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by the Town, and c) authorized the execution and delivery of this Agreement by the Supervisor of the Town.

“**Unit**” means a separately operable electric generating system comprising a portion of the Project Facility whose output is independently tracked by the NYISO including, but not limited to, those units commonly known as Units 1 and 2.

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“West Haverstraw Village” means the Village of West Haverstraw.

“West Haverstraw Village Authorizing Resolution” means Resolution No. ____ adopted by West Haverstraw Village on February __, 2014 through which the Board of Trustees of West Haverstraw Village a) approved this Agreement, b) consented to exemption of the Project Facility from General *Ad Valorem* Taxes levied or imposed by West Haverstraw Village, and c) authorized the execution and delivery of this Agreement by the Mayor of West Haverstraw Village.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Covenants by the Tax Jurisdictions and Agency.

Each of the Tax Jurisdictions and Agency, each solely for itself, hereby represents and covenants that, as of the date of this Agreement:

- a. It is duly organized, validly existing, and in good standing under the laws of the State and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
- b. It will execute, acknowledge, and deliver all such further leases, deeds, conveyances, mortgages, assignments, estoppel certificates, notices, or assignments, transfers, assurances, and other agreements as any of the Parties may reasonably require from time to time in order to give further effect to this Agreement.
- c. All necessary action has been taken to authorize its execution, delivery, and performance of this Agreement, and this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with the terms of this Agreement.
- d. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by it except such as have been or will be duly obtained or made.

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e. To the best of its knowledge, none of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any of its resolutions, or any of its formation documents, as amended, or of any restriction or any agreement or instrument to which it is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any bond, indenture, or any other agreement or instrument to which it is a party or by which it or any of its properties or assets is bound.

f. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against it, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

g. To the best of its knowledge, the conduct of its business is in compliance with all applicable governmental approvals with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

Section 2.2 Representations and Covenants by the Company.

The Company hereby represents and covenants that, as of the date of this Agreement:

a. The Company is duly organized, validly existing, and in good standing under the laws of the state in which it is formed and is qualified to do business in the State as set forth in the first paragraph of this Agreement, has requisite authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

b. The Company will execute, acknowledge and deliver all such further leases, deeds, conveyances, mortgages, assignments, estoppel certificates, notices, or assignments, transfers, assurances, and other agreements as any of the Parties may reasonably require from time to time in order to give further effect to this Agreement.

c. All necessary action has been taken to authorize the Company's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Company's legal, valid, and binding obligation enforceable against it in accordance with its terms.

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d. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Company except such as have been or will be duly obtained or made or such as are required for the operation or maintenance of the Project Facility, and the Company has no reason to believe that any such government approval will not be made or obtained as required for the Company's performance hereunder.

e. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transaction contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Company's Operating Agreement or of any restriction or any agreement or instrument to which the Company is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other agency or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Company's properties or assets are bound.

f. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to the Company's knowledge, threatened against the Company, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Company's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

g. The Company has no disputed, and will use all reasonable efforts to maintain, compliance with applicable governmental approvals and all applicable laws, rules, regulations and published guidance with respect to which a failure to comply, in any case or in the aggregate, would result in a material adverse effect on the Company's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement, provided, however, that the Company reserves all of its right to negotiate and settle any alleged violation of Legal Requirements, past, present, or future, with any applicable governmental agency.

ARTICLE III

PAYMENTS IN-LIEU OF TAXES

Section 3.1 Term, Due Dates, Invoices, Tax Years and Staggered Effective Expiration.

a. Term. This Agreement shall commence on March 1, 2014 (the "Effective Date"), and expire on February 28, 2020.

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b. **Due Dates.** PILOT Payments to the Town and the County shall be made on or before January 31 of the applicable tax year. PILOT Payments to the School District shall be made on or before September 30 of the applicable tax year. PILOT Payments to Haverstraw Village and West Haverstraw Village shall be made on or before June 30 of the applicable tax year.

c. **Invoices.** At least thirty (30) days prior to the due date for an applicable tax year, each of the Tax Jurisdictions shall present an invoice to the Company stating the amount of the respective PILOT Payment and the date when due. PILOT Payments shall be paid by the Company directly to each respective Tax Jurisdiction.

d. **Tax Years.** This Agreement shall cover taxes that would otherwise be due with respect to the 2014 through 2020 Town, County, School District, and Villages of Haverstraw and West Haverstraw assessments, as more fully set forth as follows:

PILOT Year	Town Assessment Roll Year	Town/County Tax Year (Calendar)	Town/County Payment Due Date	School Fiscal/Tax Year	School Payment Date
1	2014	2015	31-Jan-15	2014-15	30-Sep-14
2	2015	2016	31-Jan-16	2015-16	30-Sep-15
3	2016	2017	31-Jan-17	2016-17	30-Sep-16
4	2017	2018	31-Jan-18	2017-18	30-Sep-17
5	2018	2019	31-Jan-19	2018-19	30-Sep-18
6	2019	2020	31-Jan-20	2019-20	30-Sep-19
7	2020	2021	31-Jan-21	2020-21	30-Sep-20

PILOT Year	Village of West Haverstraw Roll Year (Applies Town Roll)	Village of West Haverstraw Fiscal/Tax Year	Village of West Haverstraw Payment Due Date	Village of Haverstraw Roll Year	Village of Haverstraw Tax Year	Village of Haverstraw Payment Due Date
1	2014	2015-16	30-Jun-15	2014	2014-15	30-Jun-14
2	2015	2016-17	30-Jun-16	2015	2015-16	30-Jun-15
3	2016	2017-18	30-Jun-17	2016	2016-17	30-Jun-16
4	2017	2018-19	30-Jun-18	2017	2017-18	30-Jun-17
5	2018	2019-20	30-Jun-19	2018	2018-19	30-Jun-18
6	2019	2020-21	30-Jun-20	2019	2019-20	30-Jun-19
7	2020	2021-22	30-Jun-21	2020	2020-21	30-Jun-20

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e. Staggered Effective Expiration. For any Tax Jurisdiction tax year in which an exemption on the Project Facility persists but payments are not required pursuant to Section 3.3, the Company shall, pursuant to Section 925-1 of the Act, be liable to such Tax Jurisdiction for payment in lieu of taxes in an amount equal to the full amount of General *Ad Valorem* Taxes that would have been levied on the Project Facility in the absence of such exemption.

Section 3.2 Tax Exempt Status of Project Facility.

Pursuant to Section 874 of the Act, and Section 412-a of the RPTL, upon commencement of the Agency’s leasehold interest in the Project Facility, and continuing for the period during which the Agency maintains jurisdiction over the Project Facility by maintaining such leasehold interest, the Project Facility shall be assessed as exempt from General *Ad Valorem* Taxes upon the assessment rolls of the Tax Jurisdictions. Such real property tax exemption shall first apply to the 2014 assessment roll of the Town and the 2014 assessment roll of Haverstraw Village. Immediately following execution and delivery of this Agreement, the Agency shall file form RP-412-a with the assessors for the Town and Haverstraw Village and any other assessor charged with preparing the assessment rolls for the Tax Jurisdictions.

Section 3.3 Base Payments.

The Company shall make annual PILOT Payments to the Tax Jurisdictions in the following amounts (“**Base Payments**”), as follows:

For the seven (7) year term of the PILOT (i.e., the 2014 to 2020 assessment rolls, inclusive), the Total PILOT Payment for all Taxing Jurisdictions shall be \$ 2.7 million. The following represents the apportionment of such \$2.7 million tax payment among the taxing jurisdictions, as follows:

ALLOCATION OF PILOT	<u>School/Lib</u>	<u>Town</u>	<u>County</u>	<u>Vill. Hav.</u>	<u>Vill. WHav</u>	<u>Total</u>
	1,653,000	862,350	127,700	46,430	10,520	2,700,000

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Section 3.4 Credits for Real Property Tax Payments.

Any General *Ad Valorem* Taxes paid by the Company relative to the Project Facility to any of the Tax Jurisdictions during a tax year to which this Agreement applies will be used as a refundable credit against the payments due under this Agreement for the Base Payments due in that tax year. Should the Company, under any subsequently adopted State or local law, pay in any tax year to the Tax Jurisdictions any amounts in the nature of General *Ad Valorem* Taxes levied and/or assessed upon the Project Facility or the interest therein of the Company or the occupancy thereof by the Company, then the Company's obligation hereunder to make Base Payments in such tax year (to the involved Tax Jurisdiction(s)) shall be reduced by the amounts which the Company shall have so paid to those Tax Jurisdiction(s) in such year. If the Company desires to claim a credit against or refund of any particular Base Payment due hereunder, the Company shall give the respective Tax Jurisdictions prior written notice of its intention to claim any credit pursuant to the provisions of this Section, such notice to be given by the Company at least ten (10) days prior to the final date on which such Base Payment is due (or within thirty (30) days after payment of tax where a refund is claimed) pursuant to the provisions of Section 3.1 above. This provision shall not apply to payments resulting from improvements covered by Section 3.6 hereof.

