

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 May 17, 2016 at 7:00 P.M., pursuant to the adjournment of the May 3, 2016 meeting.

Very truly yours,

Laurence O. Toole
Clerk to the Legislature

Dated at New City, New York
This 12th day of May 2016

The Legislature of Rockland County convened in regular session pursuant to adjournment of the May 3, 2016 meeting.

A Roll Call being taken at 7:05 p.m., the following Legislators were present and answered to their names:

Christopher J. Carey
Harriet D. Cornell
Toney L. Earl
Charles J. Falciglia
Michael M. Grant
Lon M. Hofstein
Douglas J. Jobson
Nancy Low-Hogan
Patrick J. Moroney
Aney Paul
Laurie A. Santulli
Ilan S. Schoenberger
Philip Soskin
Vincent D. Tyer
Aron B. Wieder
Jay Hood, Jr., Vice Chairman
Alden H. Wolfe, Chairman

Honorable Patrick J. Moroney, Legislator, District 15, led in the salute to the flag and delivered the invocation.

**RESOLUTION NO. 245 OF 2016
ADOPTION OF MINUTES OF LEGISLATIVE MEETINGS OF
APRIL 5, 2016, APRIL 19, 2016, MAY 3, 2016**

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

Resolved, that the transcribed minutes of the Legislative meetings of April 5, 2016, April 19, 2016 and May 3, 2016, as recorded by the Clerk and presented to the Legislature, be and they are hereby adopted.

Comments from the ChairpersonHonorable Alden H. Wolfe

I think it should be clear to everybody in County government that we bear the brunt of what we refer to as "Unfunded New York State Mandates". I wanted to let everyone know that today I signed a proclamation declaring May 17, 2016 to be "Mayday for Mandate Relief" Day for Rockland County. I think we have to take every opportunity to be reminded of the impact of State mandates on the finances here in Rockland County and elsewhere in our State.

**DECLARING MAY 17th, 2016 TO BE
"MAYDAY FOR MANDATE RELIEF" DAY**

WHEREAS, the State of New York requires that local municipalities deliver State programs using local resources; and

WHEREAS, many municipalities in New York State face significant fiscal challenges that are amplified by a slow economic recovery and a state imposed restriction on local revenues; and

WHEREAS, in most instances, county fiscal challenges are directly tied to state imposed mandates and reduced state reimbursement; and

WHEREAS, the New York State Association of Counties has identified nine state mandates which consumed 99 percent of the property taxes levied by counties across the state, outside of New York City; and

WHEREAS, while the goals of these State mandates are worthy - providing help for families, promoting health, assisting the lives of the elderly and ensuring early intervention for children and youth - these mandates, which come without appropriate financial support, are the root cause of high county property and sales taxes in New York; and

WHEREAS, Rockland County taxpayers will pay \$155,795,740 towards state mandates in 2016; and

WHEREAS, reforms such as the hard cap on county Medicaid costs and pension reforms have been very helpful for local governments operations, more must be done to enable local governments to provide local services, pay for state mandates and stay under the state imposed property tax cap; and

WHEREAS, the Rockland County Legislature strongly encourages the Governor and State Legislature to continue its work to address the underlying drives of county property taxes and the fiscal stress facing many localities;

NOW, therefore, I, ALDEN H. WOLFE, Chairman of the Rockland County Legislature, on behalf of the entire Legislature, do hereby publicly and formally proclaim the 17th day of May 2016 as **"MAYDAY FOR MANDATE RELIEF" DAY** in Rockland County;

IN WITNESS WHEREOF, I have caused
the seal of the County of Rockland to be
affixed this 17th day of May 2016

ALDEN H. WOLFE
Chairman of the Legislature

LAURENCE O. TOOLE
Clerk to the Legislature

The Chairman opened the public participation portion of the meeting at 7:11 p.m. and the following persons spoke:

- ❖ Seth Lehman, Commissioner of RC Sewer District 1, amendment of RC Code (Ref. #5474)
- ❖ Jim Flynn, audit of Town of Ramapo, Sewer Commissioner, Solid Waste Mgt. Authority

Public Participation ended at 7:15 p.m.

Introduced by:

Referral No. 9142

Hon. Philip Soskin, Sponsor
 Hon. Toney L. Earl, Sponsor
 Hon. Aney Paul, Sponsor
 Hon. Ilan S. Schoenberger, Sponsor
 Hon. Aron B. Wieder, Sponsor
 Hon. Vincent D. Tyer, Sponsor
 Hon. Charles J. Falciglia, Sponsor
 Hon. Douglas J. Jobson, Sponsor
 Hon. Michael M. Grant, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Harriet D. Cornell, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 246 OF 2016
 APPROVING ACCEPTANCE OF GRANT
 IN THE AMOUNT OF \$185,000 (NCTD)
 FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH
 TO THE ROCKLAND COUNTY DEPARTMENT OF MENTAL HEALTH
 TO BE DISTRIBUTED TO THE ROCKLAND COUNTY OFFICE OF
 VETERANS AFFAIRS IN ORDER TO CONTINUE SUPPORTING
 A PROGRAM FOR VETERANS SUFFERING FROM
 POST-TRAUMATIC STRESS DISORDER THROUGH INDIVIDUAL
 AND SMALL GROUP PEER-TO-PEER COUNSELING SERVICES
 AND AUTHORIZING THE COUNTY EXECUTIVE TO
 EXECUTE ALL NECESSARY GRANT DOCUMENTS
 [DEPARTMENT OF MENTAL HEALTH]
 (\$185,000)**

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

WHEREAS, The Commissioner of the County Department of Mental Health (DMH) has advised the County Executive and the Legislature of Rockland County that the New York State Office of Mental Health has awarded DMH a grant in the amount of \$185,000 which must be accepted by June 30, 2016 and spent by June 30, 2017; and

WHEREAS, This grant is to be distributed by DMH to the County Office of Veterans Affairs (OVA) in order to continue supporting a program for veterans suffering from Post-Traumatic Stress Disorder through individual and small group peer-to-peer counseling services; and

WHEREAS, By Resolution No. 539 of 2013, the Legislature of Rockland County approved the acceptance of an initial grant in the same amount of \$185,000, from the same source, for this program; and

WHEREAS, By Resolution No. 121 of 2015, the Legislature of Rockland County approved a contract between the County, on behalf of OVA, and Rockland Independent Living Center, Inc. (RILC), a local NFP company selected to implement the pilot program; and

WHEREAS, The initial grant funds have been exhausted and receipt of an additional grant is necessary for OVA, through its contract with RILC, to continue this program for veterans of Rockland County; and

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

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

WHEREAS, Local Law No. 18 of 1996 provides for the County Executive to execute all grant applications subject to review by the County Attorney and to execute all contracts in excess of \$100,000 with the approval of the County Legislature [§§C3.02(o) and (u)]; 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 acceptance of a grant in the amount of \$185,000 from the New York State Office of Mental Health to the Rockland County Department of Mental Health, which is to be distributed to the County Office of Veterans Affairs in order to continue supporting a program for veterans suffering from Post-Traumatic Stress Disorder through individual and small group peer-to-peer counseling services, and hereby authorizes the County Executive to execute all necessary grant documents, after review by the County Attorney; and it is further

RESOLVED, That no County tax dollars (NCTD) are required to accept these grant funds; and it is further

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

GENERAL FUND - 2016

Increase Approp. Acct. (Credit):

A-VET-6510-E5060	Program Costs	185,000
------------------	---------------	---------

Increase Est. Rev. Acct. (Debit):

A-VET-6510-R3470	State Aid - OMH	185,000
------------------	-----------------	---------

Introduced by:

Referral No. 9142

Hon. Philip Soskin, Sponsor
 Hon. Toney L. Earl, Sponsor
 Hon. Aney Paul, Sponsor
 Hon. Ilan S. Schoenberger, Sponsor
 Hon. Aron B. Wieder, Sponsor
 Hon. Vincent D. Tyer, Sponsor
 Hon. Charles J. Falciglia, Sponsor
 Hon. Douglas J. Jobson, Sponsor
 Hon. Michael M. Grant, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Harriet D. Cornell, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 247 OF 2016
 APPROVING AMENDMENT OF AGREEMENT IN EXCESS OF \$100,000 WITH
 ROCKLAND INDEPENDENT LIVING CENTER, INC. IN THE ADDITIONAL AMOUNT
 OF \$185,000 TO PROVIDE PEER-TO-PEER COUNSELING SERVICES FOR
 VETERANS SUFFERING FROM PTSD, PURSUANT TO A GRANT FROM THE
 NEW YORK STATE OFFICE OF MENTAL HEALTH, FOR A TOTAL CONTRACT
 AMOUNT NOT TO EXCEED \$309,998 (NCTD), EXTENDING THE TERM OF THE AGREEMENT
 FROM DECEMBER 31, 2015 THROUGH JUNE 30, 2017 AND
 AUTHORIZING EXECUTION OF THE AGREEMENT BY THE COUNTY EXECUTIVE
 [VETERANS SERVICE AGENCY]
 (\$309,998) (NCTD)**

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

WHEREAS, By Resolution No. 121 of 2015, the Legislature of Rockland County approved a contract in an amount not to exceed \$124,998 between the County of Rockland, on behalf of its Office of Veterans Affairs (OVA) and Rockland Independent Living Center, Inc. (RILC) to implement a pilot program for veterans suffering from Post-Traumatic Stress Disorder through individual and small group peer-to-peer counseling services; and

WHEREAS, The contract was for the period of April 15, 2015 through December 31, 2015 and was funded with portions of an initial grant from the New York State Office of Mental Health in the amount of \$185,000, as approved by the Legislature of the County of Rockland in Resolution No. 539 of 2013; and

WHEREAS, The OVA and the County Department of Mental Health (DMH) have advised the County Executive and the Legislature of Rockland County that an additional grant in the amount of \$185,000 has been allocated to the pilot peer-to-peer counseling program by the New York State Office of Mental Health and recommend that the grant be accepted and that the RILC contract be amended by the additional sum of \$185,000, and that the term be extended from December 31, 2015 through June 30, 2017; and

WHEREAS, No county tax dollars will be used to fund the amendment to this agreement, which shall be paid for in its entirety from the grant funds allocated to the County by the State for the purposes set forth herein; subject to the passage of a separate resolution approving acceptance and appropriation of grant funds by the Legislature of Rockland County, which is submitted concurrently with this resolution; 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 amendment of the agreement in excess of \$100,000 with Rockland Independent Living Center, Inc., 873 Route 45-Suite 108, New City, NY 10956, in the amount of \$185,000, for a total contract sum not to exceed \$309,998 for the veterans peer-to-peer counseling pilot program and extension of the agreement from December 31, 2015 through June 30, 2017, and hereby authorizes the County Executive to execute such amendment and extension agreement after review by the County Attorney; and be it further

RESOLVED, That no county tax dollars will be used to fund the amendment to this agreement, which shall be paid for in its entirety from the grant funds allocated to the County by the State for the purposes set forth herein; subject to the passage of a separate resolution approving acceptance and appropriation of grant funds by the Legislature of Rockland County, which is submitted concurrently with this resolution.

Introduced by:

Referral No. 8148/6306

Hon. Philip Soskin, Sponsor
 Hon. Toney L. Earl, Sponsor
 Hon. Aney Paul, Sponsor
 Hon. Ilan S. Schoenberger, Sponsor
 Hon. Aron B. Wieder, Sponsor
 Hon. Charles J. Falciglia, Sponsor
 Hon. Douglas J. Jobson, Sponsor
 Hon. Michael M. Grant, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Harriet D. Cornell, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 248 OF 2016
 APPROVING THE ACQUISITION OF ARTWORK,
 CANDY SPLAT SCULPTURE, BY ARTIST, DORIS LAUGHTON,
 TO BE SITED AT THE DR. ROBERT L. YEAGER
 HEALTH CENTER NEAR THE VICINITY OF THE
 FRONT SIDE OF BUILDING A IN POMONA, NEW YORK
 [DEPARTMENT OF GENERAL SERVICES - FACILITIES MANAGEMENT
 FOR THE ART IN PUBLIC PLACES COMMITTEE]
 (\$25,740)**

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

WHEREAS, The Art in Public Places Committee ("AIPPC") has requested the acquisition of art work in the form of sculpture entitled "Candy Splat", by artist Doris Laughton, to be sited at the Dr. Robert L. Yeager Health Center near the vicinity of the front side of Building A, Pomona, New York, for a total amount of \$25,740; and

WHEREAS, The AIPPC has approved the sculpture to be acquired and sited for this public art project; and

WHEREAS, The total budget for this public art project is \$25,740; and

WHEREAS, Sufficient funding for the acquisition of this art work is available in the 2016 Capital Budget, Capital Project Nos. 1393, 1418, 1455 and 2097; and

WHEREAS, The Director of Facilities Management requests that the County Executive and the Legislature of Rockland County approve the acquisition and siting of the selected sculpture entitled "Candy Splat" by artist, Doris Laughton, to be sited at the Dr. Robert L. Yeager Health Center near the vicinity of the front side of Building A, Pomona, New York, for a total amount of \$25,740; and

WHEREAS, Local Law No. 6 of 1986 provides that the acquisition and siting of all works of art shall be approved by the County Executive and the Legislature; and

WHEREAS, The County Executive approves the acquisition and siting of the selected sculpture entitled "Candy Splat" by artist, Doris Laughton, to be sited at the Dr. Robert L. Yeager Health Center near the vicinity of the front side of Building A, Pomona, New York; and

WHEREAS, The Multi-Services and Budget and Finance Committees of this Legislature have met, considered and unanimously approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves the acquisition and siting of the selected sculpture entitled "Candy Splat" by artist, Doris Laughton, to be sited at the Dr. Robert L. Yeager Health Center near the vicinity of the front side of Building A, Pomona, New York, for a total amount of \$25,740; and be it further

RESOLVED, That sufficient funding for the acquisition of this art work is available in the 2016 Capital Budget, Capital Project Nos. 1393, 1418, 1455 and 2097.

The vote resulted as follows:

Ayes: 16 (Legislators Carey, Cornell, Earl, Falciglia, Grant, Hofstein, Jobson, Low-Hogan, Moroney, Paul, Santulli, Schoenberger, Tyer, Wieder, Hood, Jr., Wolfe)
 Nays: 01 (Legislator Soskin)

Debate

Chairman Wolfe

For the record, Mr. Powers, there is an open action item from committee. We are waiting for an opinion from the County Attorney's office. We are going to be voting regardless, but in the interest of making sure that these open action items are closed please take a look at that, thank you. We would appreciate a response to the action item.

Mr. Soskin

Opposed since the opinion was not received. I am not opposed to the project. I am for the project, I am opposed to the process. I asked for several things several times and it never comes through. We have a process and it should be adhered to.

