

Suffolk

COUNTY COMMUNITY COLLEGE

Office of Legal Affairs

March 30, 2015

ModSpace
967 Conklin Street
Farmingdale, NY 11735
ATTN: Mr. Kurt Schneider

National City Commercial Capital
P.O. Box 931034
Cleveland, OH 44193
RE: Lease # 79253000

Re: Equipment Lease Agreement dated September 7, 2004 between Resun Leasing, Inc. and Suffolk County Community College for modular building on Michael J. Grant Campus, Brentwood, NY

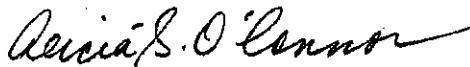
Dear Sirs:

According to the above-referenced Equipment Lease entered into with your predecessor in interest, Resun Leasing, Inc., the 5-year Option Term is scheduled to commence on June 1, 2015. Accordingly, please permit this letter to serve as notice that the College hereby exercises its right to renew the Lease for the 5-year Option Term, commencing on June 1, 2015 and terminating on May 31, 2020.

In addition, Resun Leasing, Inc. informed the College in 2004 that at the end of the total 15-year term of the Equipment Lease, Resun intended to donate the Equipment to the College. We wish to inform you that the College shall accept the gift of this Equipment upon the termination of the Equipment Lease.

We thank you for your courtesies in this matter.

Very truly yours,



Alicia S. O'Connor
Deputy General Counsel

cc: Louis J. Petrizzo, College General Counsel
Gail Vizzini, Vice President, Business and Financial Affairs
Dr. James Keane, Executive Dean, Michael J. Grant Campus
Paul Cooper, Executive Director of Facilities

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building – Grant Campus
Resun Leasing Inc.

Equipment Lease Agreement

This Lease Agreement (Lease) is between Suffolk County Community College (College), having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk (County), a municipal corporation of the State of New York; and

Resun Leasing Inc. (Lessor), a corporation duly qualified to do business in the State of New York, having an office at 2517 Highway 35, Building B, Suite 102, Manasquan, New Jersey 08736.

The parties hereto desire to lease (with an option to purchase before December 31, 2005) to the College a modular classroom building (Equipment), as described in Exhibit A.

Term of Lease: September 1, 2004 to August 31, 2014 with one (1) five-year option to renew.

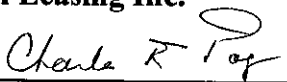
Cost of Lease: \$23,474.00 per month for 120 months of initial lease term (total cost \$2,816,880.00); \$5,000.00 per month for 60 months of option lease term (total cost \$300,000.00).

Cost of Option to Purchase: To be purchased on or before December 31, 2005 at a cost not to exceed \$2,024,799.00 (initial purchase price). If the College decides to purchase the building after it has commenced lease payments, fifteen percent (15%) of each lease payment made shall be deducted from the initial purchase price.

Terms and Conditions: Shall be as set forth in Exhibits A through J, attached.

In Witness Whereof, the parties hereto have executed this Lease as of the latest date written below.

Resun Leasing Inc.



By: ~~William H. Ryan~~ CHARLES R. PAQUIN
Vice President

Date: 8/27/04

Suffolk County Community College



By: Dr. Shirley J. Pippins
President

Date: 9/07/04

Approved As To Legality:
Christine Malafi
Suffolk County Attorney

ex parry

By: Cynthia Kay Parry
Assistant County Attorney

Date: 9/27/04

Suffolk County Community College

[Signature]

By: Steven F. Schrier *ILENE S. KREITZER*
Vice President for Legal, Planning
and Information Services
LEGAL AFFAIRS & COMPLIANCE OFFICER

Date: 9/17/04

Approved:
Suffolk County Community College

Charles K. Stein

By: Charles K. Stein
Vice President for Business and Financial Affairs

Date: 9/7/04

Recommended:

Paul Cooper

By: Paul Cooper
Executive Director of Facilities and Technical Support

Date: 9/13/04

ACKNOWLEDGMENT BY CORPORATION:

STATE OF NEW YORK) (SEAL)
) ss:
COUNTY OF)

On this ____ day of _____ 2004 before me personally came _____,
to me known, who being duly sworn, did depose and say that he/she resides in _____,
that he/she is the _____ of _____, the corporation described in and which
executed the foregoing instrument, that he/she knew the seal of said corporation, that the seal affixed to
such said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors
of such corporation, and that he/she signed his/her name thereto by like order.

Notary Public

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**Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.**

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**Exhibit J
Chapter 577, Article IV, of the Suffolk County Code entitled “Child Sexual Abuse Reporting Policy”**

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposals, advertised January 8, 2004, to lease to Suffolk County Community College a modular classroom building for its Grant Campus, located in Brentwood, New York;

Whereas, Resun Leasing Inc. submitted a proposal on or about February 2, 2004 that demonstrates the best relevant experience and expertise, offers the best value to the College and will best serve the public interest; and

Whereas, on February 23, 2004, the Board of Trustees authorized a contract with Resun Leasing, Inc. (Resolution No. 2004.10) and on June 17, 2004, authorized an amendment to that contract (Resolution No. 2004.54);

Now, Therefore, in consideration of the promises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. Lessor Responsibilities

- a. The duties of Lessor shall be to provide a high quality modular classroom building, as described in Exhibit B, entitled "Description of Modular Building."
- b. The Equipment shall be delivered and installed to a completely operational assembly at the College's Grant Campus, Crooked Hill Road, Brentwood, New York at the site described in Exhibit C, entitled "Site Plan."
- c. Lessor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Lease.
- d. Lessor specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for particular duties they perform.
- e. The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and over any other document not specifically referred to in this Lease or made part thereof by this Lease or by subsequent amendment in writing and signed by both parties except to the extent that such provisions of this Exhibit A are specifically referred to and amended or suspended by such Exhibit amendment or other document.