Section 3.5 Special District Taxes.

The total taxable assessed value of the Project Facility (or proportion thereof as otherwise encompassed by a Special District) shall be set by the Town Assessor provided, however, that during the term of the PILOT if the aggregate tax bills of such special districts (for greater certainty, such special districts are as follows: Theills-Roosevelt Fire; Ambulance; Lighting; Sewer #1; Water; and County Solid Waste) exceed three hundred thousand dollars (\$300,000) in any given year, there will be a corresponding dollar for dollar reduction in the Town of Haverstraw's portion of the Total PILOT Payment set forth in Section 3.3, above. Any taxes attributable to a new Special District will be included in such \$300,000 calculation. Moreover, such Special District total assessed values may be further adjusted, as follows:

- a. Should either Bowline Unit 1 or Bowline Unit 2 be retired (as the term retire, retired, or retirement is defined below), but one of either Bowline Unit 1 or Bowline Unit 2 continues to operate, the total taxable assessed value of the Project Facility for the purpose of calculating the special district taxes shall be reduced by the percentage that such retired unit's MW bears to the total Project Facility MW.
- b. For purposes of this PILOT, "retire, retired and/or retirement" means either Bowline Unit 1 and/ or Bowline Unit 2 is permanently retired and disconnected from the New York transmission grid, and physically incapable of operation.

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Section 3.6 Additional Improvements and Repair.

If Bowline Unit 2, represented by NRG to be derated to 150MW in December 2010 after inspection of the boiler, is repaired, in whole or in part, any incremental increase in MW will result in an annual PILOT payment increase of \$1000 per year per MW of such increase in incremental MWs as reflected in the NYISO capacity market, to be apportioned as follows:

Bowline 2				
Restoration	School/Lib	Town	County	Total
	62.55%	32.61%	4.83%	100.00%

Such increase will be determined as of February 1 of each year until the full incremental increase is so reflected and each incremental increase will be effective as of the next taxable status date for purposes of any payment made hereunder. All Parties acknowledge the staggered nature of this process and that it will take a period of several years before the total MW increase will be reflected in the NYISO capacity market and the taxing jurisdictions receive full payment hereunder. The term “Repair” shall mean the “re-rating” of Bowline Unit 2 from its current de-rated 150 MW up to its former 564 MW rated capacity.

Section 3.7 Unit Retirement/Mothball Payments.

a. If either Bowline Unit 1 or Bowline Unit 2 is retired (but not both units):

(i) prior to March 1, the next scheduled Total PILOT Payment for the year of retirement (e.g., if the retirement takes place on or before March 1, 2016, the next scheduled Total PILOT Payment will be for the 2016 assessment rolls) shall be reduced by the percentage that such retired unit’s MW bears to the total current Project Facility MW; and

(ii) after March 1, the next scheduled Total PILOT Payment for the year immediately following the year of retirement (e.g., if the retirement takes place after March 1, 2016, the next scheduled Total PILOT Payment will be for the 2017 assessment rolls) shall be reduced by the percentage that such retired unit’s MW bears to the total current Project Facility MW.

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- b. Should both Bowline Unit 1 and Bowline Unit 2 be retired (either together or at separate times):
 - a. Prior to March 1 in the year of the last retirement, the next scheduled Total PILOT Payment shall be for the assessment rolls for the year of the last retirement (e.g., if the last retirement takes place on or before March 1, 2016, the next scheduled Total PILOT Payment will be for the 2016 assessment rolls) and shall total the stipulated one million dollars (\$1,000,000) and shall be apportioned pursuant to the allocation of PILOT set forth in Section 3.3, above.
 - b. After March 1 in the year of the last retirement, the next scheduled Total PILOT Payment shall be for the assessment rolls for the year immediately following the year of the last retirement (e.g., if the last retirement takes place after March 1, 2016, the next scheduled Total PILOT Payment will be for the 2017 assessment rolls) and shall total the stipulated one million dollars (\$1,000,000) and shall be apportioned pursuant to the allocation of PILOT set forth in Section 3.3, above.
- c. If either Bowline Unit 1 or Bowline Unit 2 is mothballed (but not both units):
 - (i) prior to March 1, the next scheduled Total PILOT Payment for the year of mothballing (e.g., if the mothballing takes place on or before March 1, 2016, the next scheduled Total PILOT Payment will be for the 2016 assessment rolls) shall be the stipulated amount of one million one hundred thousand dollars (\$1,100,000) representing the land and mothballing payments. The residual improvement payment of one million seven hundred thousand dollars (\$1,700,000) shall be reduced by the percentage that such mothballed unit's MW bears to the current total Project Facility MW, and shall be apportioned pursuant to the allocation of PILOT set forth in Section 3.3, above; and
 - (ii) after March 1, the next scheduled Total PILOT Payment for the year immediately following the year of mothballing (e.g., if the mothballing takes place after March 1, 2016, the next scheduled Total PILOT Payment will be for the 2017 assessment rolls) shall be the stipulated amount of one million one hundred thousand dollars (\$1,100,000) representing the land and mothballing payments. The residual improvement payment of one million seven hundred thousand dollars (\$1,700,000) shall be reduced by the percentage that such retired unit's MW bears to the current total Project Facility MW, and shall be apportioned pursuant to the allocation of PILOT set forth in Section 3.3, above.
- d. Should both Bowline Unit 1 and Bowline Unit 2 be mothballed (either together or at separate times):
 - a. Prior to March 1 in the year of the last mothballing, the next scheduled Total PILOT Payment shall be for the assessment rolls for the year of such mothballing (e.g., if the mothballing takes place on or before March 1, 2016, the next scheduled Total PILOT Payment will be for the 2016 assessment rolls) and shall total the stipulated total amount of one million one hundred thousand dollars (\$1,100,000) and shall be apportioned pursuant to the allocation of PILOT set forth in Section 3.3, above.

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- b. After March 1 in the year of the last mothballing, the next scheduled Total PILOT Payment shall be for the assessment rolls for the year immediately following the year of such mothballing (e.g., if the mothballing takes place after March 1, 2016, the next scheduled Total PILOT Payment will be for the 2017 assessment rolls) and shall total the stipulated one million one hundred thousand dollars (\$1,100,000) and shall be apportioned pursuant to the allocation of PILOT set forth in Section 3.3, above.
- c. In the event either or both Bowline Units 1 and 2 are restored to commercial operation prior to March 1 of any applicable year, then the PILOT payment as set forth in Section 3.3, above, shall be applicable for that PILOT year. In the event that such restoration occurs after March 1 of any applicable year, then the PILOT payment as set forth in Section 3.3, above, shall be applicable for the subsequent PILOT year.

Section 3.8 Late Payments.

PILOT Payments not made to the respective Tax Jurisdictions prior to the date due shall be subject to interest and penalties as required by Section 874(5) of the Act. The officers collecting real property taxes for the Tax Jurisdictions hereunder shall be entitled to present to the County (with a copy to the Agency) a statement to the effect that PILOT Payments, if any, remain unpaid. The County shall be entitled, upon receipt of such statement, to levy against the Project Facility for any unpaid PILOT Payments set forth in such statement, together with all applicable interest and penalties, and collect and enforce such levy in the same manner and to the same extent as provided by law for the collection of real property taxes, notwithstanding the fact that the Project Facility is otherwise wholly exempt from taxation.

Section 3.9 Default.

In the event that any PILOT Payment or any Special District Tax payment is not received by a Tax Jurisdiction within thirty (30) days of the Company's receipt of a written notice of default pursuant to this PILOT Agreement by a Tax Jurisdiction, the PILOT Mortgage, the Lease Agreement, or any documents ancillary thereto, such Tax Jurisdiction may elect to terminate this Agreement and the exemption covering the Project Facility. Any Company default under the PILOT Mortgage or Lease Agreement shall be a default hereunder. Other events of default under this Agreement shall include the following to the extent same are not cured within (30) days of the Company's receipt of a written notice of default to this PILOT Agreement by a Tax Jurisdiction:

- a. failure of the Company to perform any of its obligations, monetary or otherwise, under this Agreement, the Lease Agreement or any ancillary agreements thereto, beyond any applicable cure or grace period;
- b. the voluntary or involuntary granting of a lien or interest in the Project Facility senior to or *pari passu* with the liens and interests of the Tax Jurisdictions;
- c. the occurrence of an event of default which leads to the commencement or institution of foreclosure proceedings against the Mortgaged Premises.