Introduced by:

Referral No. 9505

- Hon. Alden H. Wolfe, Sponsor
- Hon. Ilan S. Schoenberger, 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. Aron B. Wieder, Co-Sponsor
- Hon. Douglas J. Jobson, Co-Sponsor
- Hon. Lon M. Hofstein, Co-Sponsor

**RESOLUTION NO. 249 OF 2016
 AUTHORIZING PAYMENT OF FUNDS IN VARIOUS AMOUNTS
 TO NON-PROFIT ORGANIZATIONS PURSUANT TO COUNTY LAW § 224**

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

WHEREAS, New York State's County Law § 224 permits the Legislature of the County of Rockland to contract with non-profit organizations and other corporations, associations and agencies within the County and within adjoining Counties for the purposes described in County Law § 224; and,

WHEREAS, As reflected in the adopted Budget for fiscal year 2016, the Legislature of the County of Rockland has chosen to provide funds to the following non-profit organization in the following amounts from the noted budget line:

1)	Elmwood Community Playhouse	\$8,263.00	CA-7541
----	-----------------------------	------------	---------

; and

WHEREAS, the above listed organization seeks to perform the services described in the Schedule A to the Memorandum Receipt for 2016 - a sample of which is annexed hereto and incorporated into this resolution as Schedule A - that shall be signed and filed with the Clerk to the Legislature in exchange for said funds; and,

WHEREAS, County funds are being provided by this resolution which funds shall be used to effect the services set forth in the Schedule A's to the Memorandum Receipt that shall be signed and filed with the Clerk to the Legislature; and,

WHEREAS, The amount the Legislature shall make available to the above listed organizations will be for services to be provided between January 1, 2016 to December 31, 2016; and,

WHEREAS, Funding for the payment of these services has been allocated in the above noted budget line; and

WHEREAS, the sums to be provided shall be paid to the above listed organization on or about April 30, 2016 and October 31, 2016; 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 the County of Rockland hereby authorizes the payment of funds to the following non-profit organization from the noted budget line:

1)	Elmwood Community Playhouse	\$8,263.00	CA-7541
----	-----------------------------	------------	---------

; and

RESOLVED, That the sum shall only be provided for services to be rendered and under the conditions set forth in the Memorandum Receipt for 2016 - a sample of which is annexed hereto and incorporated into this resolution as Schedule A - which shall be signed and filed with the Clerk to the Legislature; and be it further,

RESOLVED, The sums to be provided shall be paid to the above listed organization on or about April 30, 2016 and October 31, 2016, and be it further;

RESOLVED, That any funds unused by the above listed organization for the services to be rendered and under the conditions set forth in the Memorandum Receipts, which shall be signed and filed with the Clerk to the Legislature, shall be refunded to the County; and be it further,

RESOLVED, That the aforementioned payments shall not be disbursed until such a time as the Rockland County Commissioner of Finance, receives a Memorandum Receipt, in the form set forth and which shall be signed and filed with the Clerk to the Legislature, signed by the principal officer of and disbursing officer of the individual non-profit organization; and be it further,

RESOLVED That the Memorandum Receipt shall require a verified account of the individual non-profit organization's disbursements related to the services that have been provided in accordance with the Memorandum Receipt and this resolution, with verified or certified vouchers describing the services to be rendered, attached to such account and to otherwise comply with the terms of the Memorandum Receipt and this resolution; and be it further,

RESOLVED, That any funds allocated by this resolution and which remain unused by the above listed organization through December 31, 2016, shall be refunded to the County of Rockland; and be it further,

RESOLVED, That the Rockland County Commissioner of Finance shall disburse, in accordance with this resolution, the sum indicated herein from the above noted budget line of the adopted Budget for fiscal year 2016.

SCHEDULE "A"

Federal ID# **-*****

**2016
MEMORANDUM RECEIPT**

THIS Memorandum Receipt dated this ____ day of _____, 2016, acknowledges the conditions of funding, from the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter described as "COUNTY," to the Recipient, -----, a New York State not-for-profit corporation, with offices located at -----, hereinafter called "the RECIPIENT," in the manner following:

WITNESSETH:

WHEREAS, the RECIPIENT is a not-for-profit corporation which promises to provide services described in Schedule "A" with the funding hereby provided by the COUNTY attached and made a part hereof, and

WHEREAS, the COUNTY desires such services as RECIPIENT provides, for the benefit of County residents, and

WHEREAS, the Legislature of Rockland County appropriated the necessary funds for the RECIPIENT, to be disbursed in accordance with Section 224 of the New York State County Law for maintenance and operation of a public museum and the maintenance and operation of a professional symphony or philharmonic orchestra, musical festival, or vocal, dance, drama, or performing arts troupe, group or activity of any kind of nature, purposes provided for therein, and

NOW, THEREFORE, the RECIPIENT agrees that, the following requirements must be met for the receipt of the funding provided:

1. **TERM:** The services to be rendered by RECIPIENT under this Memorandum Receipt shall commence **January 1, 2016** and terminate **December 31, 2016**.

2. **SERVICES:** The RECIPIENT shall provide services as set forth in Schedule "A", annexed and made part of this Memorandum Receipt. The RECIPIENT warrants and represents that it and its employees, agents and servants possess the skills and experience to render the services provided for this Memorandum Receipt. The funds provided by the Legislature and described below shall be expended on the services described in Schedule "A"

3. **FUNDING:** The COUNTY will provide to the RECIPIENT a sum not to exceed ----- **DOLLARS and 00/100 (\$-----.00)** to permit the RECIPIENT to perform the services set forth in the attached Schedule "A".

Payment will be made only when a certified and signed voucher in a form is approved and authorized by the Commissioner of Finance. Payments will be made upon the following schedule:

PAYMENT SCHEDULE

<u># of Payments</u>	<u>Date</u>
First Payment	On or About April 30th
Second Payment	On or About October 31st

All financial statements and proofs of insurance, or other documentation required in this Memorandum Receipt must be on file with the Commissioner of Finance **before** any payment will be made. Failure to comply with any provision under this Memorandum Receipt may result in the delay or forfeiture of the aforementioned payments.

This Memorandum Receipt requires a verified account of ----- disbursements related to the services that have been provided in accordance with the Memorandum Receipt and this resolution, with verified or certified vouchers describing the services rendered, attached to such account; and it is further,

4. **CONDITIONS AFFECTING FUNDING:** The funding offered by the COUNTY and described herein is offered entirely at the COUNTY's discretion. It is neither a contract nor a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY are pledged to the payment of any amount due or to become due under this Memorandum Receipt. It is understood that neither this Memorandum Receipt nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Memorandum Receipt. **This Memorandum Receipt shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in and remain in the COUNTY budget for the purpose described herein. Furthermore, neither this Memorandum Receipt nor the appropriation described herein shall constitute any obligation expressed or implied that the County of Rockland will continue to appropriate funding in the future.**

5. **FINANCIAL RECORDS/AUDIT:** The RECIPIENT shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Memorandum Receipt. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or County record-keeping requirements, and each transaction shall be documented. Such records shall be made available to the

COUNTY for inspection or audit upon request. **The RECIPIENT shall file with the Commissioner of Finance such reports and statements as are required to be filed with the Attorney General of the State of New York pursuant to Article 7-A of the Executive Law and Section 8-1.4 of the Estates, Powers and Trust Law, on or before the first day of July after the close of such fiscal year.** Upon the failure to file reports and statements no further compensation or fee for services will be due to the RECIPIENT unless or until financial statements have been filed with the Rockland County Department of Finance.

6. INDEMNIFY AND HOLD HARMLESS: The RECIPIENT agrees to defend, indemnify and hold harmless the COUNTY and its respective officers, employees and agents from and against all claims, actions and suits, including but not limited to suits claiming that the appropriation to the RECIPIENT was illegal, and will defend the COUNTY and its respective officers, employees and agents, at its own cost and at no cost to the COUNTY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of the RECIPIENT that arise from the services described in Schedule "A", to the fullest extent permitted by law. These indemnification provisions are for the protection of the COUNTY and its respective officers, employees and agents only, and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Memorandum Receipt and the expiration term for which funding is provided.

7. RECIPIENT IS INDEPENDENT OF THE COUNTY: The RECIPIENT is an independent entity, providing services on its own cognizance and for its own purposes. RECIPIENT covenants and agrees that it, its agents, servants and/or employees, will neither hold itself out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

8. COMPLIANCE WITH ANTIDISCRIMINATION LAWS: RECIPIENT agrees that it shall not discriminate on the basis of race, creed, sex, ethnic background, age or national origin, and shall comply with all Federal, State and Local Anti-Discrimination Laws and resolutions, including, but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Equal Pay Act; the Immigration and Reform Act; the Genetic Information Reform Act; the New York State Human Right's Law and; the Rockland County Human Rights Law. Also, RECIPIENT agrees that its services will be available to all residents of Rockland County.

9. INJURY, PROPERTY DAMAGE: The RECIPIENT shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of the RECIPIENT, its agents or employees in connection with its work, activities or services described in Schedule "A" of this Memorandum Receipt. The

RECIPIENT represents and warrants that its agents and employees possess the experience, knowledge and skills and independence necessary for the work/services to be performed in connection with this Memorandum Receipt.

10. INSURANCE REQUIREMENTS: The RECIPIENT shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants and/or agents described in Schedule A, which insurance shall include, but may not be limited to those policies indicated:

- A Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- B Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- C Excess Umbrella Liability Insurance not less than \$2,000,000 (Two Million) over General Liability, Employers Liability (if not unlimited on the workers compensation policy), Auto Liability and Professional Liability, if required, for each occurrence and a general aggregate not less than \$2,000,000 (Two Million)
- D Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements of the NYS Workers Compensation Law
- E Disability Insurance in accordance with provisions and requirements of the NYS Disability Law
- F Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella the limits should equal \$1,000,000 plus the required excess limit
- * All other insurance as required by law

A check mark in the box indicates that the type of insurance specified **IS REQUIRED**

The RECIPIENT warrants and represents to the County of Rockland that it has sufficient funds to satisfy the amount of the self insured retention limit (deductible) required of each liability policy as it applies to this Memorandum Receipt, and that said amount is available to settle, compromise, or pay any suit or claim for negligence, gross negligence, medical malpractice, or intentional acts or omissions, made against it arising out of or during the term of this Memorandum Receipt. The RECIPIENT shall provide, at the request of the County of Rockland, proof or guarantee of financial responsibility, as it deems necessary.

FOR HI-TOR ONLY - *The COUNTY OF ROCKLAND shall be named as an additional insured on general liability insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty (30) days prior written notice to the County of Rockland. Unless and until RECIPIENT obtains such insurance, this Memorandum Receipt shall not be effective and no monies shall be paid or given to the RECIPIENT.*

11. **LAWS OF THE STATE OF NEW YORK:** This Memorandum Receipt shall be governed by the Laws of the State of New York.

12. **LABOR LAW AND EXECUTIVE LAW:** The RECIPIENT shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, **if required by law**, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this Memorandum Receipt.

13. **LOCAL LAWS AND RESOLUTIONS:** The RECIPIENT shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, the resolution authorizing payment of funds identified in this Memorandum Receipt to the RECIPIENT pursuant to County Law §224, and the filing of Disclosure Statements and Affirmative Action Plans, **if required by law or resolution**.

14. **REPRESENTATIONS AND WARRANTIES OF THE RECIPIENT:** RECIPIENT represents and warrants to the COUNTY as follows:

(a) RECIPIENT is a corporation duly organized not-for-profit organization, validly existing under the laws of New York, and is duly qualified to do business in New York. RECIPIENT has full power and authority to conduct its business as now carried on, and to carry out and perform its undertakings and obligations as provided herein. The execution and delivery by RECIPIENT of this Memorandum Receipt and the consummation of the transactions contemplated herein have been duly authorized by the Board of Directors or applicable body or officer of RECIPIENT and will not conflict with or breach any provision of the Certificate of Incorporation or Bylaws of RECIPIENT. The copies of the documents pertaining to the organization of the RECIPIENT provided by RECIPIENT to the COUNTY are true and complete copies of said documents.

(b) No action, approval, consent or authorization, including without limitation any action, approval, consent or authorization of any governmental or quasi-governmental RECIPIENT, commission, board, bureau or instrumentality, is necessary for RECIPIENT to constitute this Memorandum Receipt the binding and enforceable obligation of RECIPIENT or to consummate the transactions contemplated hereby.

(c) There are no violations of any law or governmental rule or regulation pending or, to the best of RECIPIENT's knowledge, threatened against RECIPIENT. The RECIPIENT has complied with all laws and governmental rules and regulations applicable to its business operations.

(d) There are no judgments, liens, suits, actions or proceedings pending or, to the best of RECIPIENT's knowledge, threatened against RECIPIENT. The RECIPIENT is not a party to, subject to or bound by any agreement or any judgment or decree of any court, governmental body or arbitrator which would conflict with or be breached by the execution, delivery or performance of this Memorandum Receipt, or which could prevent the carrying out of the transactions provided for in this Memorandum Receipt, or which could prevent the performance of its obligations under this Memorandum Receipt or adversely affect the conduct of its business.

(e) The RECIPIENT has filed each tax return, including without limitation all income, excise, property, gain, sales, franchise and license tax returns, required to be filed by the RECIPIENT prior to the date hereof. Each such return is true, complete and correct, and the RECIPIENT has paid all taxes, assessments and charges of any governmental authority required to be paid by it, including but not limited to any County, Town, Village real property tax or School tax, and has created reserves or made provision for all taxes accrued but not yet payable. No government is now asserting, or to RECIPIENT's knowledge threatening to assert, any deficiency or assessment for additional taxes or any interest, penalties or fines with respect to the RECIPIENT.

(f) The financial statements, balance sheets and other information pertaining to the RECIPIENT and provided to the COUNTY are true, correct and complete as of the dates and for the periods set forth therein; have been prepared in accordance with generally accepted accounting principles consistently applied; and fairly represent the financial position of the RECIPIENT at such dates and for such periods. The RECIPIENT had at said dates no liabilities or obligations of any kind, contingent or otherwise, not reflected in the financial statements provided to the COUNTY. Since said dates and periods, there has been no material adverse change in the financial condition, assets or liabilities of the RECIPIENT.

15. NO ASSIGNMENT: The RECIPIENT cannot assign, sublet or transfer or otherwise dispose of its interest in the funds described in this Memorandum Receipt without a duly adopted resolution of the Legislature of Rockland County authorizing such assignment or transfer.

16. APPROVAL OF FEDERAL, STATE AND LOCAL RECIPIENT:

Notwithstanding any other provisions of this Memorandum Receipt, the COUNTY shall not be liable for any payment or compensation to the RECIPIENT until the services rendered by the RECIPIENT under this Memorandum Receipt meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this Memorandum Receipt which provides funding in whole or in part for the services provided under this Memorandum Receipt.

17. FUND RAISING: All fund raising affairs of the RECIPIENT shall be included within the borders of Rockland County, whenever possible, pursuant to Resolution No. 119 of 1992.

18. NATURE OF MEMORANDUM RECEIPT. This Memorandum Receipt is not a contract or agreement between the parties. This document, as described by Section 224 of the New York State County Law and its County legislation authorizing its terms, sets forth certain conditions, undertakings and obligations of the RECIPIENT. This Memorandum Receipt creates no obligations on the part of the COUNTY including any obligation for the payment of the funds described in this Memorandum Receipt or its related legislation.

IN WITNESS WHEREOF, the RECIPIENT executes this Memorandum Receipt this ____ day of _____ 2016.

By: _____
(presiding officer)
President

Dated: _____

By: _____
Treasurer (disbursing officer)

Dated: _____

Introduced by:

Referral No. 5614

Hon. Nancy Low-Hogan, Sponsor
 Hon. Harriet D. Cornell, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Michael M. Grant, Sponsor
 Hon. Toney L. Earl, Sponsor
 Hon. Charles J. Falciglia, Sponsor
 Hon. Douglas J. Jobson, Sponsor
 Hon. Ilan S. Schoenberger, Sponsor
 Hon. Philip Soskin, Sponsor
 Hon. Aron B. Wieder, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 250 OF 2016
 APPROVAL OF PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT BETWEEN
 CRH REALTY IX, LLC, CRYSTAL RUN HEALTHCARE LLP, TOWN OF CLARKSTOWN,
 CLARKSTOWN CENTRAL SCHOOL DISTRICT, COUNTY OF ROCKLAND,
 AND THE COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY FOR
 PROPERTY LOCATED AT: 2 CENTEROCK ROAD, TOWN OF CLARKSTOWN,
 IN THE CLARKSTOWN CENTRAL SCHOOL DISTRICT, TAX MAP SECTION 64.8,
 BLOCK 3, LOT 7.3 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE
 [DEPARTMENT OF FINANCE -
 OFFICE OF REAL PROPERTY TAX SERVICES]
 [PILOT]**

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

WHEREAS, CRH Realty IX, LLC and Crystal Run Healthcare LLP have requested that the County of Rockland Industrial Development Agency finance the construction of a new 70,000 square foot medical facility with associated parking and improvements and the acquisition and installation of certain machinery and equipment related thereto, all to be as a medical facility with administrative offices, which Project is located at 2 Centerock Road, Town of Clarkstown, in the Clarkstown Central School District being shown and designated on the Tax Map of the Town of Clarkstown as Tax Map Section 64.8, Block 3, Lot 7.3; and

WHEREAS, CRH Realty IX, LLC and Crystal Run Healthcare LLP wish to enter into an agreement with the County of Rockland, for payment of monies in lieu of taxes pursuant to General Municipal Law 925-I, commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the owner of record of the real property determined pursuant to the provisions of the Real Property Tax Law, and terminating on the fifteenth anniversary of the date of commencement, or earlier as provided in the agreement; and

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

WHEREAS, CRH Realty IX, LLC and Crystal Run Healthcare LLP will continue to pay the full amount of the County tax which they would have paid if the County of Rockland Industrial Development Agency was not involved in the Project; and

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

WHEREAS, The Economic Development Committee of the Legislature has met, considered and approved this resolution by a vote of 6 Ayes and 1 Abstain; and

WHEREAS, The Budget and Finance Committees 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 Payment In Lieu Of Taxes (PILOT) agreement with CRH Realty IX, LLC and Crystal Run Healthcare LLP, the Town of Clarkstown, the Clarkstown Central School District, County of Rockland and County of Rockland Industrial Development Agency for payment of monies in lieu of taxes in the amount set forth in the attached agreement, and authorizes its execution by the County Executive, subject to the approval of the County Attorney, and only upon the agreement of all parties.