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In the event of termination pursuant to this Section 3.9, the Company shall be subject to any action at law or in equity that the respective Tax Jurisdictions deem appropriate to collect amounts due hereunder (including upon the contractual lien created by Section 3.8 for any late payment), the Project Facility will be classified as taxable by the assessors for the Town and Haverstraw Village, and the Company shall thenceforward be responsible for payment of General *Ad Valorem* Taxes to the Tax Jurisdictions pursuant to their current law.

In the event the Company defaults under any provision of this Agreement, the PILOT Mortgage, the Lease, or other documents ancillary thereto, and the Agency or the Tax Jurisdictions employ attorneys or incur other expenses in connection therewith, including the collection of PILOT Payments, the Company agrees to pay the reasonable fees and disbursements of such attorneys and such other expenses so incurred.

In the event the Project Facility is placed back on the taxable assessment rolls of the Town and Haverstraw Village, the Company shall have no right, and hereby specifically waives any right, to challenge such assessments unless such assessments would generate General *Ad Valorem* Taxes in excess of the Base Payments for the tax year to which such assessments apply.

Section 3.10 Damage or Destruction.

In the event that the Project Facility is damaged or destroyed, there shall be no change in PILOT Payments hereunder, except as allowed for by this Agreement. If the Company elects to repair or replace the Project Facility, the replacement facilities shall continue to be subject to this Agreement consistent with Section 3.9.

Section 3.11 Sale or Transfer of of Project Facility.

NRG Bowline, LLC and HVG may sell, assign, transfer or convey all or any part of its real or personal property subject to the Bowline Complex PILOT to any affiliated or non-affiliated party without the consent of any Taxing Jurisdiction, provided that any such sale, assignment, transfer, lease or conveyance includes, as set forth above, an assignment of the rights and obligations of NRG Bowline, LLC or HVG, as the case may be, under this PILOT that relate to the property sold, assigned, transferred, leased or conveyed, and the assignee assumes such obligations. NRG may also assign this PILOT to lenders who provide financing for the design, development, construction, operation or Restoration of the Project Facility under the same terms and conditions of this paragraph as set forth above, without the consent of any Taxing Jurisdiction.

Section 3.12 Payments After Expiration of Term.

At the expiration or earlier termination of the term of this Agreement, the assessment, levy, and collection of taxes related to the Project Facility shall be made pursuant to their current law.

LETTER DATED - January 24, 2014

Section 3.13 Tax Parcel Consolidation.

During the first year of the Bowline Complex PILOT, NRG and the Town agree to consolidate the existing tax map parcels to as few parcels as are possible, consistent with Village and partial special district boundaries.

ARTICLE IV

DISMISSAL OF LITIGATION AND REFUNDS

Section 4.1 Dismissal of Litigation.

Upon execution and delivery of this Agreement, the Stipulation of Settlement and Order shall become fully effective and the Parties shall notify the Court that this Agreement has been executed and delivered. The Stipulation of Settlement and Order requires dismissal of the outstanding real property tax certiorari proceedings concerning the Project Facility, as delineated above, (with such dismissal to cover claims by the Company against the Tax Jurisdictions with respect to the payment of all taxes other than as created by this Agreement).

Section 4.2 Refunds.

Upon execution of this Agreement, the Taxing Jurisdictions shall refund to the Company overpaid real property taxes in the following amounts (the "Refunds"), pursuant to the following allocation formula:

Refund Distribution	School/Lib	Town	County	Vill. Hav.	Vill. WHav	Total
Percentage	58.03%	30.25%	4.48%	6.88%	0.36%	100.00%
Amount	4,642,010	2,420,303	358,632	550,358	28,697	8,000,000

Refunds shall be paid to the Company by each responsible Tax Jurisdiction in the amount of its respective share, consistent with the method set forth in the Memorandum of Understanding (MOU) signed by the parties on January 22, 2014.

Section 4.3 Tax Certification.

Upon receipt of the Refunds and Remaining Refunds in accordance with Sections 4.1 and 4.2, respectively, the Company shall certify to the Tax Jurisdictions that such refunds are received as taxable income to the Company in the year of receipt.

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ARTICLE V

LIMITED OBLIGATION OF THE PARTIES

Section 5.1 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 upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, official, agent, servant, employee, or affiliate of the Parties.

Section 5.2 Further Limitation.

Notwithstanding any provision of this Agreement to the contrary, the Tax Jurisdictions and the Agency shall not be obligated to take any action pursuant to any provision hereof unless the Tax Jurisdictions and the Agency shall have been requested to do so in writing by the Company.

Section 5.3 Indemnification.

a. The Company, to the fullest extent permitted by law, shall at all times defend, indemnify 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 an “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), with respect to each Indemnified Party, (other than, with respect to each Indemnified Party, losses arising from the willful misconduct of such Indemnified Party), resulting from, arising out of, or in connection with this PILOT Agreement, the Project Facility (including but not limited to the ownership, care, custody, control, maintenance, use and operation of the Project Facility), any of the Project Documents, and the related transaction, whether arising out of tort, contract or otherwise. Additionally, the Indemnified Parties shall have no liability whatsoever in the event that this Agreement, the Lease Agreement or any other Project Documents or the related transaction should be determined to be invalid or unenforceable in whole or in part.

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b. In the event the Company fails to comply with the provisions of this Agreement, including but not limited to Section 5.3(a) and fails to honor its obligations under that certain Guarantee Agreement dated as of February __, 2014 (the “**Guarantee Agreement**”), the County shall defend, indemnify and hold every director, member, officer, employee, servant or agent of the Agency and persons under the control or supervision of the Agency (collectively, the “**Indemnified Individuals**” and each an “**Indemnified Individual**”) 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 provide for the defense of the Indemnified Individuals in any action or proceeding in any municipal, state or federal court, or in any administrative, arbitration, or any other proceeding, arising out of or in connection with this PILOT Agreement, the Project Facility (including but not limited to the ownership, care, custody, control, maintenance, use and operation of the Project Facility), any of the Project Documents, and the related transaction, whether arising out of tort, contract or otherwise.

c. In the event the Company fails to comply with the provisions of this Agreement, including but not limited to Section 5.3(a), the County shall assert any and all claims on behalf of the Indemnified Individuals resulting from or in connection with this PILOT Agreement, the Project Facility (including but not limited to the ownership, care, custody, control, maintenance, use and operation of the Project Facility), any of the Project Documents, and the related transaction, whether arising out of tort, contract or otherwise.

d. The County’s duty to defend set forth in Section 5.3(b) shall be conditioned upon the delivery to the County of a copy of any summons, complaint, process, notice of claim, written demand or pleading within five (5) business days after the Indemnified Individual’s receipt of same. The Agency shall cooperate with the County in connection with the defense of any such action or proceeding.

ARTICLE VI

NOTICES

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, telecopied, or delivered to the Parties at the respective address set forth below:

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a. If to the Town:

Town of Haverstraw
Town Hall
1 Rosman Road
Garnerville, New York 10923
Attention: Supervisor
Telephone No.: (845) 429-2200
Telecopy No.: (845) 429-4701

with copies to:

Whiteman, Osterman & Hanna, LLP
One Commerce Plaza
Albany, New York 12260
Attention: Jonathan P. Nye, esq.
Telephone No.: (518) 487-7600
Telecopy No.: (518) 487-7777

Town Attorney
1 Rosman Road
Garnerville, New York 10923
Attention: William Stein, esq.
Telephone No.: (845) 429-2200
Telecopy No.: (845) 429-4701

b. If to Haverstraw Village:

Village of Haverstraw
Village Hall
40 New Main Street
Haverstraw, New York 10927
Attention: Mayor Michael Kohut
Telephone No.: (845) 429-0300
Telecopy No.: (845) 429-0353

with a copy to:

Village Attorney
40 New Main Street
Haverstraw, New York 10927
Attention: J. Nelson Hood, Jr., esq.
Telephone No.: (845) 429-0300
Telecopy No.: (845) 429-0353

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c. If to West Haverstraw Village:

Village of West Haverstraw
130 Samsondale Ave
West Haverstraw, New York 10993
Attention: Mayor John F. Ramundo, Jr.
Telephone No.: (845) 947-2800
Telecopy No.: (845) 947-1560

with a copy to:

Village Attorney
130 Samsondale Ave
West Haverstraw, New York 10993
Attention: John S. Edwards, esq.
Telephone No.: (845) 947-2800
Telecopy No.: (845) 947-1560

d. If to the School District:

Haverstraw-Stony Point Central School District
65 Chapel Street
Garnerville, New York 10923
Attention: Ms. Ileana Eckart, Superintendent
Telephone No.: (845) 942-3000
Telecopy No.: (845) 942-3175

with copies to:

Attention: Daniel Petigrew, esq.
Telephone No.: (518) 487-7600
Telecopy No.: (518) 487-7777

Haverstraw-Stony Point Central School District
65 Chapel Street
Garnerville, New York 10923
Attention: Assistant Superintendent for Business
Telephone No.: (845) 942-3006
Telecopy No.: (845) 942-3026

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e. If to the County:

County of Rockland
Allison Parris County Office Building
11 New Hempstead Road
New City, New York 10956
Attention: Edwin J. Day, County Executive
Telephone No.: (845) 638-5122
Telecopy No.: (845) 638-5856

with copies to:

Office of the County Attorney
Allison Parris County Office Building
11 New Hempstead Road
New City, New York 10956
Attention: Thomas Humpbach, esq., County Attorney
Telephone No.: (845) 638-5180
Telecopy No.: (845) 638-5676

County Finance Department
Sain Building
18 New Hempstead Road
New City, New York 10956
Attention:
Telephone No.: (845) 638-5135
Telecopy No.: (845) 638-5644

f. If to the Agency:

County of Rockland Industrial Development Agency
One Blue Hill Plaza
P.O. Box 1575
Pearl River, New York 10965
Attention: Chairperson and Executive Director
Telephone No.: (845) 735-7040
Telecopy No.: (845) 735-5736

Final Draft - January 29, 2014

with a copy to:

 Attention: _____
 Telephone No.: _____
 Telecopy No.: _____

g. If to the Company:

NRG Corporation
 211 Carnegie Center
 Princeton, New Jersey 08540
 Attention: Elizabeth Quirk-Hendry, General Counsel
 Telephone No.: (609) 524-5161
 Telecopy No.: (609) 524-5160

with copies to:

Hiscock & Barclay, LLP

 Attention: Mark Lansing
 Telephone No.: _____
 Telecopy No.: _____

Any such notices, demands, requests, consents, or other communications, if given to one Party, shall be given to all Parties. All such notices, demands, requests, consents, or other communications shall be deemed to have been duly given when transmitted by telecopy or personally delivered or, in the case of a mailed or overnight courier notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by written notice of such change to the other Parties given in accordance with this Section.

ARTICLE VII
ASSIGNMENTS

Except for affecting the priority of the PILOT Mortgage, the Company may, without the consent of the Tax Jurisdictions or the Agency, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under

LPF 1st Draft – January 24, 2014

this Agreement to any lender as security for the performance of its obligations under any loan agreement with such lender, to any affiliate (as such term is defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934), and to any purchaser of the Project Facility provided such affiliate or successor assumes and agrees to be bound by this Agreement and all Project Documents, and all payments under this Agreement are current. In such event, except in the case of Permitted Encumbrances, the Company will provide ninety (90) days' advance written notice to the Tax Jurisdictions and the Agency of such transfer, assignment, pledge, mortgage, hypothecation, disposal or encumbrance of all or any of its rights, title, and interests in, to, and under this Agreement. The Tax Jurisdictions and the Agency (at no cost to the Agency) agree to execute and deliver and to furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender may reasonably request as a condition to the financing or refinancing of the Project Facility.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to the conflict of laws principles thereof. All disputes arising out of or in connection with this Agreement shall be decided in the first instance by the Court, to the exclusion of all other courts, except that the Parties shall have all appeal rights allowed by State law. The entities executing this Agreement hereby submit to the jurisdiction of the Court for purposes of all such suits.

Section 8.2 Severability.

In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected. The Parties agree to renegotiate in good faith the unenforceable or invalid provision(s) in order to accomplish the goal and intent of this Agreement.

Section 8.3 Amendment.

This Agreement may not be amended except by an instrument in writing signed by the Parties hereto.

Section 8.4 Binding Effect.

This Agreement shall inure to the benefit of, and shall be binding upon, successive owners of the Project Facility, each of the Parties, and, as permitted by this Agreement, their respective successors and assigns.

PILOT Plan – January 24, 2014

Section 8.5 Execution in Counterpart.

This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement.

Section 8.6 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

Section 8.7 Effective Date.

This Agreement shall be effective as of the Effective Date.

Section 8.8 Form of Payments.

The amounts payable under this Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 8.9 Right to Contest Assessments.

In the event that, during the term hereof, assessments shall be placed on the Project Facility by the Town in amounts or in a manner inconsistent with Section 3.5 or Section 3.6 hereof, the Company will have the rights of an owner of taxable property to challenge any such assessments, including seeking judicial review of an assessment pursuant to Article 7 of the RPTL. In addition, the Company shall have the right to challenge assessments placed on the Project Facility for an assessment roll year not specifically covered by Section 3.1(d) hereof. No such challenge will modify the Company's obligations to make PILOT Payments under this Agreement, other than as may apply in the context of substantial damage to or destruction of the Project Facility. This provision shall not apply to assessments placed on any real property sold or transferred by the Company to a third party during the term of this Agreement.

Section 8.10 Change in Identification Numbers.

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

LPP 1st Draft – January 24, 2014

TOWN OF HAVERSTRAW

By: _____
Howard T. Phillips, Jr.
Supervisor

VILLAGE OF HAVERSTRAW

By: _____
Michael Kohut
Mayor

VILLAGE OF WEST HAVERSTRAW

By: _____
John F. Ramundo, Jr.
Mayor

**HAVERSTRAW-STONY POINT CENTRAL
SCHOOL DISTRICT**

By: _____
Ms. Ileana Eckert
Superintendent

COUNTY OF ROCKLAND

By: _____
Edward Day
County Executive

LPF 1st Draft – January 24, 2014

**COUNTY OF ROCKLAND INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Chairperson of the Board of Directors

NRG BOWLINE, LLC, a _____ limited liability
company,

By: _____
William Lee Davis
President

HUDSON VALLEY GAS CORPORATION, a
New York limited liability company,

By: _____
William Lee Davis
President

STATE OF NEW YORK)
) SS.:
COUNTY OF _____)

On the _____ day of _____ in the year 2014, before me, the undersigned, personally
appeared **HOWARD T. PHILLIPS, JR.**, Supervisor of the Town, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to
the within instrument and he acknowledged to me that he executed the same in his capacity, and that
by his signature on the instrument, the individual(s) or the person upon behalf of which the
individual(s) acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

LEGAL DESCRIPTION ATTACHED HERETO.

Together with:

All articles of personal property, all machinery, apparatus, equipment, appliances, floor coverings, furniture, furnishings, supplies, materials, fittings and fixtures of every kind and nature whatsoever and all appurtenances acquired by the Company now or hereafter attached to, contained in or used or acquired in connection with the Project Facility or placed on any part thereof, though not attached thereto, including, but not limited to, pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

And which is also known as the following tax parcels, as such tax parcels may be modified from time to time:

Tax Parcels Located in the Town of Haverstraw (outside of Haverstraw Village and West Haverstraw Village):

- 622.089-9999-134.200/1001 (formerly 600.00-277-1)
- 622.089-9999-134.200/1011 (formerly 600.00-277-2)
- 622.089-9999-134.200/1021 (formerly 600.00-277-3)
- 622.089-9999-134.200/1031 (formerly 600.00-277-4)
- 622.089-9999-134.200/1041 (formerly 600.00-277-5)
- 622.089-9999-134.200/1051 (formerly 600.00-277-6)
- 622.089-9999-134.200/1061 (formerly 600.00-277-7)
- 622.089-9999-134.200/2001 (formerly 600.00-333)
- 622.089-9999-134.200/2011 (formerly 600.00-334)
- 20.16-2-4
- 21.17-1-2
- 21.17-1-3
- 21.17-1-4
- 21.17-1-5
- 27.05-1-1
- 27.05-1-2
- 27.05-1-3
- 27.05-1-4
- 27.05-1-5

Tax Parcels Located in West Haverstraw Village

- 26.07-4-4
- 26.07-4-5
- 26.07-4-6
- 26.07-5-71
- 26.07-5-72
- 26.08-2-39
- 26.08-3-32
- 26.08-3-33
- 622.003-9999-134.200/1001 (formerly 600.00-324)
- 622.003-9999-134.200/2001 (formerly 600.00-325)
- 622.003-9999-134.200/2011 (formerly 600.00-330)

Tax Parcels Located in Haverstraw Village:

- 27.05-2-2
- 27.05-2-3
- 27.05-2-4
- 27.05-2-6
- 27.09-1-2
- 27.09-1-1

on the official tax maps of the Town, Haverstraw Village and West Haverstraw Village, as the case may be.