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of February __, 2016 by and between **CRH REALTY IX, LLC**, a New York limited liability company with an office at 155 Crystal Run Road, Middletown, NY 10941 ("Lessee"), and **CRYSTAL RUN HEALTHCARE LLP**, a New York limited liability partnership with an office at 155 Crystal Run Road, Middletown, NY 10941 ("Sublessee"), the **TOWN OF CLARKSTOWN** (the "Town"), the **CLARKSTOWN CENTRAL SCHOOL DISTRICT**, 62 Old Middletown Road, New City, NY 10956 (the "School District"), the **COUNTY OF ROCKLAND**, 11 New Hempstead Road, New City, New York 10956 (the "County") and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at Two Blue Hill Plaza, Pearl River, New York 10965 (the "Agency").

WITNESSETH

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

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

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with Lessee for a commercial "project" within the meaning of the Act (the "Project"); and

WHEREAS, the Project will consist of the Lessee's construction of a new 70,000 square foot medical facility with associated parking and improvements and the Lessee's acquisition and installation thereto of certain machinery, fixtures, furnishings and equipment related thereto, all to be used as a medical facility with administrative offices, which Project is located at 2 Centerock Road, Town of Clarkstown, in the Clarkstown Central School District, being shown and designated on the Tax Map of the Town of Clarkstown as Section 64.8, Block 3, Lot 7.3 (the land and the building and site improvements, together constituting the "Project Realty") (said land being more fully described on Exhibit "A" attached); and

WHEREAS, to facilitate the Project, the Agency has entered into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy by which the Agency acquired a leasehold interest in and to the Project Realty ("Head Lease") and the Agency leased to CRH Realty IX, LLC, as Lessee, the Agency's interest in the Project (the "Lease Agreement"); and

WHEREAS, CRH Realty IX, LLC, has, simultaneous with the execution of the Lease Agreement, entered into a Sublease Agreement with Sublessee whereby Sublessee shall lease from Lessee all of Lessee's interest in the Project; and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements owned by it; and

WHEREAS, pursuant to Section 925-1 of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, and School District (collectively, the "Affected Taxing Jurisdictions") and Lessee, which sum shall be paid by Lessee to the Affected Taxing Jurisdictions ("PILOT Payments"); and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered into in connection with the transfer to the Agency of a leasehold interest in the Project Realty and the Agency entering into a "straight lease" transaction (the "Straight Lease Transaction") with Lessee and Sublessee.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency, Lessee and Sublessee with respect to the Project, Lessee, Sublessee, the County, Town, School District and the Agency hereby formally agree as follows:

1. Lessee and Sublessee hereby covenant and agree to pay or have paid on their behalf, so long as the Agency is the lessee of the Project, PILOT Payments to the County, Town and School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created ("Special District Taxes"), as they now pay or would pay in accordance with the Real Property Tax Law.

2. (a) The Project is to be assessed in the same manner as other similar properties in the Town, by the Town Assessor for the Town and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".

(b) The Project Realty is currently assessed as vacant land with an assessed value of \$343,000.00. In the event any construction at the Project Realty has commenced as of March 1, 2016, the Project Realty will be re-assessed as of that date, based upon any improvements which exist at that time. Upon completion of construction at the Project Realty, which is

contemplated to be on or before March 1, 2017, the assessed valuation for the Project Realty will be revised as specified in paragraphs 6 and 7 herein.

3. Lessee and Sublessee acknowledge, agree and accept the present assessed valuation of the Project Realty constituting part of the Project and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Project Realty, except as to the assessment adjustments to be made as of March 1, 2031 as hereinafter set forth in Paragraph 7 of this Agreement, so long as the assessed valuation does not change, using as a basis the 2017 assessed value of the Project Realty, as adjusted and modified by Paragraph 7 of this Agreement, pursuant to the provisions of Article 19 of the Real Property Tax Law for each current parcel of the Project Realty as published in the assessment roll of the Town of Clarkstown. For the purposes of this paragraph, a change in assessed valuation as a consequence of the Town or County-wide revaluation shall not be considered a change in the assessed valuation as long as the assessed valuation of the subject property does not increase relative to the total non-homestead taxable assessment base in the Town of Clarkstown. Any change in assessed valuation reflecting "additional construction", as provided for in Paragraph 18 of this Agreement, shall not be considered a "change in assessment" for the purposes of this Paragraph.

4. Lessee and Sublessee agree to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, Town and School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, Town and School District shall notify or cause Lessee or Sublessee to receive notice from each thereof or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event Lessee or Sublessee shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Lessee and Sublessee until fully paid and Lessee and Sublessee agree to pay the same to the Affected Taxing Jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

5. Notwithstanding any other provision of this Agreement, the Lessee and Sublessee acknowledge and agree that the County is a party to this Agreement solely for notice and collection/payment purposes. Lessee and Sublessee agree to pay the full amount of the County tax which Lessee and Sublessee would have paid if the Agency were not involved in the project. Lessee and Sublessee further agree that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of paragraph 4 of this Agreement.

6. Lessee and Sublessee agree to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year immediately following the first taxable status date that the Agency is the lessee of record of the Project Realty determined pursuant to the provisions of Real Property Tax Law (the "PILOT Commencement Date") and expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period".

7. (a) Commencing on the PILOT Commencement Date, Lessee and Sublessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty, using as a basis for the first year (tax year 2016 for School and tax year 2017 for Town), the assessed valuation for the Project Realty as determined by the tax assessor for the Town as set forth in Paragraph 2(b) and, upon completion of construction the assessed value of \$2,793,000.00 of which the land value shall equal \$343,000.00 and the improvements shall equal \$2,450,000.00. The assessment shall remain at \$2,793,000.00 throughout the term of this PILOT Agreement (barring any additional new construction) for years two (2) through fifteen (15) of the Pilot Period. The assessed improvement value for the purposes of this Agreement is to be reduced as follows:

TOWN TAX

Year of PILOT Period	Percent Reduction of Assessed Value
2017	50%
2018	50%
2019	50%
2020	35%
2021	30%
2022	25%
2023	20%
2024	15%
2025	10%
2026	5%
2027-2031	0%

SCHOOL TAX

Year of PILOT Period	Percent Reduction of Assessed Value
2016	50%
2017	50%
2018	50%
2019	35%
2020	30%
2021	25%
2022	20%
2023	15%
2024	10%
2025	5%
2026-2030	0%

(b) Lessee and Sublessee agree that the amounts payable by them or on their behalf as PILOT Payments for each year of the PILOT Period, of fifteen (15) consecutive years from the PILOT Commencement Date to the PILOT Termination Date, shall be determined by multiplying the tax rate for the then current tax levy by the assessed improvements valuation of the Project Realty as reduced pursuant to the formulae set forth in Paragraph 7(a) above. The

land value of \$343,000.00 shall not be reduced by the formulae in Paragraph 7(a) above and the full tax shall be due for the land assessment value of \$343,000.00.

8. For the purposes of this Agreement, the applicable tax fiscal year for the State, County and Town Tax shall be the calendar year, January 1 through December 31, commencing January 1, 2017, and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2016. All PILOT payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town and School District.

9. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) which is not cured by the expiration of any applicable cure period or (ii) the fifteenth (15th) anniversary of the PILOT Commencement Date or (iii) the date the Agency no longer has a leasehold interest in the Project Realty.

During the fifteen (15) year Pilot Period, Lessee and Sublessee agree and accept that assessed value for the Project Realty and shall not commence any legal proceedings whether by tax certiorari or otherwise to challenge or alter that assessed valuation.

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

(a) Failure of Lessee or Sublessee to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement; or

(b) Failure of Lessee or Sublessee to comply with the terms of the PILOT Escrow Agreement pursuant to Paragraph 21 of this Agreement; or

(c) An Event of Default under the Head Lease, Lease Agreement or any other agreement executed by Lessee or Sublessee in connection with the Straight Lease Transaction.

11. Prior to the PILOT Termination Date, the PILOT Escrow Agent (as hereinafter defined) shall notify the parties to this Agreement of the date upon which the PILOT Period is scheduled to terminate (the "PILOT Termination Notice"). The PILOT Escrow Agent, if required, shall calculate and apply that portion of the PILOT Payments to each of the Affected Taxing Jurisdictions (State, County, Town and School District) and then shall apportion and adjust the PILOT Payments to be paid with respect to the balance of the tax fiscal year to each of the Affected Taxing Jurisdictions to an amount equal to the full real property and school taxes that Lessee and Sublessee would have been required to pay as the owner of the Project Realty. The PILOT Termination Notice shall set forth such calculations and apportionments. After the PILOT Termination Date and until such time as the Project Realty is recorded on the tax rolls of the Town as no longer being leased by the Agency, Lessee and Sublessee agree to make PILOT Payments in such amounts and at such times as would be due if the Project Realty were privately owned by a for-profit entity with no Agency participation. If this Agreement is terminated prior to the fifteenth (15th) anniversary of the PILOT Commencement Date, Lessee and Sublessee shall receive a credit from the appropriate taxing authority toward the amount due in such year

equal to that portion of the PILOT Payments allocable to the period of time following the PILOT Termination Date. Notwithstanding anything to the contrary contained in the foregoing, with respect to the last year of the PILOT Period, Lessee and Sublessee may prorate its PILOT Payments on the basis of the actual period the Agency is the lessee so that there shall exist no period of time for which Lessee or Sublessee is obligated to make PILOT Payments in addition to actual tax payments to which the Project Realty is subject under current law, at the time of reconveyance to the Lessee.

12. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the duties and obligations contained herein. The Agency hereby appoints the **Comptroller, Town of Clarkstown**, to act as the PILOT Escrow Agent. Lessee agrees to pay the PILOT Payments when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York or via the automatic clearing house ("ACH") or such other expedient automatic electronic deduction from the Lessee's bank account. The County, Town and School District consent to and agree that the Comptroller, Town of Clarkstown, shall act as their PILOT Escrow Agent pursuant to this Agreement, and shall allocate and pay to the School District, County, Village and Town their respective payments as and when received.

13. Lessee and Sublessee shall also make payments to the PILOT Escrow Agent in respect of Special District Taxes from the date the Agency acquires a leasehold interest in the Project Realty as required by the Affected Taxing Jurisdictions or Special District. The Special District taxes shall be paid simultaneously with the Town taxes in January of each year. Nothing contained herein shall exempt Lessee and Sublessee from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Project Realty or which may subsequently be imposed on the Project Realty in the future.

14. It is agreed that Lessee or Sublessee shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Project Realty as if the taxes were levied against Lessee and Sublessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3 and Paragraph 7. Lessee and Sublessee shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts they hereby obligate themselves to pay in lieu of taxes, including judicial appeal thereof, as if they were a property owner not exempt from taxation. The Agency shall join in any proceeding for obtaining relief under this paragraph to the extent that the Agency's consent is required for Lessee and Sublessee to undertake such procedure provided, however, that Lessee and Sublessee shall continue to make PILOT Payments required hereunder.

15. The benefits and obligations of Lessee and Sublessee under this Agreement shall not be assigned without the written consent of the County, Town, School District and the Agency.

16. In the event any part of the Agency's interest in the Project Realty is transferred from the Agency to Lessee, Sublessee or another party, the provisions of New York State Real Property Tax Law §520 shall apply.

17. It is understood and agreed by the parties to this Agreement that the Agency, the County, Town and School District are entering into this Agreement in order to provide financial assistance to Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Lessee and Sublessee hereby agree that if there shall occur a Recapture Event (as defined below) that is not cured within any applicable cure period prior to the expiration of the PILOT Period, Lessee and Sublessee shall pay to the PILOT Escrow Agent as a return of public benefits conferred by the Agency as follows ("Recapture of Benefits"):

(a) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first four (4) years after the PILOT Commencement Date;

(b) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5th or 6th year after the PILOT Commencement Date;

(c) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 7th or 8th year after the PILOT Commencement Date;

(d) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9th year after the PILOT Commencement Date;

(e) twenty percent (20%) of the Benefits if the Recapture Event occurs during the 10th year or thereafter through the 15th year after the PILOT Commencement Date.

The PILOT Escrow Agent shall then allocate and pay to the County, Town and School District their respective share of the Benefits when received.

The term "Benefits" shall mean, collectively all real estate tax benefits which have accrued to the benefit of the Lessee and Sublessee during such time as the Agency was the lessee of the Facility, such tax benefits to be computed by subtracting the PILOT payments paid under and pursuant to the terms of this PILOT Agreement and any other assessments or payments from those payments which the Lessee and Sublessee would have been required to pay if they had been the owner of the Project Realty with no Agency participation, together with a late fee of five (5%) percent of the amount not timely paid for each month or part thereof that any payment due hereunder is delinquent and interest at the rate of one percent (1%) per month on the amount calculated due hereunder from the PILOT Commencement Date of this Agreement to the date of Recapture of Benefits are paid. Said payment to include the expenses, costs and disbursements and reasonable attorneys' fees necessary to collect the amounts due hereunder.

The term "Recapture Event" shall mean any of the following events:

(a) Lessee or Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its sole reasonable discretion;

- (b) Lessee or Sublessee shall have ceased all or substantially all of its operations at the Project Realty (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);
- (c) Lessee or Sublessee shall have transferred all or substantially all of their employees who work at the Project Realty to a location outside of the County and Lessee or Sublessee have not replaced such employees;
- (d) Lessee or Sublessee shall have effected a substantial change in the scope and the nature of the operations of Lessee or Sublessee at the Project Realty, as determined by the Agency in its sole discretion;
- (e) Lessee or Sublessee shall have subleased all or any portion of the Project Realty without the prior written consent of the Agency, except in connection with a sublease to any corporation or other entity which shall be an affiliate, subsidiary or parent of Lessee;
- (f) Lessee or Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Project Realty, except in connection with a transfer or other disposition to any corporation or other entity into or with which Lessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee;
- (g) Lessee or Sublessee shall have defaulted under any of the terms of the Head Lease, Lease Agreement or Sublease Agreements or under any document executed by Lessee or Sublessee in connection with the Straight Lease Transaction and such default is not cured within any applicable cure period; or
- (h) An Event of Default shall have occurred which is not cured within any applicable cure period; or
- (i) Lessee or Sublessee fail to make PILOT Payments as required pursuant to this Agreement.

For purposes of subparagraphs (e) and (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Lessee. A successor of Lessee shall mean (i) a corporation or other entity into which or with which Lessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Lessee and assumes all the obligations and liabilities of Lessee under any promissory notes issued in connection with the Project and under the Lease.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Realty, or (ii) the inability at law of Lessee and Sublessee to rebuild, repair, restore or replace the Project Realty after the occurrence of a Loss Event (as that term is defined in the "Lease Agreement") to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Lessee or any affiliate.

Lessee and Sublessee covenant and agree to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Realty or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

In the event a Recapture of Benefits event shall occur, the Lessee shall pay to the Agency a sum equal to one percent (1%) of the Benefits recaptured as a result of the early termination of this Agreement.

The provisions of this Paragraph 17 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

18. Lessee and Sublessee specifically understand and agree that the benefits provided in this Agreement apply to the Project. Any additional construction by Lessee, any sublessee or any third party upon the Project Realty shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District, Town and County, the additional construction on the Project Realty shall no longer be entitled to the Benefits provided in Paragraph 7 of this Agreement and Lessee and Sublessee shall thereafter make PILOT Payments for the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

19. The County, Town and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

20. Obligations arising out of this Agreement are solely the responsibility of Lessee and Sublessee and not the Agency and are payable out of receipts, funds or other monies of Lessee and Sublessee.