EXHIBIT "B"

RESOLUTIONS

The following resolutions are attached hereto:

- Town Authorizing Resolution, dated February __, 2014
- Haverstraw Village Authorizing Resolution, dated February __, 2014
- West Haverstraw Village Authorizing Resolution, dated February __, 2014
- School District Authorizing Resolution, dated February __, 2014
- County Authorizing Resolution, dated February __, 2014
- Agency Authorizing Resolution, dated February __, 2014

**FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION**

Bowline and Hudson Valley Gas PILOT
Memorandum of Understanding

On this ___ day of January, 2014, the parties, NRG Bowline LLC (formerly known as GenOn Bowline, LLC and Mirant Bowline, LLC) ("Bowline") and Hudson Valley Gas Corporation ("HVG") (Bowline and HVG are collectively referred to as "NRG"), and the Town of Haverstraw ("Town"), the Villages of Haverstraw and West Haverstraw ("Villages", Haverstraw-Stony Point (North Rockland) Central School District ("District"), and the County of Rockland ("County") (Town, Villages, District, and County are collectively referred to as "Taxing Jurisdictions") (all together, "Parties") agree as follows:

1. This Memorandum of Understanding expresses the agreement of the Parties to enter into the Bowline Complex PILOT Agreement ("Bowline Complex PILOT") on terms consistent with those contained herein. Upon the execution of this Memorandum of Understanding, the parties to the proceedings referenced in paragraph 2 hereof shall request that trial of any such proceedings currently ongoing before the Supreme Court, Rockland County (Hon. Margaret Garvey), be suspended pending the execution of the of the Bowline Complex PILOT.
2. A. Upon the execution of the Bowline Complex PILOT, the parties shall concurrently enter into a Stipulation and Consent Order for Settlement ("Settlement Order") by which the outstanding tax certiorari proceedings challenging the assessments relative to the 2009, 2010, 2011, 2012 and 2013 final assessment rolls of the Town and Village of Haverstraw ("Tax Proceedings") are discontinued (with the right to reinstate said Tax Proceedings, should its terms not be complied with) and setting forth that the Taxing Jurisdictions shall pay total refunds of \$8,000,000 (the "Refunds") (as provided below), with each party to bear their own costs and fees. The Tax Proceedings are more particularly identified as follows:
 - a. Mirant Bowline, LLC v. Town of Haverstraw et al.: SU 2009-6850; 2010-7854
 - b. GenOn Bowline, LLC v. Town of Haverstraw et al: SU 2011-030600, SU 2012-034161; SU 2013-034189
 - c. HVG v. Town of Haverstraw et al.: SU 2009-6860; 2010-7583; 2011-030599, SU 2012-034162; SU 2013-034187
 - d. Mirant/GenOn Bowline, LLC v. Villages of Haverstraw: SU 2009-3815; SU 2010-4091; SU 2011-3538, SU 2012-031949; SU 2013-032252.

February 18, 2014

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

B. The Refunds shall be allocated among the Taxing Jurisdictions in accordance with the following breakdown:

<u>Refund Distribution</u>	<u>School/Lib</u>	<u>Town</u>	<u>County</u>	<u>VIII. Hav.</u>	<u>VIII. WBav</u>	<u>Total</u>
<u>Percentage</u>	58.03%	30.25%	4.48%	6.88%	0.36%	100.00
<u>Amount</u>	4,642,010	2,420,303	356,632	550,358	28,697	8,000,000

Payment of the Refunds shall be as follows:

- a. The District shall have the option to pay its pro rata share of the Refunds to NRG as follows:
 - i. 60% of the District's pro rata share of the Refunds shall be paid, without interest, provided such payment is made no later than ~~June 30, 2014~~ ^{August 31, 2014} (otherwise, interest shall accrue from the date of the Settlement Order);
 - ii. the remaining forty percent (40%) of the District's pro rata share of the Refunds shall be paid, without interest, provided such payment is made no later than ~~June 30, 2015~~ ^{August 31, 2015} (otherwise, interest shall accrue from the date of the Settlement Order).
- b. The Town, County and Villages shall pay, without interest, their respective pro rata share of the Refunds to NRG no later than ninety (90) days following the execution of the Bowline Complex PILOT (otherwise, interest shall accrue from the date of the Settlement Order to the non-paying Taxing Jurisdiction).
3. The Parties' agreement to enter the Bowline Complex PILOT is with respect to:
 - (a) the Bowline Point Generation Station as it exists as of the date of this Memorandum of Understanding (i.e., the Bowline Point Generation Station is comprised of thirty-three tax map parcels encompassing two generating units, known as Bowline Unit 1 and Bowline Unit 2 with the aggregate current rating of 700 MW, and related structures, tank farm, real property improvements and associated vacant land parcels) and
 - (b) three tax map parcels that encompass the twenty-four inch (24") natural gas pipeline owned by HVG (as it exists as of the date of this Memorandum of Understanding) ((a) and (b) together, "Bowline Complex").

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

The Parties agree to work cooperatively to apply for and obtain payment in lieu of taxes agreements (i.e., the Bowline Complex PILOT) with the Rockland County Industrial Development Agency ("IDA") as provided in paragraph "5" below. The Taxing Jurisdictions agree that if a final Bowline Complex PILOT is not entered into and effective on or before March 1, 2014, paragraph "4" below shall apply. The Bowline Complex PILOT will provide for fixed annual PILOT payments ("*Total PILOT Payments*"), as set forth in paragraph "5", below, for seven (7) years, commencing with the 2014 assessment rolls; provided, however, that if the final Bowline Complex PILOT is not entered into and effective on or before March 1, 2014, then, the Parties agree that: (1) it shall be effective as of March 1, 2015 and the term will be for six (6) years, commencing with the 2015 assessment rolls; and (2) the total tax payments, including Special Districts, applying the 2014 final assessment rolls shall not exceed Three Million dollars (as more fully set forth in paragraph "4", below).

Upon execution of the Bowline Complex PILOT, pursuant to RPTL § 412-a, the Bowline Complex shall be exempt and both the Town and the Village of Haverstraw shall place the Bowline Complex in Roll Section 8 of the respective Town and Village of Haverstraw assessment rolls for each of the said seven or six years, as appropriate.

4. If the Bowline Complex PILOT is not entered into and effective on or before March 1, 2014, the Settlement Order shall further provide:
 - a. The 2014 final assessments for the Bowline Complex shall be set at a total taxable assessed value on each Taxing Jurisdiction's tax rolls that apply the 2014 final assessment rolls such that the total taxes for each Taxing Jurisdiction shall not exceed their respective pro rata share of a total tax payment of Two Million and Seven Hundred Thousand dollars (\$2.7 million) ("*2014 Tax Payment*"), excluding Special Districts (see paragraph "b" below). To the extent that any Taxing Jurisdiction's tax levy exceeds its respective total pro rata share of the 2014 Tax Payment, it shall pay refunds, as follows;

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

- i. Village of Haverstraw and the Haverstraw-Stony Point (North Rockland) Central School District: the Village of Haverstraw and Haverstraw-Stony Point (North Rockland) Central School District shall each refund the excess of the taxes it actually collected from NRG in its 2014-15 fiscal year that was above its respective pro rata share of the 2014 Tax Payment. Said refunds shall be paid to NRG Bowline LLC, or its designee, consistent with RPTL § 726 (except without interest) and within thirty (30) days of the tax levy; and
- ii. Village of West Haverstraw, the County of Rockland, and the Town of Haverstraw: For each of the Village of West Haverstraw, the County and the Town (relative to the Village of West Haverstraw's 2015-16 fiscal year, and the 2015 calendar year for the County and Town) shall each refund the excess of the respective taxes each actually collects from NRG above its respective pro rata share of the 2014 Tax Payment. Said refunds shall be paid to NRG Bowline LLC, or its designee, consistent with RPTL § 726 (except without interest) and within thirty (30) days of the tax levy.
- b. For Special Districts as defined in Real Property Tax Law §102(16) for the January 2015 tax bills (applying the 2014 final assessment rolls) ("*Special Districts*"), the total combined taxes for all Special Districts shall not exceed \$300,000. To the extent the actual Special District taxes levied and collected from NRG on the January 2015 tax bills by any Special District exceeds that Special District's pro rata share of the total Special District Taxes of \$300,000, each said Special District shall refund the excess of the actual taxes levied to NRG Bowline LLC, or its designee, consistent with RPTL § 726 and without interest, provided the refunds are paid within thirty (30) days of the execution of the Bowline Complex PILOT.
5. The Total PILOT Payment to be paid by NRG in the Bowline Complex PILOT shall be as follows:

For the seven (7) year term of the PILOT (i.e., the 2014 to 2020 assessment rolls, inclusive), the Total PILOT Payment (except as otherwise provided in paragraph "6", below) for all Taxing Jurisdictions shall be \$ 2.7 million per year. The following represents the apportionment of such \$2.7 million tax payment among the taxing jurisdictions, as follows:

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

ALLOCATION OF PILOT	School/Lib	Town	County	VIII. Hav.	VIII. WHav	Total
	1,653,000	862,350	127,730	46,430	10,520	2,700,000

The total taxable assessed value of the Bowline Complex (or proportion thereof as otherwise encompassed by a Special District) shall be set by the Town Assessor provided, however, that during the term of the PILOT if the aggregate tax bills exceed three hundred thousand dollars (\$300,000) in any given year, there will be a corresponding dollar for dollar reduction in the Town of Haverstraw's portion of the Total PILOT Payment. Any new Special District taxes will be included in the \$300,000 calculation.

- a. The apportioned Total PILOT Payment shall be paid at times that correspond to the tax payment due dates of each respective Taxing Jurisdiction, as set forth in the table below; provided, however, that if the final Bowline Complex PILOT is not entered into and effective on or before March 1, 2014, the term of the Bowline Complex PILOT will be for six (6) years, commencing with year 2. Year 1 will be as set forth in paragraph "4" above.

PILOT Year	Town Assessment Roll Year	Town/County Tax Year (Calendar)	Town/County Payment Due Date	School Fiscal Year	School Payment Date
1	2014	2015	31-Jan-15	2014-15	30-Sep-14
2	2015	2016	31-Jan-16	2015-16	30-Sep-15
3	2016	2017	31-Jan-17	2016-17	30-Sep-16
4	2017	2018	31-Jan-18	2017-18	30-Sep-17
5	2018	2019	31-Jan-19	2018-19	30-Sep-18
6	2019	2020	31-Jan-20	2019-20	30-Sep-19
7	2020	2021	31-Jan-21	2020-21	30-Sep-20

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

Pilot Year	Village of Westborough	Village of Northborough	Village of Westborough	Village of Northborough	Village of Westborough	Village of Northborough
1	2014	2014-16	30-Jun-15	2014	2014-15	30-Jun-14
2	2015	2016-17	30-Jun-16	2015	2015-16	30-Jun-15
3	2016	2017-18	30-Jun-17	2016	2016-17	30-Jun-16
4	2017	2018-19	30-Jun-18	2017	2017-18	30-Jun-17
5	2018	2019-20	30-Jun-19	2018	2018-19	30-Jun-18
6	2019	2020-21	30-Jun-20	2019	2019-20	30-Jun-19
7	2020	2021-22	30-Jun-21	2020	2020-21	30-Jun-20

6. Unit Retirement/Mothball Payments

- a. If both Bowline Unit 1 and Bowline Unit 2 are mothballed (as such terms are defined in sub-section (c) below), the total taxable assessed value of the Bowline Complex, in any year that the units remain mothballed shall, for the next applicable final assessment rolls, be Bowline Complex's land value which the Parties agree is \$18,100,000. The total PILOT payment shall be reduced in any such year to \$1,000,000 plus an additional \$100,000.

If either Bowline Unit 1 or Bowline Unit 2 should remain in operation, and the other is mothballed, the taxable value of the Bowline Complex for the next applicable final assessment rolls will be Bowline Complex's \$18,100,000 land value, plus the improvement value set by the town assessor for special district purposes as reduced by the mothballed unit's percentage of such total improvement value. As such, the Parties agree that the total PILOT payment - shall be reduced to \$1,000,000 plus the \$100,000 for the mothballing option, as well as the percentage of the \$1.7 million additional PILOT payment attributable to the operating unit's MW percentage of the total current 700 MW on a per MW basis. Notwithstanding Paragraph "5", above, the Special District Taxes shall be computed on that taxable assessed value stated herein.

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

- b. If Bowline Unit 1 and Bowline Unit 2 are both retired, the total taxable assessed value of the Bowline Complex shall be \$18,100,000, and the total PILOT payment for the Bowline Complex shall be reduced to \$1,000,000. The Special District Taxes shall be computed on the taxable assessed value of the land..
- c. For purposes of this Memorandum of Understanding, "retire, retired and/or retirement" means either Bowline Unit 1 and/ or Bowline Unit 2 is permanently retired and disconnected from the New York transmission grid, and physically incapable of operation. "Mothball and/or mothballed" means either Bowline Unit 1 and/or Bowline Unit 2 is placed in NERC Inactive State Mothballed.
7. If either Bowline Unit 1 or Bowline Unit 2 is retired (but not both units):
- (a) prior to March 1, the next scheduled Total PILOT Payment for the year of retirement (e.g., if the retirement takes place on or before March 1, 2016, the next scheduled Total PILOT Payment will be for the 2016 assessment rolls) shall be reduced accordingly by the percentage of the \$1.7 million attributable to the retired unit's MW percentage of the total current 700 MW on a per MW basis; or
- (b) after March 1, the next scheduled Total PILOT Payment for the year immediately following the year of retirement (e.g., if the retirement takes place after March 1, 2016, the next scheduled Total PILOT Payment will be for the 2017 assessment rolls) shall be reduced accordingly by a percentage of the \$1.7 million attributable to the retired unit's MW percentage of the total current 700 MW on a per MW basis.
8. NRG reserves the right to file administrative and judicial proceedings relative to the 2014 tentative and final assessment rolls should the Bowline Complex not be exempt as of March 1, 2014, and to preserve its rights to potential refunds relative to the 2014 final assessment rolls (as set forth in Paragraph "4", above).
9. If Bowline Unit 2, represented by NRG to have been de-rated to 150 MW in December 2010 after inspection of the boiler, is repaired in whole or in part, any incremental increase in MW will result in an annual PILOT payment increase, only, of \$1000 per year per MW of such increase in incremental MWs as reflected in the NYISO capacity market to be apportioned as follows:

**FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION**

Bowline 2				
Restoration	School/Lib	Town	County	Total
	62.55%	32.62%	4.83%	100.00%

Such increase will be determined as of February 1 of each year until the full incremental increase is so reflected and each incremental increase will be effective as of the next taxable status date for purposes of any payment made hereunder. All Parties acknowledge the staggered nature of this process and that it will take a period of several years before the total MW increase will be reflected in the NYISO capacity market and the Taxing Jurisdictions receive full payment hereunder. The term "Repair" shall mean the "re-rating" of Bowline Unit 2 from its current de-rated 150 MW up to its former 564 MW rated capacity.

10. If NRG, or its successors or assigns, constructs any improvements that are unrelated to the Bowline Complex's line of business or the operation of Bowline Unit 1 and/or Bowline Unit 2, then, in such case, based on the improvements' condition as of the applicable taxable status date, the assessing unit shall place assessed value(s) on such improvements on such assessment roll in the same manner as any other new improvements would be so placed. For purposes of illustration, the types of improvements that would be unrelated to the Bowline Complex, and therefore subject to taxation, would be the construction of (i) a marina whereby the marina would produce income for NRG from recreational boat traffic on the Hudson River or (ii) a hotel. For purposes of additional illustration, the types of improvements that would be related to the operation of the Bowline Complex, and therefore not subject to taxation, would be the construction at the Bowline Complex of (iii) a facility to store parts, fuel or equipment, administrative buildings or other energy-related facilities, provided, however, that any such energy-related facilities would be incapable of producing electricity and (iv) environmental controls. The illustrations in this provision are not intended to be exhaustive.

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

11. Within the last six months of the final year of the PILOT (seventh year) of the Bowline Complex PILOT, NRG and the Taxing Jurisdictions agree to meet and discuss any and all valuation issues with respect to the Bowline Complex, including, but not limited to, (a) an extension of the Bowline Complex PILOT and/or (b) a revised full value for the Bowline Complex going forward.
12. Throughout the term of this Bowline Complex PILOT, NRG, in its sole discretion, may make any improvements with respect to Bowline Unit 1 and/or Bowline Unit 2, or any other increase in efficiencies, and there shall be no change to the Total PILOT Payment, except as provided in Paragraph 9.
13. During the first year of the Bowline Complex PILOT, NRG and the Town agree to consolidate the existing tax map parcels to as few parcels as are possible, consistent with Village and partial Special District boundaries.
14. Each of NRG Bowline LLC and HVG may sell, assign, transfer or convey all or any part of its real or personal property subject to the Bowline Complex PILOT to any affiliated or non-affiliated party without the consent of any Taxing Jurisdiction, provided that any such sale, assignment, transfer, lease or conveyance includes, as set forth above, an assignment of the rights and obligations of NRG Bowline LLC or HVG, as the case may be, under the Bowline Complex PILOT that relate to the property sold, assigned, transferred, leased or conveyed, and the assignee assumes such obligations. NRG may also assign the Bowline Complex PILOT to lenders who provide financing for the design, development, construction, operation or Upgrade of the Bowline Complex, under the same terms and conditions of this paragraph as set forth above, without the consent of any Taxing Jurisdiction.
15. This Memorandum of Understanding may be assigned, in whole or in part, by NRG Bowline LLC and/or HVG without the consent of any Taxing Jurisdiction to any affiliated or non-affiliated party to whom all or any portion of the real or personal property is sold, assigned, transferred, leased or conveyed, provided that the assignee assumes all such obligations as set forth in this Memorandum of Understanding.