21. As security for the PILOT Payments or other payments required pursuant to this Agreement, Lessee and Sublessee shall obtain a direct pay letter of credit ("PILOT Letter of Credit") in an amount equal to the real estate taxes and school taxes which would be due and payable with respect to the first year of the PILOT Period if Lessee and Sublessee were the record owner of the Project.

PILOT Letter of Credit shall mean a letter of credit in favor of the PILOT Escrow Agent that (i) is issued by a bank authorized to do business in the State and whose long-term unsecured obligations are rated at least A- by Standard & Poor's Rating Services ("S&P") and A3 by Moody's Investors Service ("Moody's"), (ii) having at the time of delivery, a term of at least one year, (iii) authorizes the PILOT Escrow Agent to draw up to the full amount thereof upon receipt

by the issuing bank (the "Issuing Bank") of a certification signed by the PILOT Escrow Agent that amounts payable by Lessee or Sublessee under this Agreement are past due, (iv) authorizes the PILOT Escrow Agent to draw up to the full amount thereof at any time during the fifteen-day period prior to the expiration thereof if the then-existing PILOT Letter of Credit has not been extended for a term of one year or replaced by a substitute PILOT Letter of Credit satisfactory to the PILOT Escrow Agent on or prior to such fifteen-day period and (v) authorizes the PILOT Escrow Agent to draw up to the full amount thereof if, within thirty (30) days following receipt by Lessee of notice from the PILOT Escrow Agent that the long-term unsecured obligations of the issuer of the PILOT Letter of Credit have fallen below A- by S&P or A3 by Moody's and Lessee shall not have delivered to the PILOT Escrow Agent a replacement PILOT Letter of Credit satisfactory to the PILOT Escrow Agent and the Agency.

The PILOT Escrow Agent's recourse against the PILOT Letter of Credit shall neither limit nor preclude the Agency, County, Town and School District from exercising any and all remedies available under this Agreement by reason of Lessee's failure to make any payments due under Paragraph 6 or as elsewhere required in this Agreement. The PILOT Letter of Credit shall be in a form and provide for terms reasonably customarily provided in similar letters of credit and in a form satisfactory to the PILOT Escrow Agent and the Agency

22. (a) Lessee and Sublessee shall at all times protect and hold the Agency, the County, Town and School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, County, Town and School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Lessee, Sublessee, or performance by the Indemnified Party or Lessee, Sublessee of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Lessee and Sublessee agree to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

23. This Agreement may not be modified, amended, supplanted or changed without the written consent of Lessee, Sublessee, the County, Town, School District and the Agency.

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

25. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally

recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

- (a) if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, Two Blue Hill Plaza, Pearl River, New York 10965 with a copy to the Executive Director of the Agency at the same address, and
- (b) if to Lessee, to CRH Realty IX, LLC, 155 Crystal Run Road, Middletown, NY 10941, with a copy to Marianna R. Kennedy, Esq. Drake Loeb PLLC, 555 Hudson Valley Avenue, Suite 100, New Windsor, NY 12253, and
- (c) if to Sublessee, to Crystal Run Healthcare LLP, 155 Crystal Run Road, Middletown, NY 10941, with a copy to Marianna R. Kennedy, Esq., Drake Loeb PLLC, 555 Hudson Valley Avenue, Suite 100, New Windsor, NY 12553, and
- (d) if to School District, to Clarkstown Central School District, 62 Old Middletown Road, New City, NY 10956, Attention: Superintendent with a copy to Warren Berbit, Esq., Jaspan Schlesinger LLP, 56 Park Avenue, PO Box 239, Suffern, New York 10901, and
- (e) if to Town, to Town of Clarkstown, 10 Maple Avenue, New City, NY 10956, Attention: Supervisor, and
- (f) if to County, to County Office Building, 11 New Hempstead Road, New City, New York 10956, Attention: County Executive, and
- (g) if to PILOT Escrow Agent, to Town of Clarkstown, 10 Maple Avenue, New City, NY 10956, Attention: Comptroller.

The Agency, County, Town, School District, Lessee and Sublessee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

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

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

{Remainder of this Page left Blank}

EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

Exhibit A

County of Rockland Industrial Development Agency

Project: *Crystal Run Healthcare*

Address: *3 Crosfield Avenue, West Nyack, NY*

Summary:

The project involves the new development of a 70,000 square foot medical care facility on 9.32 acres of (previously) undeveloped land. Projected investment by the owner/operator is \$32+ million.

The company has requested a PILOT that will provide a sliding scale abatement for a 10-year period (generally similar in structure to NYS Property Tax Exemption 485-B), plus a freeze on the full assessed value for an additional 5 years (with no abatement). *The Town of Clarkstown and Clarkstown Central School District are the only participants in a tax abatement. The County of Rockland and all special district taxes will receive 100% of the taxes due throughout the entire PILOT period. Total taxes, with abatements, will be over \$3.2 million for the first 10 years alone, versus taxes generated by an undeveloped site.*

The project will create hundreds of short-term construction jobs and 241 permanent jobs.

Introduced by:

Referral No. 5614

Hon. Nancy Low-Hogan, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Charles J. Falciglia, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Philip Soskin, Sponsor
Hon. Aron B. Wieder, Sponsor
Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 251 OF 2016
APPROVAL OF PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT BETWEEN
RAMLAND HOLDINGS LLC, TOWN OF ORANGETOWN, PEARL RIVER SCHOOL DISTRICT,
COUNTY OF ROCKLAND, AND THE COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT
AGENCY FOR PROPERTY LOCATED AT: 1 RAMLAND ROAD, ORANGEBURG,
TOWN OF ORANGETOWN, IN THE PEARL RIVER SCHOOL DISTRICT, TAX MAP
SECTION 73.20 BLOCK 1, LOT 24 AND AUTHORIZING ITS
EXECUTION BY THE COUNTY EXECUTIVE
[DEPARTMENT OF FINANCE -
OFFICE OF REAL PROPERTY TAX SERVICES]
[PILOT]**

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

WHEREAS, Ramland Holdings LLC has requested that the County of Rockland Industrial Development Agency finance the renovation of an existing building and the acquisition and installation of certain machinery and equipment related thereto, all to be used for a data co-location center, which Project is located at 1 Ramland Road, Orangeburg, Town of Orangetown, in the Pearl River School District being shown and designated on the Tax Map of the Town of Orangetown as Tax Map Section 73.20 Block 1, Lot 24; and

WHEREAS, Ramland Holdings LLC wishes to enter into an agreement with the County of Rockland, for payment of monies in lieu of taxes pursuant to General Municipal Law 925-I, commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the owner of record of the real property determined pursuant to the provisions of the Real Property Tax Law, and terminating on the tenth anniversary of the date of commencement, or earlier as provided in the agreement; and

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

WHEREAS, Ramland Holdings LLC will continue to pay the full amount of the County tax which they would have paid if the County of Rockland Industrial Development Agency was not involved in the Project; and

WHEREAS, The Town of Orangetown, the Pearl River School District and the Rockland County Industrial Development Agency have approved the agreement; and

WHEREAS, The Economic Development Committee of the Legislature has met, considered and approved this resolution by a vote of 6 Ayes and 1 Abstain; and

WHEREAS, The Budget and Finance Committees 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 Payment In Lieu Of Taxes (PILOT) agreement with Ramland Holdings LLC, the Town of Orangetown, the Pearl River School District, County of Rockland and County of Rockland Industrial Development Agency for payment of monies in lieu of taxes in the amount set forth in the attached agreement, and authorizes its execution by the County Executive, subject to the approval of the County Attorney, and only upon the agreement of all parties.

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of _____, 2016, by and between **RAMLAND HOLDINGS LLC**, a New Jersey limited liability company duly registered and authorized to transact business in the State of New York, with an office at 96 Freneau Avenue, Matawan, New Jersey 07747 ("Lessee"), the **TOWN OF ORANGETOWN**, (the "Town"), 26 Orangeburg Road, Orangeburg, New York 10962, the **PEARL RIVER SCHOOL DISTRICT**, 135 West Crooked Hill Road, Pearl River, New York 10965 (the "School District"), the **COUNTY OF ROCKLAND**, 11 New Hempstead Road, New City, New York 10956 (the "County") and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at Two Blue Hill Plaza, Pearl River, New York 10965 (the "Agency").

WITNESSETH

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

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

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with Lessee for a commercial "project" within the meaning of the Act (the "Project"); and

WHEREAS, the Project will consist of the Lessee's renovation of an existing building and the Lessee's acquisition and installation thereto of certain machinery, fixtures, furnishings and equipment related thereto, all to be used for a data co-location center, which Project is located at 1 Ramland Road, Orangeburg, Town of Orangetown, in the Pearl River School District, being shown and designated on the Tax Map of the Town of Orangetown as Section 73.20, Block 1, Lot 24 (the land and the building and site improvements, together constituting the "Project Realty") (said land being more fully described on Exhibit "A" attached); and

WHEREAS, to facilitate the Project, the Agency has entered into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy by which the Agency acquired a leasehold interest in and to the Project Realty ("Head Lease") and the Agency leased to Ramland Holdings LLC, as Lessee, the Agency's interest in the Project (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements owned by it; and

WHEREAS, pursuant to Section 925-1 of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, School District, and Lessee (collectively, the "Affected Taxing Jurisdictions") which sum shall be paid by Lessee to the Affected Taxing Jurisdictions ("PILOT Payments"); and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered into in connection with the transfer to the Agency of a leasehold interest in the Project Realty and the Agency entering into a "straight lease" transaction (the "Straight Lease Transaction") with Lessee.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency and Lessee with respect to the Project, Lessee, the County, Town, School District and the Agency hereby formally agree as follows:

1. Lessee hereby covenants and agrees to pay or have paid on its behalf, so long as the Agency is the lessee of the Project, PILOT Payments to the County, Town and School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created ("Special District Taxes"), as they now pay or would pay in accordance with the Real Property Tax Law.
2. The Project is to be assessed in the same manner as other similar properties in the Town, by the Town Assessor for the Town and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".
3. Lessee acknowledges, agrees and accepts the present assessed valuation of the Project Realty constituting part of the Project and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Project Realty, except as to the assessment adjustments to be made as of March 1, 2016 as hereinafter set forth in Paragraph 7 of this Agreement, so long as the assessed valuation does not change, using as a basis the 2015 assessed value of the Project Realty, as adjusted and modified by Paragraph 7 of

this Agreement, pursuant to the provisions of Article 19 of the Real Property Tax Law for each current parcel of the Project Realty as published in the assessment roll of the Town of Orangetown. For the purposes of this paragraph, a change in assessed valuation as a consequence of a Town or County-wide revaluation shall not be considered a change in the assessed valuation as long as the assessed valuation of the subject property does not increase relative to the total taxable assessment base in the Town of Orangetown. Any change in assessed valuation reflecting "additional construction", as provided for in Paragraph 18 of this Agreement, shall not be considered a "change in assessment" for the purposes of this Paragraph.

4. Lessee agrees to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, Town and School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, Town and School District shall notify or cause Lessee to receive notice from each thereof or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event Lessee shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Lessee until fully paid and Lessee agrees to pay the same to the Affected Taxing Jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

5. Notwithstanding any other provision of this Agreement, the Lessee acknowledges and agrees that the County is a party to this Agreement solely for notice and collection/payment purposes. Lessee agrees to pay the full amount of the County tax which Lessee would have paid if the Agency were not involved in the project. Lessee further agrees that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of paragraph 4 of this Agreement.

6. Lessee agrees to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the lessee of record of the Project Realty determined pursuant to the provisions of the Real Property Tax Law (the "PILOT Commencement Date") expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period".

7. (a) Commencing on the PILOT Commencement Date, Lessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty, using as a basis the assessed value of \$6,367,500.00 which shall remain at \$6,367,500.00 throughout the term of this PILOT Agreement for years one (1) through ten (10) of the Pilot Period.

(b) Lessee agrees that the amounts payable by them or on their behalf as PILOT Payments for each year of the PILOT Period, of ten (10) consecutive years from the PILOT Commencement Date to the PILOT Termination Date, shall be determined by

multiplying the tax rate for the then current tax levy by the assessed valuation of the Project Realty as reduced pursuant to the formulae set forth in Paragraph 7(a) above.

8. For the purposes of this Agreement, the applicable tax fiscal year for the State, County and Town Tax shall be the calendar year, January 1 through December 31, commencing January 1, 2016, and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2016. All PILOT payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town and School District.

9. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the tenth (10th) anniversary of the PILOT Commencement Date or (iii) the date the Agency no longer has a leasehold interest in the Project Realty.

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

(a) Failure of Lessee to make any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement; or

(b) Failure of Lessee to comply with the terms of the PILOT Escrow Agreement pursuant to Paragraph 21 of this Agreement; or

(c) An Event of Default under the Head Lease, Lease Agreement or any other agreement executed by Lessee in connection with the Straight Lease Transaction.

(d) In the event a default under subparagraphs (a) or (b) occurs, and the Agency or the Affected Taxing Jurisdictions elect to terminate this Agreement, the Agency shall simultaneously provide additional notice to the mortgagee of such event. Provided there exists no other Event of Default, the mortgagee shall thereafter have a thirty (30) day period in which to request, in writing, that the Agency not terminate this Agreement. In the event a mortgagee provides such written request to the Agency, then, subject to mortgagee's agreement and payment of, all past due amounts due pursuant to the PILOT Agreement and any Rental Payments due pursuant to the Lease Agreement and provided the mortgagee thereafter pays such additional PILOT and Rental Payments on or before the due date, the Agency and the Affected Taxing Jurisdictions shall not terminate this Agreement. In the event there occurs any other Event of Default or there subsequently occurs another, or different, Event of Default specified in the Lease Agreement, nothing shall prevent the Agency from terminating the Lease Agreement and this Agreement. However, in such event, the Agency shall provide ten (10) days prior written notice to the mortgagee of such event.

11. Prior to the PILOT Termination Date, the PILOT Escrow Agent (as hereinafter defined) shall notify the parties to this Agreement of the date upon which the PILOT Period is scheduled to terminate (the "PILOT Termination Notice"). The PILOT Escrow Agent, if

required, shall calculate and apply that portion of the PILOT Payments to each of the Affected Taxing Jurisdictions (State, County, Town and School District) and then shall apportion and adjust the PILOT Payments to be paid with respect to the balance of the tax fiscal year to each of the Affected Taxing Jurisdictions to an amount equal to the full real property and school taxes that Lessee would have been required to pay as the owner of the Project Realty. The PILOT Termination Notice shall set forth such calculations and apportionments. After the PILOT Termination Date and until such time as the Project Realty is recorded on the tax rolls of the Town as no longer being leased by the Agency, Lessee agrees to make PILOT Payments in such amounts and at such times as would be due if the Project Realty were privately owned by a for-profit entity with no Agency participation. If this Agreement is terminated prior to the tenth (10th) anniversary of the PILOT Commencement Date, Lessee shall receive a credit from the appropriate taxing authority toward the amount due in such year equal to that portion of the PILOT Payments allocable to the period of time following the PILOT Termination Date. Notwithstanding anything to the contrary contained in the foregoing, with respect to the last year of the PILOT Period, Lessee may prorate its PILOT Payments on the basis of the actual period the Agency is the lessee so that there shall exist no period of time for which Lessee is obligated to make PILOT Payments in addition to actual tax payments to which the Project Realty is subject under current law, at the time of reconveyance to the Lessee.

12. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the duties and obligations contained herein. The Agency hereby appoints the **Director of Finance, Town of Orangetown**, to act as the PILOT Escrow Agent. Lessee agrees to pay the PILOT Payments when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York or via the automatic clearing house ("ACH") or such other expedient automatic electronic deduction from the Lessee's bank account. The County, Town and School District consent to and agree that the Director of Finance, Town of Orangetown, shall act as their PILOT Escrow Agent pursuant to this Agreement, and shall allocate and pay to the School District, County, and Town their respective payments as and when received.

13. Lessee shall also make payments to the PILOT Escrow Agent in respect of Special District Taxes from the date the Agency acquires a leasehold interest in the Project Realty as required by the Affected Taxing Jurisdictions or Special District. Nothing contained herein shall exempt Lessee from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Project Realty or which may subsequently be imposed on the Project Realty in the future.

14. It is agreed that Lessee shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and judicially, any change in assessment or any other matter relating to the Project Realty as if the taxes were levied against Lessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3 and Paragraph 7. Lessee shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts they hereby obligate themselves to pay in lieu of taxes, including judicial appeal thereof, as if they were a property owner not exempt from taxation. The Agency shall join in any proceeding for

obtaining relief under this paragraph to the extent that the Agency's consent is required for Lessee to undertake such procedure provided, however, that Lessee shall continue to make PILOT Payments required hereunder.

15. The benefits and obligations of Lessee under this Agreement shall not be assigned without the written consent of the County, Town, School District and the Agency.

16. In the event any part of the Agency's interest in the Project Realty is transferred from the Agency to Lessee or another party, the provisions of New York State Real Property Tax Law §520 shall apply.

17. It is understood and agreed by the parties to this Agreement that the Agency, the County, Town and School District are entering into this Agreement in order to provide financial assistance to Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Lessee hereby agrees that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Lessee shall pay to the PILOT Escrow Agent as a return of public benefits conferred by the Agency as follows ("Recapture of Benefits"):

(a) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first four (4) years after the PILOT Commencement Date;

(b) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5th or 6th year after the PILOT Commencement Date;

(c) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 7th or 8th year after the PILOT Commencement Date;

(d) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9th year after the PILOT Commencement Date;

(e) zero percent (0%) of the Benefits if the Recapture Event occurs during the 10th year or thereafter after the PILOT Commencement Date.

The PILOT Escrow Agent shall then allocate and pay to the County, Town and School District their respective share of the Benefits when received.

The term "Benefits" shall mean, collectively all real estate tax benefits which have accrued to the benefit of the Lessee during such time as the Agency was the lessee of the Facility, such tax benefits to be computed by subtracting the PILOT payments paid under and pursuant to the terms of this PILOT Agreement and any other assessments or payments from those payments which the Lessee would have been required to pay if they had been the owner of the Project Realty with no Agency participation, together with a late fee of five (5%) percent of the amount not timely paid for each month or part thereof that any payment due hereunder is delinquent and interest at the rate of one percent (1%) per month on the amount calculated due hereunder from the PILOT Commencement Date of this Agreement to the date of Recapture of

Benefits are paid. Said payment to include the expenses, costs and disbursements and reasonable attorneys' fees necessary to collect the amounts due hereunder.

The term "Recapture Event" shall mean any of the following events:

- (a) Lessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its sole reasonable discretion;
- (b) Lessee shall have ceased all or substantially all of its operations at the Project Realty (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);
- (c) Lessee shall have transferred all or substantially all of its employees to a location outside of the County;
- (d) Lessee shall have effected a substantial change in the scope and the nature of the operations of Lessee at the Project Realty, as determined by the Agency in its sole discretion;
- (e) Lessee shall have subleased all or any portion of the Project Realty without the prior written consent of the Agency, except in connection with a sublease to any corporation or other entity which shall be an affiliate, subsidiary or parent of Lessee or in connection with any Approved Subleases in accordance with Section 9.2(f) of the Lease Agreement;
- (f) Lessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Project Realty, except in connection with a transfer or other disposition to any corporation or other entity into or with which Lessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee;
- (g) Lessee shall have defaulted under the terms of the Head Lease, Lease or Sublease Agreements or under any document executed by Lessee in connection with the Straight Lease Transaction beyond any applicable notice and cure period;
- (h) An Event of Default shall have occurred, subject to any notice provisions and right to cure; or
- (i) Lessee fails to make PILOT Payments as required, unless the mortgagee pays such amounts pursuant to Paragraph 10 (d) herein.

For purposes of subparagraphs (e) and (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Lessee. A successor of Lessee shall mean (i) a corporation or other entity into which or with which Lessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the

instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Lessee and assumes all the obligations and liabilities of Lessee under any promissory notes issued in connection with the Project and under the Lease.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Realty, or (ii) the inability at law of Lessee to rebuild, repair, restore or replace the Project Realty after the occurrence of a Loss Event (as that term is defined in the "Lease Agreement") to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Lessee or any affiliate.

Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Realty or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

In the event a Recapture of Benefits event shall occur, the Lessee shall pay to the Agency a sum equal to one percent (1%) of the Benefits recaptured as a result of the early termination of this Agreement.

The provisions of this Paragraph 17 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

18. Lessee specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by Lessee, or any third party upon the Project Realty shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District, Town and County, the additional construction on the Project Realty shall no longer be entitled to the Benefits provided in Paragraph 7 of this Agreement and Lessee shall thereafter make PILOT Payments for the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

19. The County, Town and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

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

21. (a) As security for the PILOT Payments or other payments required pursuant to this Agreement, Lessee shall obtain a direct pay letter of credit ("PILOT Letter of Credit") in an amount equal to the real estate taxes and school taxes which would be due and payable with respect to the first year of the PILOT Period if Lessee is the record owner of the Project.

PILOT Letter of Credit shall mean a letter of credit in favor of the PILOT Escrow Agent that (i) is issued by a bank authorized to do business in the State and whose long-term unsecured obligations are rated at least A- by Standard & Poor's Rating Services ("S&P") and A3 by Moody's Investors Service ("Moody's"), (ii) having at the time of delivery, a term of at least one year, (iii) authorizes the PILOT Escrow Agent to draw up to the full amount thereof upon receipt by the issuing bank (the "Issuing Bank") of a certification signed by the PILOT Escrow Agent that amounts payable by Lessee under this Agreement are past due, (iv) authorizes the PILOT Escrow Agent to draw up to the full amount thereof at any time during the fifteen-day period prior to the expiration thereof if the then-existing PILOT Letter of Credit has not been extended for a term of one year or replaced by a substitute PILOT Letter of Credit satisfactory to the PILOT Escrow Agent on or prior to such fifteen-day period and (v) authorizes the PILOT Escrow Agent to draw up to the full amount thereof if, within thirty (30) days following receipt by Lessee of notice from the PILOT Escrow Agent that the long-term unsecured obligations of the issuer of the PILOT Letter of Credit have fallen below A- by S&P or A3 by Moody's and Lessee shall not have delivered to the PILOT Escrow Agent a replacement PILOT Letter of Credit satisfactory to the PILOT Escrow Agent and the Agency.

The PILOT Escrow Agent's recourse against the PILOT Letter of Credit shall neither limit nor preclude the Agency, County, Town and School District from exercising any and all remedies available under this Agreement by reason of Lessee's failure to make any payments due under Paragraph 6 or as elsewhere required in this Agreement. The PILOT Letter of Credit shall be in a form and provide for terms reasonably and customarily provided in similar letters of credit and in a form satisfactory to the PILOT Escrow Agent and the Agency.

(b) In the event the Affected Taxing Jurisdictions consent, in writing, to waive the requirement for the PILOT Letter of Credit, and provided further that a letter is delivered from the holder of any mortgage that is a lien in the Project Realty ("Mortgagee"), confirming the Mortgagee is escrowing for and shall pay when due, the PILOT Payments, the Agency shall also waive such requirement. However, nothing herein shall prevent the Agency and the Affected Taxing Jurisdictions from requiring the delivery of the PILOT Letter of Credit in the event of a default in remitting any PILOT Payments due herein, after ten (10) days' notice in writing with right to cure.

22. (a) Lessee shall at all times protect and hold the Agency, the County, Town and School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, County, Town and School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage, injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Lessee, or performance by the Indemnified Party or Lessee of any of its duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Lessee agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

23. This Agreement may not be modified, amended, supplanted or changed without the written consent of Lessee, the County, Town, School District and the Agency.

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

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

- (a) if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, Two Blue Hill Plaza, Pearl River, New York 10965 with a copy to the Executive Director of the Agency at the same address, and to Montalbano, Condon & Frank, P.C., 67 North Main Street, New City, New York 10956, Attn.: Brian J. Quinn, Esq., Fax: (845)634-8993.
- (b) if to Lessee, to Ramland Holdings LLC, 96 Freneau Avenue, Matawan, New Jersey 07747; Attention: Patrick Hynes; Fax: 732-441-7020; with a copy to Donald Brenner, Esq., 4 Independence Avenue, Tappan, New York 10983, Fax: 845-359-8070; and with a further copy to Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 666 Third Avenue, New York, New York 10017, Attention: Stephen J. Gulotta, Jr., Esq..
- (d) if to School District, to Pearl River School District, 135 West Crooked Hill Road, Pearl River, New York 10965, Attention: Superintendent; Fax: (845)620-3927.
- (e) if to Town, to Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, Attention: Supervisor; Fax: (845)359-5126.
- (f) if to County, to County Office Building, 11 New Hempstead Road, New City, New York 10956, Attention: County Executive; Fax: (845)638-5856.
- (g) if to PILOT Escrow Agent, to Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962, Attention: Director of Finance; Fax: (845)359-2623.

The Agency, County, Town, School District, Lessee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may

expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

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

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

[REMINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
LEGAL DESCRIPTION

Exhibit A

County of Rockland Industrial Development Agency

Project: *Ramland Holdings/1547 Realty Datacenter*

Address: *One Ramland Road, Orangeburg, NY*

Summary:

The project involves the development of a new data center at a (previously vacant) 232,000 square foot facility located at One Ramland Road. Projected investment by the owner/operator/developer when complete is \$768,000,000; primarily for infrastructure and equipment related to the operation of a world-class datacenter.

The company has requested a PILOT which will freeze the current assessed value for a period of 10 years (See PILOT agreement for details). The company is not seeking any abatement of its current tax obligation, but rather simply the benefit of predictability by fixing the current assessment for the PILOT period.

The ongoing development of this multi-tenanted datacenter secures predictability of property tax revenues for the Pearl River School District, Town of Orangetown and County of Rockland for years to come. In addition to property taxes, the project has already employed many hundreds of workers in the renovation of the facility and installation of state-of-the-art electronic and infrastructure equipment related to the industry. Prior this project, the facility had been vacant... posing a risk of declining tax revenues as well as the absence of other benefits generated by an operating commercial enterprise.

This project, and PILOT approval, helps promote and further secure the development of this industrial park area as a growing and vibrant datacenter hub.

Introduced by:

Referral No. 1403

Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Patrick J. Moroney, 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. Aron B. Wieder, Sponsor
Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 252 OF 2016
APPROVING RULES AND REGULATIONS ADOPTED BY THE
HOME IMPROVEMENT LICENSING BOARD TO IMPLEMENT
LOCAL LAW NO. 1 OF 2016 (AMENDING LOCAL LAW NO. 8 OF 1984
AS AMENDED BY LOCAL LAW NO. 10 OF 1990, LOCAL LAW NO. 4 OF 1993,
LOCAL LAW NO. 3 OF 1996, LOCAL LAW NO. 22 OF 1996, LOCAL LAW NO. 5 OF 2005,
LOCAL LAW NO. 9 OF 2007, LOCAL LAW NO. 3 OF 2009, AND LOCAL LAW NO. 6 OF 2010),
[CHAPTER 286 OF THE LAWS OF ROCKLAND COUNTY]
RELATING TO THE LICENSING OF HOME IMPROVEMENT CONTRACTORS
IN ROCKLAND COUNTY
(DEPARTMENT OF WEIGHTS AND MEASURES)
[HOME IMPROVEMENT LICENSING BOARD]**

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

WHEREAS, On September 3, 2015, the Home Improvement Licensing Board, pursuant to Chapter 286 of the Laws of Rockland County, adopted, after a public hearing by the Board and subject to the approval of the Legislature of Rockland County, "Rules and Regulations Relating to the Licensing of Home Improvement Contractors in Rockland County" (a copy of which rules and regulations is attached); and

WHEREAS, It is the intent and purpose of the Legislature of Rockland County that, pursuant to Chapter 286 of the Laws of Rockland County, those "Rules and Regulations Relating to the Licensing of Home Improvement Contractors in Rockland County" be approved and be duly filed with the Clerk to the Legislature of Rockland County, and that they take effect immediately; and

WHEREAS, The Planning & 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 does hereby approve, pursuant to Chapter 286 of the Laws of Rockland County, those "Rules and Regulations Relating to the Licensing of Home Improvement Contractors in Rockland County" (a copy of which rules and regulations is attached), adopted on September 3, 2015, after a public hearing, by the Home Improvement Licensing Board; and be it further

RESOLVED, That those "Rules and Regulations Relating to the Licensing of Home Improvement Contractors in Rockland County" be duly filed with the Clerk to the Legislature of Rockland County, and that they take effect immediately.

**Rules and Regulations
Relating to the
Licensing of Home Improvement Contractors
In Rockland County**

[Last amended 9-2-2008 by Res. No. 431-2008]

- 1) There shall be established categories of licenses according to the attached schedule ("Appendix A").
- 2) In order to be licensed for a specific category, an applicant must furnish proof of the requisite minimum experience and/or education for that category.
- 3) An applicant must furnish proof of the minimum liability insurance required for the category applied for.
- 4) Work performed by a licensed contractor must be within the scope of the category for which he is licensed.
- 5) An applicant may apply for up to three categories of license with one application, provided however that he meets the most stringent minimum experience and/or education requirements of the three and provides proof that he carries the greatest amount of liability insurance specified of the three.
- 6) All persons who, at the time of the enactment of these rules and regulations, hold a valid license under Chapter 286 of the Laws of Rockland County will be licensed for that category of license which they previously declared on their license application and for which they submitted a record of experience and/or education.
- 7) All persons licensed as per Rule#6 above, who wish to apply for additional categories of license or a different category of license, must furnish proof of the requisite minimum experience and/or education for that category applied for, as well as the minimum liability insurance required for the category applied for.
- 8) Fees:

a) Application for a two one year license -	\$ 650.00 <u>\$ 325.00</u>
b) Renewal for a two one year home improvement license	\$ 450.00 <u>\$ 225.00</u>
c) Late fee -- for renewals not received by the 16 th of the month in which they are due (also applies to renewal of a shelved license)	\$ 50.00
d) Late fee for renewals received between thirty and sixty days past their expiration date (also applies to renewal of a shelved license)	\$ 100.00
e) Late fee for renewals received between sixty and ninety days past their expiration date (also applies to renewal of a shelved license)	\$ 150.00
f) License Sticker Decal-	\$ 10.00
g) Duplicate License	\$ 10.00
h) Supplementary License	\$ 10.00
i) Transfer of License from Business to Corporation	\$ 25.00
j) Transfer of License from Corporate Applicant to Corporate Applicant for same corporate entity	\$ 100.00
k) Application to shelve a license	\$ 60.00
l) Renewal of a shelved license	\$ 60.00
- 9) **Note:** All fees are non-refundable.
- 10) **Note:** Payment of all fees will be by check or Money Order.
- 11) **Note:** See Appendix A for minimum qualifications for licensing under the various classifications under this title.

- 12) **Note:** Two reference letters, on business letterhead, are required to accompany all applications. They shall be from former employers, architects, engineers, inspectors or certified contractor in the trade. These letters must contain the following information: length of time applicant known, relationship to applicant, exact dates employed, employment capacity, duties and business or profession of reference. Such letter shall also indicate what municipal or state licenses you hold, your name, address, telephone and any other additional information you wish to supply. Letters are accepted from customers provided that verifiable contact information is provided (name/address/phone number/signature) and that they state the time frame of the job; type of work performed by applicant and quality of the work.
- 13) **License issuance:**
- a) A CORPORATION must submit a copy of the filing receipt showing the filing of the corporation with the State of New York, Secretary of State. A certificate of good standing issued by the State of New York, Secretary of State within thirty (30) days of submission will also be accepted.
 - b) A FOREIGN CORPORATION must submit a copy of the filing receipt from the State of New York Secretary of State granting the corporation the authority to do business in New York State. A certificate of good standing issued by the State of New York, Secretary of State within thirty (30) days of submission will also be accepted.
 - c) A DOMESTIC OR FOREIGN CORPORATION with an ASSUMED NAME must submit a copy of the filing receipt from the State of New York Secretary of State granting use of the assumed name in the county of Rockland. A certified copy of the assumed name filing issued by the State of New York, Secretary of State within thirty (30) days of submission will also be accepted.
 - d) A PARTNERSHIP, conducting business under a trade name, must submit a copy of a fully executed partnership agreement and a certified copy of the partnership certificate on file in the Rockland County Clerk's Office. All information except partnership name, address, partners percentage of ownership, and signature page shall be redacted.
 - e) AN INDIVIDUAL operating under a trade name must submit a certified copy of the business certificate on file in the Rockland County Clerk's Office.
- 14) **Insurance:**
- a) Valid certificate of liability insurance in the amount set according to the license classification table in Appendix A naming the County of Rockland Office of Consumer Protection as certificate holder for licensing purposes must be submitted at time of issuance of license and renewal.
 - b) In addition, "Proof of Completed Operations" Insurance must be submitted at the time of issuance of and renewal.
 - c) In the event that a Home Improvement Contractor has no employees and/or does not hire subcontractors, and/or is an out-of-state contractor additional forms as prescribed by the New York State Workers' Compensation Board will be submitted before license is issued and license is renewed.