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

16. The respective obligations of the Parties subject to this Memorandum of Understanding to enter into the Bowline Complex PILOT shall be subject to (a) the passage of authorizing resolutions by the governing bodies of each respective taxing jurisdiction and (b) the fulfillment of the condition that NRG, in its sole discretion, is able to agree with the IDA on the amount and timing of payment of any and all IDA fees associated with the Bowline Complex PILOT, provided that NRG has made commercially reasonable efforts to conclude such agreements with the IDA, such that the Bowline Complex PILOT shall be able to be executed prior to March 1, 2014.
17. The parties agree that this document can be signed in counterpart.

NRG BOWLINE LLC
HUDSON VALLEY GAS CORPORATION


By: William Lee Davis

Its: President

TOWN OF HAVERSTRAW

By: Howard Phillips

Its: Town Supervisor

VILLAGE OF HAVERSTRAW

By:

Its: Mayor

VILLAGE OF WEST HAVERSTRAW

By:

Its: Mayor

NORTH ROCKLAND CENTRAL
SCHOOL DISTRICT

By:

Its: Superintendent

ROCKLAND COUNTY, NEW YORK

By:

Its: County Executive

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION

NRG BOWLINE LLC
HUDSON VALLEY GAS CORPORATION

By: William Lee Davis
Its: President

TOWN OF HAVERSTRAW

Howard Phillips
By: Howard Phillips
Its: Town Supervisor

VILLAGE OF HAVERSTRAW

Michael F. Kohut
By: MICHAEL F. KOHUT
Its: Mayor

VILLAGE OF WEST HAVERSTRAW

John F. Ramundo Jr
By: JOHN F. RAMUNDO JR
Its: Mayor

NORTH ROCKLAND CENTRAL
SCHOOL DISTRICT

By: _____
Its: Superintendent

ROCKLAND COUNTY, NEW YORK

By: _____
Its: County Executive

**FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN LITIGATION**

**NRG BOWLINE LLC
HUDSON VALLEY GAS CORPORATION**

TOWN OF HAVERSTRAW

By: William Lee Davis

By: Howard Philips

Its: President

Its: Town Supervisor

VILLAGE OF HAVERSTRAW

VILLAGE OF WEST HAVERSTRAW

By: _____

By: _____

Its: Mayor

Its: Mayor

**NORTH ROCKLAND CENTRAL
SCHOOL DISTRICT**

ROCKLAND COUNTY, NEW YORK

By: *Alexis Cokus*

By: _____

Its: Superintendent

Its: County Executive

Mr. Schoenberger

I would just like to comment on how important this matter is. My wife and I happened to have dinner last night with Howard (Supervisor Phillips) and his wife and this was one of the subjects of discussion. It was so important that Howard must have discussed it with me four or five times during the course of the evening and then he called me today, because he had heard that there would be a number of Legislators absent tonight and he had heard that Jay and Michael would not be here. Apparently someone called your cell phone (Michael) and you were out until the 24th. I think you took off from work, which is what happened. I called Chris Seidel and she told me that you would be here tonight.

Supervisor Phillips went to a wake tonight for the passing of Jim Freeman's wife Peggy, and I think it is in New Jersey. He asked me if he had to rush back here tonight. I said to him that this should be a simple matter and this should go without any problem, but I am not going to tell you that you don't have to come, because if it doesn't go and there are questions you could have answered, then you will blame me.

This is important, because March 1st is the taxable status date by law. This is a settlement of a certiorari that creates a PILOT agreement. We went to Mirant years ago, and this is the same facility I believe – the successor for Mirant, and this will set the tax rate starting with the March 1st taxable status date for seven years to come. That is very important, because that will provide financial stability for the Town of Haverstraw and enable it to assure what the tax rate would be on this facility for the next seven years and give them financial planning and certitude at least as far as this contentious piece of property has been for the last decade plus. It also is beneficial to the County and village, because the County needs that financial certainty as well.

So I told him that I didn't think it would be a problem, but I told him I would speak in favor of it tonight. I am urging all of us to provide that financial stability and pass this, not just for the Town of Haverstraw, Village of Haverstraw and school district, but the County of Rockland as well.

Mrs. Cornell

I just wanted to add to what Legislator Schoenberger said. Supervisor Philips was here the other night at the Budget and Finance Committee meeting, which was well attended, and there were a number of people here as well as Steve Porath of the IDA. We did have a chance to question and understand what they have gone through and how important it was.

I also wanted to mention that he won't be getting out of the wake very quickly, because I went yesterday there were a huge number of people, because both Jim and Peggy have been so involved with our community for so many years and living for a long time in the Town of Haverstraw and then for many decades in Valley Cottage in the Town of Clarkstown.

Introduced by:

Referral No. 2416

Hon. Philip Soskin, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Aney Paul, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Barry S. Kantrowitz, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 70 OF 2014
CONFIRMING THE APPOINTMENT OF
ERICA L. ARANCIBIA
THIELLS, NEW YORK
TO THE ROCKLAND COUNTY
COMMUNITY SERVICES BOARD**

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

WHEREAS, Article 41 of the New York State Mental Hygiene Law requires the County, as a condition for eligibility for state aid, to establish a community services board ("Board") composed of fifteen (15) members, who either have certain professional qualifications or represent the community interest in all of the problems of the mentally disabled, and further provides that, because the County has a population of over 100,000 the board members shall have staggered terms; and

WHEREAS, Article 41 of the New York State Mental Hygiene Law also requires that wherever practical, a psychologist and a physician or two physicians be appointed to the Board; and

WHEREAS, Section C9.03 of the Charter Law of Rockland County established the Rockland County Community Services Board and provides that it shall be constituted in accordance with the Mental Hygiene Law, whose members shall be appointed by the County Executive, subject to confirmation by the Legislature; and

WHEREAS, Section C3.02 of the Charter Law of Rockland County provides that the County Executive shall appoint members of all county boards and commissions, subject to legislative confirmation; and

WHEREAS, Article 41 of the New York State Mental Hygiene Law has been superseded by, to the extent that it is inconsistent with, Section C3.02 of the Charter Law of Rockland County which provides that members of County boards and commissions shall serve at the pleasure of the County Executive; and

WHEREAS, The appointment of Erica L. Arancibia, Thiells, New York has been recommended by the Commissioner of Mental Health to a vacancy on the Board; and

WHEREAS, The County Executive has appointed Erica L. Arancibia, Thiells, New York to a four-year term on the Rockland County Community Services Board, filling a vacancy; and

WHEREAS, With the approval of this resolution there will be one (1) vacancy on the Board; and

WHEREAS, Erica L. Arancibia is a professional in the field of seminars to individuals with developmental disabilities; and

WHEREAS, The Multi Services Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the appointment of Erica L. Arancibia, Thiells, New York to the Rockland County Community Services Board; and be it further

RESOLVED, That the Clerk to the Legislature is directed to forward a copy of this resolution to the Community Services Board and to the appointee, Erica L. Arancibia.

Introduced by:

Referral No. 2321

Hon. Philip Soskin, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Aney Paul, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Barry S. Kantrowitz, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 71 OF 2014
CONFIRMING THE REAPPOINTMENT OF
S. (RAM) NAGUBANDI OF NEW CITY, NEW YORK
AS ROCKLAND COUNTY COMMISSIONER OF HUMAN RIGHTS**

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

WHEREAS, Article XIX pursuant to Section 19.01 of the Rockland County Charter, the County Executive shall appoint a Commissioner of Human Rights, for the term of office for which the County Executive is elected, subject to the confirmation by the Legislature; and

WHEREAS, By Resolution No. 260 of 2000, the Legislature of Rockland County confirmed the appointment of S. (Ram) Nagubandi as Commissioner of Human Rights for the County of Rockland; and

WHEREAS, By Resolution No. 457 of 2002, the Legislature of Rockland County confirmed the reappointment of S. (Ram) Nagubandi as Commissioner of Human Rights for the County of Rockland; and

WHEREAS, By Resolution No. 482 of 2006, the Legislature of Rockland County confirmed the reappointment of S. (Ram) Nagubandi as Commissioner of Human Rights for the County of Rockland; and

WHEREAS, By Resolution No. 302 of 2010, the Legislature of Rockland County confirmed the reappointment of S. (Ram) Nagubandi as Commissioner of Human Rights for the County of Rockland; and

WHEREAS, The County Executive has reappointed S. (Ram) Nagubandi, New City, New York, as Commissioner of Human Rights, subject to legislative confirmation; and

WHEREAS, The Multi Services Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the reappointment of S. (Ram) Nagubandi, New City, New York, as the Rockland County Commissioner of Human Rights, for the term of the County Executive, at a salary set forth in the 2014 County Budget; and be it further

RESOLVED, That any future salary increases shall be by resolution or local law, as appropriate.