- d) The Home Improvement Contractor is responsible for submitting updated certificates of insurance within ten (10) days from the expiration date noted on the certificate previously submitted and on file.
- 15) Attendance by Board Members:
- a) Members of the board shall be required to attend sixty percent (60%) of all regular meetings scheduled by the board in the calendar year, and failure to do so may result in the board submitting a letter to the county executive recommending this member be removed for failure to attend regularly scheduled board meetings.
- 16) License decal stickers and Truck Lettering and/or Job Site Signs:
- a) Application for license sticker decal issued by the county of Rockland shall be accompanied by motor vehicle registration for all vehicles used in the course of business.
 - b) License decal stickers shall be affixed to the rear of the vehicle.
 - c) All vehicles operated and used in the course of business shall be properly lettered, including company name and license number.
 - d) Lettering shall be applied on both sides and rear of the vehicle.
 - e) All lettering shall be minimum three inches in height.
 - f) Magnetic signs are permissible.
 - g) Job site sign shall be a minimum of twenty inches by thirty inches.
 - h) ~~No license decal sticker shall be issued in connection with a shelved license.~~
- 17) Change of Address:
- a) Licensee shall notify the Board within thirty (30) days of any change of address.
- 18) Change of Business Name or Control in Ownership:
- a) Licensee shall apply to Board if there is to be a change in the business name or control in ownership.
- ~~19) Surrendering license:~~
- a) ~~Licensee may apply for inactive status for no more than a six month period. Licensee must submit a signed statement indicating desire to surrender license, the period that applying for, and return the license issued by Rockland County.~~
- 20) 19. Written Examination
- a) Upon determination that a license application is complete, the applicant will be scheduled to sit for a written examination based on Chapter 286 of the Laws of Rockland County.
 - b) Applicant must complete application within 90 days from date of filing for first examination date to be scheduled.
 - c) Said written examination shall be held at a time and place determined by the Board and written notification shall be sent to the applicant to their business address on record.
 - d) If the Board determines that an unreasonable and unavoidable delay prevents the scheduling of the examination, a temporary license may be granted until such time as the test can be administered and the results determined.
 - e) If the applicant does not appear for the written examination as scheduled and has not previously requested an alternate test date, such failure to appear or "no-show" will be counted as a failed examination and the applicant will be subject to 286-6(C) before rescheduling for another examination date.

- f) The passing grade for the examination shall be 75%.
- g) Three consecutive failing grades shall result in the automatic rejection of the license application. The applicant must wait a period of six months before submission of a new application.

Appendix A
 HOME IMPROVEMENT LICENSE CLASSIFICATIONS
 WORK EXPERIENCE AND/OR EDUCATION FORM

CODE	LICENSE CLASSIFICATION	WORK COVERED	EDUCATION AND/OR EXPERIENCE	MINIMUM LIABILITY INS.
01	ATTIC FANS AND VENTILATION	Attic Fans, Mushroom Fans, Bathroom Fans, Kitchen Fans, Spa Fans, Garage Fans and Ventilation	3 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
02	ANTENNA, PHONE SYSTEMS, HOME THEATER SYSTEMS & LOW VOLTAGE LIGHTING	Radio Antennas, TV Antennas, Lightning Rods, Satellite Dishes, Phone Systems, Home Theater Systems & Low Voltage Lighting, CADS wiring and other telecommunications wiring	3 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
03	CABINETS	Cabinet Makers, Installers, Cabinet Refinishers, Formica Installers and Formica Countertops	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
04	CLOSET SYSTEMS	All types - installation and repair	1 yr. Experience or Graduation from a Technical School	\$500,000
A5	CARPENTERS - ROUGH	General - Framing, Window and Siding, Trimming, Sheetrocking, Porches, Playrooms, Decks, Screened Enclosures, Storm Doors, Windows and Replacements, Insulating Contractors, Garage Door Openers, Boardwalks	5 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
B5	CARPENTERS - FINISH	Trim, Cabinets, Furniture, Closets, Hardwood Floors, Stair Rails, Penciling	5 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
A6	CONTRACTORS - GENERAL	Covers all phases of Home Improvement and Employs Subcontractors - Contracts under \$100,000	7 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$1,000,000
B6	CONTRACTORS - GENERAL	Covers all phases of Home Improvement and Employs Subcontractors - Contracts unlimited	7 yrs. Experience or Graduation from a Technical School plus 5 yrs. Experience	\$500,000
07	DOORS, WINDOWS, AWNINGS	Replacement Doors and Windows, Awnings, Decorative Grillwork	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
08	DRY WALL CONTRACTORS	Drywall, Plasterers, Spackling, Drywall Finishes	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
09	MIRROR AND GLASS CONTRACTORS	Glass and Mirror - Permanent Installation, Shower Enclosures	2 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
10	EXCAVATING CONTRACTORS	Drainage, Foundations, Sewer Lines, Stump Removal, Grading, Septic Systems, Gabion Baskets, Boulder Walls	3 yrs. Experience or Graduation from a Technical School plus 2 yr. Experience	\$500,000
11	RETAINING WALLS STRUCTURAL	Above 18" high, made of stone, railroad ties, concrete or other materials, terraces, including drainage	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
12	FENCES	Decorative grillwork, Railings, Wood, Vinyl and Security Fences	2 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
13	LAWN SPRINKLERS	Automatic Watering Equipment	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
14	FLOOR COVERING INSTALLERS	Hardwood Floors, Ceramic Tile Installers, Linoleum, Wall-to-wall carpeting, Mineral Fiber Tile, Epoxy Floors	4 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
15	TREE SERVICES	Removing, Pruning, Trimming, Planting, Stump Grinding, Cabling, Spraying, Fertilizing, Brush Chipping and Removal	4 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
16	INSULATING CONTRACTORS	All types of insulation	1 yr. Experience or Graduation from a Technical School	\$500,000
17	LAWN MAINTENANCE	Lawn cutting, clean ups & seeding only. Not applicable to full-time students using non-commercial equipment.	1 yr. Experience or Graduation from a Technical School	\$500,000

Appendix A
HOME IMPROVEMENT LICENSE CLASSIFICATIONS
WORK EXPERIENCE AND/OR EDUCATION FORM

18	LANDSCAPING	Planting, Brush removal, gardening, mulching, fertilizing, decorative ponds, waterfalls, construction and repair of cascades and pots, pruning, trimming, powerwashing & lawn maintenance; wood and vinyl fencing; automatic watering equipment; excavation no more than four (4) feet in depth	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
19	LOCKSMITHS	Locks, Security gates, Home Safes, Security Screens	4 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
20	MASON CONTRACTORS	Concrete, Block Decorative Stone, Footings, Fireplaces, Brick, Ceramic Tile Retaining Walls, Patios, Basements and Foundation Marble, Contractors and Free Standing Fireplaces	5 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
21	LEADERS AND GUTTERS	All types of leaders and gutters	1 yr. Experience or Graduation from a Technical School	\$500,000
22	PAVEMENT CONTRACTORS	Asphalt, Concrete, Macadam, Pavers and Sealers, Belgian Blocks	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
23	ROOFERS AND SIDERS	Asphalt Shingles, Tile, Tin, Aluminum and Copper, Wood, Plastic Roofing, Slate, Skylights, Build up roofs, Vinyl, Mineral Fiber, Wood Siding, Leaders and Gutters, Wrapping, Fascia and Soffits	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
24	POWERWASHING AND SANDBLASTING	All surfaces	2 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
25	PERMANENTLY INSTALLED ABOVEGROUND POOLS AND REPAIRS SWIMMING POOL INSTALLATION CONTRACTOR	Filteration Systems, including wood or aluminum decking surrounding pool (ground and permanently installed aboveground spas; hot tubs and water features greater than 24 inches deep, includes service barriers, drainage, decks, retaining walls, and filter systems in conjunction with swimming pool	15 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience or 4 years experience and successful completion of the APSP Certified Maintenance Specialist (CMS) (or higher) equivalent certification or training as determined by the Director or 2 years experience and the successful completion of the APSP certification or training as determined by the Director. In addition, proof of current applicable APSP certification is required at time of license renewal	\$500,000
26	INGROUND SWIMMING POOL CONTRACTORS AND REPAIRS SWIMMING POOL SERVICE CONTRACTOR	Above ground and inground swimming pools, spas, whirlpools, water falls, ponds greater than 12 inches, retaining walls, drainage, concrete and wood decks in conjunction with swimming pools; installation of filtration systems; Service, repair and/or maintenance of inground; aboveground pools; spas; hot tubs and water features including filter systems, water chemistry application, safety and mechanical components	15 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience or 2 years experience and the successful completion of the APSP Certified Maintenance Specialist (CMS) (or higher) or equivalent certification or training as determined by the Director. In addition, proof of current applicable APSP certification is required at time of license renewal	\$500,000
27	VACUUM CLEANER SYSTEMS	Central vacuum systems	2 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
28	WATERPROOFING CONTRACTORS	Foundation waterproofing, drainage, french drains, tile etc.	3 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
29	WATER SOFTENERS AND CONDITIONS	Installation of any water purification system that ties into sanitary drinking and/or drainage system	2 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
30	WELL DRILLERS	Installation and repair of wells and well systems	5 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000

Appendix A
HOME IMPROVEMENT LICENSE CLASSIFICATIONS
WORK EXPERIENCE AND/OR EDUCATION FORM

31	PAINTERS, WALLCOVERING & POWERWASHING	Indoor and Outdoor painting and staining. All types of Wall covering installation, Wall preparation and powerwashing	School plus 3 yrs. Experience 3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
32	RESURFACERS	Resurface permanently installed appliance fixtures, spas countertops and stone surfaces	2 yrs. Experience or Graduation from a Technical School plus 1 yr. Experience	\$500,000
33	WOOD STOVES AND FREE STANDING FIREPLACES	Installation and repair	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
34	WINDOW TREATMENTS	Custom installations of various treatments including blinds, shades, cornices, etc.	1 yr. Experience or Graduation from a Technical School	\$500,000
35	DECKS, GAZEBOS & BARN	All types of Decks, Cabanas, Gazebos, Playsets and Swings	4 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
36	COUNTERTOPS	All materials for countertops	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
37	SEALERS	Sealing of driveways only	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
38	SIDING CONTRACTORS	Vinyl, Mineral Fiber, Wood Siding, Leaders and Gutters, Wrapping, Fascia and Soffits	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
39	DEMOLITION	Tearing down, gutting, destruction or any other method of removal of all or any part of a residential structure	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
40	SOLAR PANEL INSTALLER	Installation of solar panel excluding any electrical or plumbing work	5/3 yrs. Experience or Graduation from a Technical School plus 3 yrs. Experience	\$500,000
41	AIR DUCT CLEANING	Cleaning of air ducts	3 yrs. Experience or Graduation from a Technical School plus 2 yrs. Experience	\$500,000
42	NOT OTHERWISE CLASSIFIED (NOC)	As determined by the Director	As determined by the Director	\$500,000

All determination as to qualifying experience or education is at discretion of the Board.

DEFINITIONS

School – an accredited technical school or college related to field applied for or which is determined by Board, after review, to be appropriate
Experience – paid work experience in a company which primarily deals in a field for which license is applied.

Introduced by:

Referral No. 7529

Hon. Ilan S. Schoenberger, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Michael M. Grant, Sponsor
 Hon. Patrick J. Moroney, 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. Aron B. Wieder, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 253 OF 2016
 APPROVING AND EXERCISING THE THIRD OPTION OF A CONTRACT IN
 EXCESS OF \$100,000 WITH REPEATER NETWORK
 FOR WIDE-AREA UHF DIGITAL TRUNKING SERVICE
 FOR VARIOUS COUNTY DEPARTMENTS
 IN THE ADDITIONAL AMOUNT OF \$50,000
 FOR THE PERIOD FROM APRIL 11, 2016 THROUGH APRIL 10, 2017
 FOR A TOTAL CONTRACT SUM NOT TO EXCEED \$180,000
 FROM THE COMMENCEMENT DATE OF APRIL 11, 2012 THROUGH APRIL 10, 2017
 WITH ALL PURCHASES TO BE MADE BY FORMAL PURCHASE ORDER
 UNDER RFB-RC-2012-021
 [DEPARTMENT OF GENERAL SERVICES – DIVISION OF PURCHASING]
 (\$180,000)**

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

WHEREAS, The Director of Purchasing advertised for bids for Wide-Area UHF Digital Trunking Service for various Departments under RFB-RC-2012-021, for a two (2) year period with three (3) additional one (1) year options to renew; and

WHEREAS, Over one-hundred (100) vendors were notified of the RFB and one (1) vendor furnished a response; and

WHEREAS, The Director of Purchasing determined that Repeater Network, 58 North Harrison Avenue, Congers, New York 10920 was the lowest responsive, responsible bidder; and

WHEREAS, The County entered into an agreement in excess of \$100,000 with Repeater Network, 58 North Harrison Avenue, Congers, New York 10920, for Wide-Area UHF Digital Trunking under RFB-RC-2012-021 with all purchases being made by formal purchase order, for the period from April 11, 2012 through April 10, 2014, with three (3) additional one (1) year options to renew; and

WHEREAS, The Director of Purchasing exercised the first option term with Repeater Network, 58 North Harrison Avenue, Congers, New York 10920, for Wide-Area UHF Digital Trunking under RFB-RC-2012-021 with all purchases being made by formal purchase order, for the period from April 11, 2014 through April 10, 2015, with two (2) additional one (1) year options to renew; and

WHEREAS, By Resolution No. 150 of 2015 the Legislature of Rockland County approved exercising the second option to extend the contract with Repeater Network, 58 North Harrison Avenue, Congers, New York 10920, for Wide-Area UHF Digital Trunking under RFB-RC-2012-021, for the period from April 11, 2015 through April 10, 2016, with one (1) additional one (1) year option to renew, and increased the contract to an amount not to exceed \$130,000 from the commencement date April 11, 2012 through April 10, 2016, with all purchases being made by formal purchase order; and

WHEREAS, The total cost for purchases made from April 11, 2012 through April 10, 2016 has not exceeded \$128,621; and

WHEREAS, The Director of Purchasing is recommending that the County Executive and the Legislature of Rockland County approve exercising the third option to extend the contract with Repeater Network, 58 North Harrison Avenue, Congers, New York 10920 for Wide-Area UHF Digital Trunking Service for various Departments under RFB-2012-021, and increase the contract in the amount of \$50,000 for the period from April 11, 2016 through April 10, 2017 for a total contract sum not to exceed \$180,000 from the commencement date April 11, 2012 through April 10, 2017; and

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

WHEREAS, Sufficient funding for these purchases is provided for in the 2016 Adopted Budget and are contingent upon 2017 Budget appropriations; and

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

WHEREAS, The Planning & 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 purchases in excess of \$100,000, exercising the third option to extend the contract with Repeater Network, 58 North Harrison Avenue, Congers, New York 10920 for Wide-Area UHF Digital Trunking Service for various Departments under RFB-2012-021, and increase the contract in the amount of \$50,000 for the period from April 11, 2016 through April 10, 2017 for a total contract sum not to exceed \$180,000 from the commencement date April 11, 2012 through April 10, 2017; and be it further

RESOLVED, That all purchases will be made by formal purchase order subject to the approval of the Director of Purchasing; and be it further

RESOLVED, That sufficient funds for these purchases are provided for in the 2016 Adopted Budget and are contingent upon 2017 Budget appropriations.

Introduced by:

Referral No. 8293

Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Patrick J. Moroney, 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. Aron B. Wieder, Sponsor
Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 254 OF 2016
APPROVING A FEDERAL AID LOCAL PROJECT AGREEMENT
IN THE AMOUNT OF \$800,000 (NCTD)
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND THE COUNTY OF ROCKLAND'S
TRAVEL DEMAND MANAGEMENT (TDM) PROGRAM
FOR THE PERIOD FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016
AND AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE ALL NECESSARY DOCUMENTS
[DEPARTMENT OF PUBLIC TRANSPORTATION]
(\$800,000)**

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

WHEREAS, The Acting Commissioner of Public Transportation has advised the County Executive and the Legislature of Rockland County that he desires to enter into a Federal Aid Local Project Agreement with the New York State Department of Transportation in the amount of \$800,000 for the period from October 1, 2015 through September 30, 2016 in order for the County to be reimbursed for \$640,000 of work performed in connection with the County of Rockland's Travel Demand Management (TDM) Program (with a local share of \$160,000 which involves the expenditure of no county tax dollars); and

WHEREAS, Funding for the contract is provided through the Federal Congestion Mitigation and Air Quality Program (CMAQ) and administered by New York State Department of Transportation; and

WHEREAS, No funding clause is required since the agreement amount was already appropriated in the 2015 and 2016 Adopted Budgets of the Department of Public Transportation for said period; 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 & 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 Federal Aid Local Project Agreement with the New York State Department of Transportation in the amount of \$800,000 in order for the County to be reimbursed for \$640,000 of work performed in connection with Rockland's Travel Demand Management (TDM) Program (with a local share of \$160,000 which involves the expenditure of no county tax dollars) for the period from October 1, 2015 through September 30, 2016, and authorizes the County Executive to execute all necessary documents, subject to the approval of the County Attorney; and be it further

RESOLVED, That no funding clause is required since the agreement amount was already appropriated in the 2015 and 2016 Adopted Budgets of the Department of Public Transportation for said period.

Introduced by:

Referral No. 9323

Hon. Ilan S. Schoenberger, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Michael M. Grant, Sponsor
 Hon. Patrick J. Moroney, 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. Aron B. Wieder, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 255 OF 2016
 APPROVING AN AGREEMENT IN EXCESS OF \$100,000
 WITH ORACLE USA, INC. TO PROVIDE FOUR (4) ADDITIONAL LICENSES FOR
 THE PEOPLESOFT UPGRADE (PS 9.2) FOR INTEGRATED FINANCIAL
 AND HUMAN RESOURCES SYSTEM AND TO PROVIDE FIRST YEAR SUPPORT
 UNDER NYS OGS CONTRACT NO. PT64000
 IN AN AMOUNT NOT TO EXCEED \$185,318 FOR A ONE YEAR TERM FROM
 THE DATE OF THE FINAL CONTRACT AND AUTHORIZING ITS EXECUTION
 BY THE COUNTY EXECUTIVE UNDER CAPITAL PROJECT NO. 2096
 [DEPARTMENT OF GENERAL SERVICES – FACILITIES MANAGEMENT]
 (\$185,318)**

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

WHEREAS, The Director of Facilities Management is requesting that the County enter into a professional service agreement with Oracle USA, Inc. to provide four (4) additional computer software licenses for the Peoplesoft Upgrade (PS 9.2) and also for first year support under NYS OGS Contract No. PT64000; and

WHEREAS, The Peoplesoft Upgrade will provide for data encryption and security of the County's database files residing in the Oracle database; and

WHEREAS, The Director of the Department of General Services–Facilities Management requests that the County Executive and the Legislature of Rockland County approve an agreement in excess of \$100,000 with Oracle USA, Inc., 1910 Oracle Way, Reston, Virginia 20190 to provide an upgrade to the Peoplesoft Integrated Financial and Human Resources System and four (4) additional computer software licenses along with first year support under NYS OGS Contract No. PT64000, in an amount not to exceed \$185,318 for a one year term from the date of the final contract; 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, Sufficient funding for this agreement is provided for in the 2016 Capital Budget, Capital Project No. 2096; and

WHEREAS, The Planning & 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 agreement in excess of \$100,000 with Oracle USA, Inc., 1910 Oracle Way, Reston, Virginia 20190 to provide an upgrade to the Peoplesoft Integrated Financial and Human Resources System and four (4) additional computer software licenses along with first year support under NYS OGS Contract No. PT64000, in an amount not to exceed \$185,318 for a one year term from the date of the final contract and authorizes the execution of the agreement by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for this agreement is provided for in the 2016 Capital Budget, Capital Project No. 2096.

Introduced by:

Referral No. 0107

Hon. Ilan S. Schoenberger, Sponsor
 Hon. Patrick J. Moroney, 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. Aron B. Wieder, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 256 OF 2016
 APPROVING ACCEPTANCE OF BID FROM THE LOWEST RESPONSIBLE BIDDER
 AND AWARD OF CONTRACT IN EXCESS OF \$100,000 TO HAUSER BROS. INC.
 FOR THE FIRE TRAINING CENTER ADMINISTRATION
 BUILDING BOILER AND HEATING EQUIPMENT
 REPLACEMENT UNDER RFB-RC-2016-019 IN AN AMOUNT NOT TO
 EXCEED \$109,450 UNDER CAPITAL PROJECT 1865
 AND AUTHORIZING EXECUTION OF ALL
 NECESSARY DOCUMENTS BY THE COUNTY EXECUTIVE
 [DEPARTMENT OF GENERAL SERVICES - FACILITIES MANAGEMENT]
 (\$109,450)**

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

WHEREAS, The Director of Purchasing advertised for bids for the replacement of boilers and associated heating equipment at the Fire Training Center under RFB-RC-2016-019, under Capital Project No. 1865; and

WHEREAS, On March 31, 2016, three (3) bids were received and publicly opened by the Purchasing Division; and

WHEREAS, The bids received were from Hauser Bros. Inc. (\$109,450), Joe Lombardo Plumbing and Heating of Rockland, Inc. (\$144,888), and Pearl River Plumbing and Heating d/b/a Bertussi's (\$168,168); and

WHEREAS, All bids were reviewed and evaluated by the Capital Projects staff; and

WHEREAS, Hauser Bros. Inc., 17 Old Schoolhouse Lane, Orangeburg, New York 10962, submitted the lowest bid and was deemed responsible; and

WHEREAS, The bid from Hauser Bros. Inc., 17 Old Schoolhouse Lane, Orangeburg, New York 10962, has been accepted by the County Executive; 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 Director of Facilities Management recommends that the County Legislature approve a contract with Hauser Bros. Inc., 17 Old Schoolhouse Lane, Orangeburg, New York 10962, who submitted a base bid in the amount of \$109,450 for the replacement of boilers and associated hearing equipment at the Fire Training Center under RFB-RC-2016-019, under Capital Project No. 1865; and

WHEREAS, Sufficient funding for this contract is available in the 2016 Capital Budget, Capital Project No. 1865; and

WHEREAS, The Planning and Public Works Committee of the Legislature has met, considered and approved this resolution by a vote of 4 Ayes, 2 Nays and 1 Absent; and

WHEREAS, The Budget and Finance Committee of the Legislature has met, considered and approved this resolution by a vote of 6 Ayes, 3 Nays and 1 Absent; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves the contract of the lowest responsible bidder, Hauser Bros. Inc., 17 Old Schoolhouse Lane, Orangeburg, New York 10962, who submitted a base bid in the amount of \$109,450 for the replacement of boilers and associated hearing equipment at the Fire Training Center under RFB-RC-2016-019 under Capital Project No. 1865, and authorizes the execution of all necessary documents by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for this contract is available in the 2016 Capital Budget, Capital Project No. 1865.

Introduced by:

Referral No. 7300

- Hon. Ilan S. Schoenberger, Sponsor
- Hon. Alden H. Wolfe, Sponsor
- Hon. Michael M. Grant, Sponsor
- Hon. Patrick J. Moroney, 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. Aron B. Wieder, Sponsor
- Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 257 OF 2016
 APPROVING ACCEPTANCE OF BID FROM THE LOWEST
 RESPONSIBLE BIDDER AND AWARD
 OF CONTRACT IN EXCESS OF \$100,000 TO
 JOE LOMBARDO PLUMBING & HEATING OF ROCKLAND, INC.
 FOR THE EUGENE J. GROGAN CORRECTIONAL CENTER
 HOT WATER HEATING SYSTEM REPLACEMENT
 UNDER RFB-RC-2016-1476-001 IN AN AMOUNT NOT TO
 EXCEED \$255,500 UNDER CAPITAL PROJECT 1476
 AND AUTHORIZING EXECUTION OF ALL
 NECESSARY DOCUMENTS BY THE COUNTY EXECUTIVE
 [DEPARTMENT OF GENERAL SERVICES – FACILITIES MANAGEMENT]
 (\$255,500)**

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

WHEREAS, A public bid was advertised for replacement of hot water heaters/boiler replacement at the Eugene J. Grogan Correctional Center under RFB-RC-2016-1476-001, under Capital Project No. 1476 and two (2) bids were received and publicly opened by the Clerk to the Legislature on April 7, 2016; and

WHEREAS, The bids received were from Joe Lombardo Plumbing & Heating of Rockland, Inc. (\$225,500) and Hauser Bros. (\$429,873); and

WHEREAS, All bids were reviewed and evaluated by the Capital Projects staff; and

WHEREAS, Joe Lombardo Plumbing & Heating of Rockland, Inc., 321 Spook Rock Road, A 109, Suffern, New York 10901, submitted the lowest bid and was deemed responsible; and

WHEREAS, The bid from Joe Lombardo Plumbing & Heating of Rockland, Inc., 321 Spook Rock Road, A 109, Suffern, New York 10901, has been accepted by the County Executive; 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 Director of Facilities Management recommends that the County Legislature approve a contract with Joe Lombardo Plumbing & Heating of Rockland, Inc., 321 Spook Rock Road, A 109, Suffern, New York 10901, who submitted a base bid in the amount of \$255,500 for replacement of hot water heaters/boiler replacement at the Eugene J. Grogan Correctional Center under RFB-RC-2016-1476-001, under Capital Project No. 1476; and

WHEREAS, Sufficient funding for this contract is available in the 2016 Capital Budget, Capital Account No. 1476; and

WHEREAS, The Planning & 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 contract of the lowest responsible bidder, Joe Lombardo Plumbing & Heating of Rockland, Inc., 321 Spook Rock Road, A 109, Suffern, New York 10901, who submitted a base bid in the amount of \$255,500 for replacement of hot water heaters/boiler replacement at the Eugene J. Grogan Correctional Center under RFB-RC-2016-1476-001, under Capital Project No. 1476, and authorizes the execution of all necessary documents by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for this contract is available in the 2016 Capital Budget, Capital Account No. 1476.

Introduced by:

Referral No. 9209

Hon. Michael M. Grant, Sponsor
 Hon. Alden H. Wolfe, Sponsor
 Hon. Harriet D. Cornell, Sponsor
 Hon. Ilan S. Schoenberger, Sponsor
 Hon. Toney L. Earl, Sponsor
 Hon. Philip Soskin, Sponsor
 Hon. Aron B. Wieder, Sponsor
 Hon. Douglas J. Jobson, Sponsor
 Hon. Lon M. Hofstein, Sponsor

**RESOLUTION NO. 258 OF 2016
 APPROVING AND EXERCISING THE THIRD OPTION OF A CONTRACT IN EXCESS
 OF \$100,000 WITH STARR UNIFORM CENTER FOR THE PURCHASE OF UNIFORMS FOR
 THE SHERIFF'S, CORRECTIONS AND SECURITY DEPARTMENTS
 BY FORMAL PURCHASE ORDER UNDER RFB-RC-2013-033
 IN THE ADDITIONAL AMOUNT OF \$50,000
 FOR THE PERIOD FROM APRIL 28, 2016 THROUGH APRIL 27, 2017
 FOR A TOTAL CONTRACT SUM NOT TO EXCEED \$200,000 FROM
 THE COMMENCEMENT DATE OF APRIL 28, 2013 THROUGH APRIL 27, 2017
 [DEPARTMENT OF GENERAL SERVICES – DIVISION OF PURCHASING]
 (\$200,000)**

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

WHEREAS, The Director of Purchasing requested bids for the purchase of uniforms for the Sheriff's, Corrections and Security Departments under RFB-RC-2013-033, for a one (1) year period with five (5) additional one (1) year options to renew; and

WHEREAS, One hundred seventy-nine (179) vendors were notified of the solicitation and the County received two (2) responses; and

WHEREAS, The Director of Purchasing determined that Starr Uniform Center, 207 Center Street, Scranton, Pennsylvania 18503, was the lowest responsive and responsible bidder; and

WHEREAS, The County entered into an agreement with Starr Uniform Center, 207 Center Street, Scranton, Pennsylvania 18503, for the purchase of uniforms for the Sheriff's, Corrections and Security Departments under RFB-RC-2013-033 with all purchases being made by formal purchase order, for the period from April 28, 2013 through April 27, 2014, with five (5) additional one (1) year options to renew; and

WHEREAS, The Director of Purchasing exercised the first option term with Starr Uniform Center 207 Center Street, Scranton, Pennsylvania 18503, for the purchase of uniforms for the Sheriff's, Corrections and Security Departments under RFB-RC-2013-033 with all purchases being made by formal purchase order, for the period from April 28, 2014 through April 27, 2015, with four (4) additional one (1) year options to renew; and

WHEREAS, By Resolution No. 159 of 2015 the Legislature of Rockland County approved exercising the second option to extend the contract with Starr Uniform Center 207 Center Street, Scranton, Pennsylvania 18503, for the purchase of uniforms for the Sheriff's, Corrections and Security Departments under RFB-RC-2013-033, for the period from April 28, 2015 through April 27, 2016, with three (3) additional one (1) year options to renew, and increasing the contract in the amount of \$68,000 for the period from April 28, 2015 through April 27, 2016 for a total contract sum not to exceed \$150,000 from the commencement date April 28, 2013 through April 27, 2016; and

WHEREAS, The total cost for purchases made from April 28, 2013 through March 30, 2016 has not exceeded \$144,700; and

WHEREAS, The Director of Purchasing is recommending the Rockland County Legislature and County Executive approve exercising the third option to extend the contract with Starr Uniform Center, 207 Center Street, Scranton, Pennsylvania 18503, for the purchase of uniforms for the Sheriff's, Corrections and Security Departments under RFB-RC-2013-033, for the period from April 28, 2016 through April 27, 2017, with two (2) additional one (1) year options to renew, and increase the contract in the amount of \$50,000 for the period from April 28, 2016 through April 27, 2017 for a total contract sum not to exceed \$200,000 from the commencement date April 28, 2013 through April 27, 2017; and

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

WHEREAS, Sufficient funds for these purchases are provided for in the 2016 Adopted Budget, and are contingent on 2017 Budget Appropriations; and

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

WHEREAS, The 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 exercising the third option to extend the contract with Starr Uniform Center, 207 Center Street, Scranton, Pennsylvania 18503, for the purchase of uniforms for the Sheriff's, Corrections and Security Departments under the RFB-RC-2013-033 for the period from April 28, 2016 through April 27, 2017, with two (2) additional one (1) year options to renew, and increase the contract in the amount of \$50,000 for the period from April 28, 2016 through April 27, 2017 for a total contract amount not to exceed \$200,000 from the commencement date April 28, 2013 through April 27, 2017; and be it further

RESOLVED, That all purchases will be made by formal purchase order subject to the approval of the Director of Purchasing; and be it further

RESOLVED, That sufficient funds for these purchases are provided for in the 2016 Adopted Budget, and are contingent on 2017 Budget Appropriations.