Introduced by:

Referral No. 8759

Hon. Philip Soskin, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Aney Paul, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Barry S. Kantrowitz, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 72 OF 2014
CONFIRMING THE REAPPOINTMENT OF
DR. PATRICIA SCHNABEL RUPPERT, D.O., OF STONY POINT, NEW YORK
AS COMMISSIONER OF HEALTH FOR THE COUNTY OF ROCKLAND**

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

WHEREAS, Article VII Section 7.01 of the Rockland County Charter provides that the County Executive shall appoint the Commissioner of Health for Rockland County for a term of office for which the County Executive is elected, subject to confirmation by the Legislature; and

WHEREAS, By Resolution No. 453 of 2013, the Legislature of Rockland County confirmed the appointment of Dr. Patricia Schnabel Ruppert, D.O., a Commissioner Of Health; and

WHEREAS, The County Executive has reappointed Dr. Patricia Schnabel Ruppert, D.O., as Commissioner Of Health; and

WHEREAS, The Multi Services Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the re-appointment of Dr. Patricia Schnabel Ruppert, D.O., of Stony Point, New York, as Commissioner of Health, for the term of the County Executive, at a salary set forth in the 2014 County Budget; and be it further

RESOLVED, That any future salary increases shall be by resolution or local law, as appropriate.

Introduced by:

Referral No. 2962

- Hon. Philip Soskin, Sponsor
- Hon. Toney L. Earl, Sponsor
- Hon. Aney Paul, Sponsor
- Hon. Aron B. Wieder, Sponsor
- Hon. Douglas J. Jobson, Sponsor
- Hon. Barry S. Kantrowitz, Sponsor
- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 73 OF 2014
CONFIRMING REAPPOINTMENT OF
JUNE F. MOLOF, OF NEW CITY, NEW YORK
AS DIRECTOR OF THE OFFICE OF THE AGING**

Mr. Soskin offered the following resolution, which was seconded by Mrs. Cornell, Mr. Earl, Mr. Jobson, Mrs. Low-Hogan, Mrs. Paul and Chairman Wolfe and unanimously adopted:

WHEREAS, Section 3.02 of the County Charter provides that the County Executive appoint the head of every county department, subject to legislative confirmation; and

WHEREAS, By Resolution 294 of 1994, the Legislature of Rockland County confirmed the appointment of June F. Molof as Director of the Office of the Aging; and

WHEREAS, The County Executive has reappointed June F. Molof, New City, New York, as Director of the Office for the Aging; and

WHEREAS, The Multi Services Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the reappointment of June F. Molof as Director of the Office for the Aging, to serve at the pleasure of the County Executive, at a salary set forth in the 2014 County Budget; and be it further

RESOLVED, That any future salary increases shall be by resolution or local law, as appropriate.

Debate:

Mrs. Cornell

I have known June Molof for longer than I have been on the Legislature. She has been a very dedicated County employee. She has done so much for the seniors in Rockland County. I am really delighted that she has been reappointed. I am happy to support her.

Introduced by:

Referral No. 6483

Hon. Philip Soskin, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Aney Paul, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Barry S. Kantrowitz, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 74 2014
CONFIRMING REAPPOINTMENT OF GERALD DONNELLAN
OF VALLEY COTTAGE, NEW YORK
AS DIRECTOR OF COUNTY VETERANS' SERVICE AGENCY**

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

WHEREAS, Section 3.02 of the County Charter provides that the County Executive appoint the head of every county department, subject to legislative confirmation; and

WHEREAS, By Resolution No. 247 of 1992, the Legislature of Rockland County confirmed the appointment of Gerald Donnellan, Nanuet, New York, as Director of County Veterans' Service Agency; and

WHEREAS, By Resolution No. 34 of 1994, the Legislature of Rockland County confirmed the reappointment of Gerald Donnellan, Nanuet, New York, as Director of Veterans' Service Agency; and

WHEREAS, The County Executive has reappointed Gerald Donnellan as Director of County Veterans' Service Agency, subject to legislative confirmation; and

WHEREAS, The Multi Services Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the reappointment of Gerald Donnellan, Valley Cottage, New York, as Director of County Veterans' Service Agency in and for the County of Rockland, to serve at the pleasure of the County Executive, at a salary set forth in the 2014 County Budget.

RESOLVED, That any future salary increases shall be by resolution or local law, as appropriate.

Introduced by:

Referral No. 5726

Hon. Philip Soskin, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Aney Paul, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Barry S. Kantrowitz, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 75 OF 2014
RE-DESIGNATING THE ROCKLAND COUNTY
EXECUTIVE'S OFFICE AS THE TOURISM
PROMOTION AGENCY FOR THE
COUNTY OF ROCKLAND – FISCAL YEAR 2013-2014**

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

WHEREAS, The State of New York makes tourism funds available to counties on a matching basis for local and regional tourism promotion; and

WHEREAS, By Resolution No. 562 of 2012, the Legislature of Rockland County re-designated the Rockland County Executive's Office as the Tourism Promotion Agency for fiscal year 2012-2013; and

WHEREAS, It is necessary to re-designate the County Executive's Office for fiscal year 2013-2014 in order to apply for State matching funds; and

WHEREAS, The Multi Services Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby re-designates the Rockland County Executive's Office as the Tourism Promotion Agency for the County of Rockland for fiscal year 2013-2014 in order to make application for the maximum amount of matching funds to promote tourism in Rockland County.

Introduced by:

Referral No. 8283

Hon. Douglas J. Jobson, Sponsor
Hon. Joseph L. Meyers, Sponsor
Hon. Aney Paul, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Alden H. Wolfe, Sponsor

**RESOLUTION NO. 76 OF 2014
CONFIRMING REAPPOINTMENT OF
CHARLES H. VEZZETTI, OF PALISADES, NEW YORK
AS SUPERINTENDENT OF HIGHWAYS**

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

WHEREAS, Article XI Section 11.01 of the Rockland County Charter provides that the County Executive, subject to confirmation by the Legislature, shall appoint a Highway Superintendent who shall serve at his pleasure; and

WHEREAS, By Resolution 119 of 2000, the Legislature of Rockland County confirmed the appointment of Charles H. Vezzetti as Superintendent of Highways; and

WHEREAS, The County Executive has reappointed Charles H. Vezzetti, Palisades, New York as Superintendent of Highways; and

WHEREAS, The Planning and Public Works Committee of the Legislature has met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby confirms the reappointment of Charles H. Vezzetti, Palisades, New York, as the Rockland County Superintendent of Highways, to serve at the pleasure of the County Executive at a salary set forth in the 2014 County Budget; and be it further

RESOLVED, That any future salary increases shall be by resolution or local law, as appropriate.

**RESOLUTION NO. 77 OF 2014
RECEIVE AND FILE 2013 ANNUAL REPORT
OFFICE OF THE ROCKLAND COUNTY CLERK**

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

RESOLVED, that the Year 2013 Annual Report of the Office of the Rockland County Clerk be and it is hereby received and filed.

**ADJOURNMENT IN MEMORY OF
MARGARET M. FREEMAN**

Mrs. Cornell 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 Margaret M. Freeman.

**ADJOURNMENT IN MEMORY OF
JOSEPH SORRENTINO**

Chairman Wolfe 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 Joseph Sorrentino.

**ADJOURNMENT IN MEMORY OF
MAURICE JONES**

Chairman Wolfe 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 Maurice Jones.

**RESOLUTION NO. 78 OF 2014
ADJOURNMENT**

Mr. Schoenberger offered the following resolution, which was seconded by Mr. Wieder and unanimously adopted (7:27 p.m.)

RESOLVED, that the meeting of the Legislature is hereby adjourned, in memory of Toney Earl's brother Maurice Jones, to Tuesday, March 4, 2014 at 7:00 p.m.

Respectfully Submitted,

DARCY M. GREENBERG
Proceedings Clerk