Introduced by:

Referral No. 2912

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

**RESOLUTION NO. 259 OF 2016
RECOMMENDING APPOINTMENTS TO THE
ROCKLAND COUNTY RENT GUIDELINES BOARD**

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

WHEREAS, the Rockland County Rent Guidelines Board was created pursuant to the provisions of Section 4 of the Emergency Tenant Protection Act of 1974; and

WHEREAS, there are a number of vacancies on the Rockland County Rent Guidelines Board; and

WHEREAS, New York State Law requires that the Rockland County Legislature recommend appointments or re-appointments to the Commissioner of the New York State Division of Housing and Community Renewal who has the power of appointment to the Rockland County Rent Guidelines Board; and

WHEREAS, the Rockland County Rent Guidelines Board consists of nine (9) members: two (2) members representative of tenants, two (2) members representative of owners of property; and five (5) public members, each of whom must have at least five years experience in either finance, economics, or housing; and

WHEREAS, the Rockland County Legislature has received bios/resumes from Jain Jacob, CPA, Corey Turner, Alejandra Silva, and Rabbi Hersh Horowitz as possible appointments to the Rockland County Rent Guidelines Board, and each candidate has personally met with the Chairman of the Legislature and discussed his/her interests and qualifications; and

WHEREAS, if these individuals are appointed, the Rockland County Rent Guidelines Board will be fully constituted; and

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

RESOLVED, that the Rockland County Legislature hereby recommends the following individuals for appointment to the Rockland County Rent Guidelines Board in the following capacities:

- 1) Jain Jacob CPA - Public Representative
- 2) Corey Turner - Landlord Representative
- 3) Alejandra Silva - Tenant Representative
- 4) Rabbi Hersh Horowitz – Landlord Representative

; and be it further

RESOLVED; that the clerk to the Legislature is hereby directed to forward a copy of this resolution to the Commissioner of the New York State Division of Housing and Community Renewal, the Chair of the Rockland County Rent Guidelines Board, and the recommended appointees.

AMENDED
Referral No. 5474

Introduced by:

Hon. Charles Falciglia, Sponsor
Hon. Ilan S. Schoenberger, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Aney Paul, Co-Sponsor
Hon. Patrick J. Moroney, Co-Sponsor
Hon. Douglas J. Jobson, Co-Sponsor
Hon. Philip Soskin, Co-Sponsor

**RESOLUTION NO. 260 OF 2016
AMENDING SECTION 165-5 OF THE ROCKLAND COUNTY CODE TO MAKE
NEEDED CHANGES TO VARIOUS TERMS AND CONDITIONS OF THE
ROCKLAND COUNTY SEWER DISTRICT NO. 1 BOARD OF COMMISSIONERS**

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

WHEREAS, the Rockland County Sewer District No. 1 [RCSD] was originally created by Resolution No. 624 of 1963;

WHEREAS, §165-5, which pertains to the Board of Commissioners of RCSD [Board], was subsequently amended by Resolutions No. 53 of 1966, 674 of 1967, 24 of 1994, and 479 of 2001; and

WHEREAS, the Legislature believes that changes to both the composition of the Board as well as some of the terms and conditions of the Board would lead to greater attendance of commissioners at meetings, encourage more participation at meetings, enable more effective supervision by the Legislature, and would result in enhanced transparency and accountability to the Legislature, the County Executive, and all Rockland County residents; and

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

RESOLVED, §165 of the Rockland County Code is hereby amended as follows:

§ 165-5. Board of Commissioners.

A. There is hereby established a Board of Commissioners of Rockland County Sewer District No. 1, which Board shall consist of ~~43~~ **10** members, effective upon adoption of this resolution.

B. Classes of membership: ~~The Board of Commissioners shall be appointed by the Legislature of Rockland County in the following manner~~ be constituted of members from the following groups:

~~(1) Three members shall be from the Town of Ramapo, one of whom will be the Supervisor of the Town of Ramapo or his designee and two of whom shall reside in the area of the Town of Ramapo not included in the geographic extension to the boundaries of the Rockland County Sewer District No. 1 effective in 2001.~~

~~(2) Two members shall be from the Town of Ramapo from the geographic extension to the boundaries of the Rockland County Sewer District No. 1 effective in 2001, each of whom shall be a Mayor or Trustee of an incorporated Village within said geographic extension.~~

~~(3) Five members shall be from the Town of Clarkstown, one of whom shall be the Supervisor of the Town of Clarkstown or his designee, two of whom shall be either Town Councilpersons or Village Mayors or Trustees from the Town of Clarkstown or an incorporated Village in the Town of Clarkstown, or a legislator whose district is substantially within the Town of Clarkstown, and two of whom shall be residents in the unincorporated area of the Town of Clarkstown.~~

~~(4) Two members shall be from the Village of Spring Valley, one of whom shall be the Mayor of the Village of Spring Valley or his designee and one of whom shall reside in the Village of Spring Valley, not within the same Town in which the Mayor of the Village of Spring Valley or his designee resides, in order to create equal representation between the Towns of Clarkstown and Ramapo.~~

~~(5) One member shall be from the Town of Orangetown, who shall be the Supervisor of the Town of Orangetown or his designee.~~

(1) Class one - Members serving ex officio

- (a) Supervisor of the Town of Ramapo**
- (b) Supervisor of the Town of Clarkstown**
- (c) Supervisor of the Town of Orangetown**

(2) Class two - Elected Official members

- (a) An elected official from the Village of Spring Valley**
- (b) An elected official from the Town of Ramapo**
- (c) An elected official from the Town of Clarkstown**

(3) Class three - Members of the public at large

- (a) Two (2) residents from the Town of Ramapo who are not elected officials or employees of the State, or any County, Town, Village, or any District or Authority authorized by State law**
- (b) Two (2) residents from the Town of Clarkstown who are not elected officials or employees of the State, or any County, Town, Village, or any District or Authority authorized by State law**

C. Terms of membership

(1) Class one members serving ex officio serve on the board by reason of their office rather than by being appointed to the position and shall automatically be members of the Board by virtue of their position as Supervisor or Acting Supervisor, unless a substitute is designated in the fashion described below, and shall automatically and immediately vacate the position when they no longer hold their position of Town Supervisor or Acting Town Supervisor.

(2) Class two members of the Board shall automatically and immediately vacate the position when they no longer hold their elected positions.

(3) Class two and three members of the Board shall be appointed by resolution of the Legislature of Rockland County and serve at the pleasure of the Legislature.

- D. Substitute members for Town Supervisors:** ~~Should the Supervisors of the Town of Orangetown, Ramapo or Clarkstown or the Mayor of the Village of Spring Valley wish to designate~~ **The class one members may recommend** other individuals **to serve** as members of the Rockland County Sewer District No. 1 in their place. ~~Any such substitute said individuals must be a Town Councilmembers, Village Trustees~~ **Board Member** or County Legislators **residing within that Supervisor's** respective municipality. ~~ies,~~ **Any such substitute** and they shall **not serve until** be appointed by resolution of the Legislature of Rockland County **and shall serve at the pleasure of the Legislature.** **If such substitute member no longer serves, for any reason, the Supervisor shall automatically and immediately resume office, ex officio.**

- E. Terms of present members:** The terms of all incumbent members of said Board, **who are serving on the effective date of this legislation,** shall be deemed expired as of the **effective date of this legislation** hereof, ~~but all~~ **All** such members shall continue serving **as holdovers, subject to the terms of this resolution,** in their current capacities until they shall resign, become incapable of serving or be replaced or appointed pursuant hereto **the Board is reconstituted in accordance with this resolution, by the Legislature of the County of Rockland.**

F. Compensation

(1) A Commissioner other than a Supervisor, Town Councilperson, Mayor, and Village Trustee or their designees, where applicable, Only class three members shall receive monetary compensation from the District's budget for their service on the Board. Such compensation shall be as set forth by the Legislature of the County of Rockland in the County's annual budget. All such compensation shall be paid payable from the operating fund of the budget of the Rockland County Sewer District No.

1. Commissioners eligible for payment shall be paid monthly.

(2) Starting January 1, 2017, a minimum of nine (9) regular meetings per calendar year must be held. Only one meeting per month may be designated as a regular meeting.

(3) After January 1, 2017, members who miss a meeting, in the absence of an emergency, religious observance or documented medical excuse, shall have their annual stipend reduced by one twelfth (1/12) for each regular meeting they miss, which reduction shall take effect immediately following the missed meeting.

(4) After January 1, 2017, if fewer than nine (9) regular meetings are held in a calendar year, the stipend of those Commissioners eligible for payment will be reduced by one twelfth (1/12) for each meeting less than the minimum nine required regular meetings held in addition to any potential reduction for missed meetings.

G. Attendance

(1) Regular attendance at all regular and special meetings is expected.

(2) The Executive Director of the Rockland County Sewer District No. 1 shall maintain attendance records of the members and shall report the members' attendance monthly to the Clerk to the County Legislature.

(3) The Executive Director shall immediately report to the Clerk to the Legislature any member's excessive absences, defined as having three or more unexcused absences.

(4) Excused absences: An absence shall be excused in cases of emergency, religious observance or medical need. The absent member must file with the Clerk to the County Legislature an explanation of the emergency or medical excuse as soon as practicable. Failure to file within a reasonable time will cause the absence to be deemed unexcused.

H. Term Limits for Chair

The Chair of the Board of Commissioners will serve for no more than four (4) consecutive years, after which he/she cannot be reappointed as Chair for at least two (2) years. The Chair shall be selected annually by the Board of Commissioners.

I. Felony Conviction

Any Commissioner convicted of any felony shall be automatically and immediately disqualified from serving on the Board of Commissioners. The Executive Director shall notify the Clerk to the County Legislature as soon as practicable. The Clerk to the County Legislature shall promptly notify any such Commissioner in writing of his/her removal from the Board.

J. Required Reporting

(1) All resolutions and minutes of the Board of Commissioners shall be filed with the Clerk to the Legislature monthly.

(2) The Executive Director of the Rockland County Sewer District No. 1 shall report to the Legislature quarterly, in writing, the status of all operational, legal, financial, and personnel matters regarding the Rockland County Sewer District No. 1.

K. Any resolutions of this Legislature heretofore enacted to the contrary, including but not limited to Resolution Nos. 212 of 1990, 165 of 1990 and 24 of 1994, be and hereby are deemed amended to be consistent herewith.

Debate**Mr. Falciglia**

Once again, I want to thank everyone for supporting these changes, particularly Mr. Schoenberger, Chairman Wolfe, Mr. Powers, Mr. Humbach and Elana Yeger. I believe this now provides a roadmap to strengthen the oversight and accountability on Sewer District No. 1. It is now up to us to ensure these changes are followed and I am confident we will. I was very happy that Commissioner Lehman came tonight and actually endorsed these changes. I look forward to meeting with him and speaking to him about these changes. I also spoke with the Director Ms. Philipps, and I will be meeting with her to outline what we expect her to report each quarter to us. This is one small step for a Legislator and one big step for the Legislature.

Mr. Schoenberger

I would like to offer an amendment. I amend F3 and G4 to add "religious observances". Do you accept the amendment Mr. Falciglia?

Mr. Falciglia

I accept the amendment.

Mrs. Cornell

I congratulate Mr. Falciglia. From the first meeting you attended here you spoke about wanting to make changes. I appreciate the work you have done and bringing it to fruition.

Mr. Schoenberger

I want to compliment Mr. Falciglia, not only for bringing this forward, but for helping shepherd this through the committee system. We had committee meetings in March, April and then last week and this is the final product.

Chairman Wolfe

This is an example of what happens when we work together, share a common goal, common approach to a problem and we put aside the partisan divisive rhetoric. I look forward to more opportunities to do things like this, certainly working with members of the minority.

Introduced by:

Referral No. 5128

Hon. Nancy Low-Hogan, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Charles J. Falciglia, Sponsor
Hon. Vincent D. Tyer, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Philip Soskin, Sponsor

**RESOLUTION NO. 261 OF 2016
CONFIRMING THE REAPPOINTMENT OF
HOWARD N. HELLMAN, MONTEBELLO, NEW YORK
TO THE ROCKLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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

WHEREAS, General Municipal Law §925-l established the Rockland County Industrial Development Agency (the "Agency"); and

WHEREAS, Pursuant to General Municipal Law §925-l(b) the Agency shall consist of five members who shall be appointed by the County Executive, subject to the approval of the Legislature; and

WHEREAS, The term of Howard N. Hellman expires on April 23, 2016; and

WHEREAS, The County Executive has reappointed Howard N. Hellman of Montebello, New York to the Rockland County Industrial Development Agency for a new (3) three year term which shall expire on April 23, 2019; and

WHEREAS, With the approval of this resolution confirming the reappointment of Howard N. Hellman, the Rockland County Industrial Development Agency will be fully constituted; and

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

RESOLVED, That pursuant to General Municipal Law Section 925-l(b), the Legislature of Rockland County hereby confirms the reappointment of Howard N. Hellman, Montebello, New York as a member of the Rockland County Industrial Development Agency for an additional three-year term which shall expire April 23, 2019; and be it further

RESOLVED, That the Clerk to the Legislature is hereby directed to send a copy of this resolution to the Rockland County Industrial Development Agency and to the appointee, Howard N. Hellman.

Introduced by:

Referral No. 5128

Hon. Nancy Low-Hogan, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Vincent D. Tyer, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Philip Soskin, Sponsor

**RESOLUTION NO. 262 OF 2016
CONFIRMING THE APPOINTMENT OF
RAJA R. AMAR, STONY POINT, NEW YORK
TO THE COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY**

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

WHEREAS, General Municipal Law §925-l established the County of Rockland Industrial Development Agency, and

WHEREAS, Pursuant to General Municipal Law §925-l(b) the Board shall consist of five members who shall be appointed by the County Executive, for a three year term subject to the approval of the Legislature; and

WHEREAS, There is currently one vacancy on the Industrial Development Agency board; and

WHEREAS, The County Executive has appointed Raja R. Amar, Stony Point, New York to the Rockland County Industrial Development Agency for a three year term; and

WHEREAS, With this appointment, the board shall be fully constituted; and

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

RESOLVED, That pursuant to General Municipal Law §925-l(b), the Legislature of Rockland County hereby confirms the appointment of Raja R. Amar, Stony Point, New York as a member of the County of Rockland Industrial Development Agency, for a three year term from the date of this resolution; and be it further

RESOLVED, That the Clerk to the Legislature is hereby directed to send a copy of this resolution to the County of Rockland Industrial Development Agency and to the appointee, Raja R. Amar.

Introduced by:

Referral No. 5128

Hon. Nancy Low-Hogan, Sponsor
Hon. Harriet D. Cornell, Sponsor
Hon. Alden H. Wolfe, Sponsor
Hon. Michael M. Grant, Sponsor
Hon. Toney L. Earl, Sponsor
Hon. Charles J. Falciglia, Sponsor
Hon. Vincent D. Tyer, Sponsor
Hon. Douglas J. Jobson, Sponsor
Hon. Philip Soskin, Sponsor

**RESOLUTION NO. 263 OF 2016
CONFIRMING THE REAPPOINTMENT OF
ERIC DRANOFF OF SUFFERN, NEW YORK
TO THE ROCKLAND COUNTY
INDUSTRIAL DEVELOPMENT AGENCY**

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

WHEREAS, General Municipal Law §925(-l) established the Rockland County Industrial Development Agency (the "Agency"); and

WHEREAS, Pursuant to General Municipal Law §925-l(b) the Agency shall consist of five (5) members who shall be appointed by the County Executive, subject to the approval of the Legislature; and

WHEREAS, Eric Dranoff's term expired on March 20, 2016; and

WHEREAS, The County Executive has reappointed Eric Dranoff of Suffern, New York to the Rockland County Industrial Development Agency for a new (3) three year term; and

WHEREAS, With the approval of this resolution, the Rockland County Industrial Development Agency will be fully constituted; and

WHEREAS, The Economic Development 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 Eric Dranoff, Suffern, New York as a member of the Rockland County Industrial Development Agency for an additional three-year term commencing with the adoption of this resolution; and be it further

RESOLVED, That the Clerk to the Legislature is hereby directed to send a copy of this resolution to the Rockland County Industrial Development Agency and to the appointee, Eric Dranoff.

**ADJOURNMENT IN MEMORY OF
ISABEL WORTENDYKE**

Mrs. Cornell offered the following memorial, which was seconded by Chairman Wolfe and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Isabel Wortendyke.

**ADJOURNMENT IN MEMORY OF
FAITH LEIGH**

Mrs. Cornell offered the following memorial, which was seconded by Chairman Wolfe and unanimously approved:

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Faith Leigh.

**ADJOURNMENT IN MEMORY OF
RAYMOND FORNARIO**

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

RESOLVED, that the Legislature of Rockland County adjourn this meeting in memory of Raymond Fornario.

**RESOLUTION NO. 264 OF 2016
ADJOURNMENT**

Mr. Wieder offered the following resolution, which was seconded by Mr. Grant and unanimously adopted (7:37 p.m.)

RESOLVED, that the meeting of the Legislature is hereby adjourned to Tuesday, June 7, 2016 at 7:00 p.m.

Respectfully Submitted,

DARCY SHAPIN-GREENBERG
Proceedings Clerk