2. Term

This Lease shall cover the period provided on the first page thereof, unless sooner terminated as provided in Paragraph 5 below, entitled "Lease Subject to Appropriation of Funds."

Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.

Ryan, Vice President, Resun Leasing Inc., 2517 Highway 35, Building B, Suite 102, Manasquan, New Jersey 08736. The College may assign this right to exercise an option to either the County of Suffolk or the Suffolk Community College Foundation, Inc.

4. Delivery and Acceptance

- a. All transportation costs incurred by Lessor for the delivery and installation of the Equipment shall be borne by Lessor.
- b. The College shall indicate its acceptance of the Equipment by executing a Delivery and Acceptance Certificate in substantially the form provided in Exhibit D.
- c. In the event that the College occupies the Equipment prior to the execution of the Delivery and Acceptance Certificate, such occupancy shall constitute acceptance by the College.

5. Lease Subject to Appropriation of Funds

- a. It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefore and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the College or County beyond the amount of funds appropriated by the aforesaid Legislature for the Program covered by this Lease.
- b. The College reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is the College's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard the College represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and College understand and intend that the obligation of the College to pay Lease Payments hereunder shall constitute a current expense of the College and shall not in any way be construed to be a debt of the College or County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the College, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the College.
- c. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, the College shall immediately notify Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or

expense to the College of any kind whatsoever, except as the portions of Lease Payments herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination the College agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the date of such termination, readied for shipment in accordance with manufacturer's specifications and dismantle and return freight prepaid and insured to a location designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, the College agrees

- i. that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other Equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and
- ii. that it will not during the Lease Term give priority in the application of funds to any other functionally similar Equipment.

This paragraph will not be construed so as to permit the College to terminate this Lease in order to acquire or lease any other Equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. Not in Default

Lessor warrants that it is not in arrears to the College or County upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to the College.

7. Financial Disclosure

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

8. Gratuities

Lessor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing a lease or securing favorable treatment with respect to the awarding or amending of a lease or the making of any determinations with respect to the performance of a lease, and that the signer of this Lease has read and is familiar with the provisions of Local law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

9. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

10. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” attached hereto as part of this Agreement and made a part hereof, as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

11. Independent Contractor

It is expressly agreed that Lessor’s status hereunder is that of an independent contractor. Neither Lessor nor any person hired by Lessor shall be considered employees of the College for any purpose.

12. Assignment

- a. Without Lessor’s prior written consent, the College will neither:
 - i. assign, transfer, pledge, hypothecate, grant any security in or otherwise dispose of this Lease or the Equipment; nor
 - ii. sublet or lend the Equipment or permit it to be used by anyone other than the College or College employees.
- b. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part and the College’s right will be subordinated thereto. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Upon assignment of Lessor’s interests herein, Lessor will cause written notice of assignment to be sent to the College which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. The College covenants and

agrees with the Lessor and each subsequent assignee of the Lessor to maintain for the full term of this Lease a written record of each such assignment and reassignment. In compliance with Section 149 (a) of the Internal Revenue Code, the College agrees to affix a copy of each notification of assignment to its counterpart of the Lease. The College hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership of interests in and to this Lease and the Lessor hereby accepts its duties as agent hereunder.

13. Severability

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

14. Warranty

The Warranty Plan described in Exhibit G, entitled "Warranty Plan," is incorporated in this Lease.

15. Title to Equipment; Security Interest

During the term of this Lease Agreement, title to the Equipment and any and all additions, repairs replacements or modifications thereof, will rest in Lessor, subject to the rights of the College under this Lease. In the Event of Default as set forth in Paragraph 20, entitled "Event of Default," or as set forth in Paragraph 5, entitled "Lease Subject to Appropriation of Funds," the College will peacefully surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements or modifications thereto, in order to secure the College's payments of all Lease Payments and the performance of all other obligations of the College under this Lease. If requested by Lessor, the College agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor which Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

16. Use; Repairs

The College will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to such use. Except for ordinary wear and tear and as provided in the Warranty Plan described in Exhibit G, the College, at its expense, will keep the Equipment in good working order.

17. Alterations

The College will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

18. Location and Inspection

The Equipment will not be relocated from its initial location without Lessor's prior written consent that will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location during reasonable business hours to inspect the Equipment or observe its use and operation, provided that Lessor has obtained the written consent of the College, which consent shall not unreasonably be withheld.

19. Risk of Loss; Damage; Destruction

The College assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve the College of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, the College will immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, the College, at the option of Lessor, will either (a) replace the same with like equipment in good repair; or (b) on the next Lease date, pay Lessor:

- a. all amounts then owed by the College to Lessor under this Lease, including the Lease payment due on such date (but the College shall not be responsible for Lease payments or any other monies accruing after such date); and
- b. an amount equal to the then applicable replacement cost, less the amount of any insurance recovery received by Lessor.
- c. Any obligation of the College for any future payments to Lessor shall cease after the College fulfills its obligations under Paragraphs 19(a) and (b), above.

In the event that the College is obligated to make payment with respect to less than all of the Equipment, Lessor will provide the College with the pro rata amount of the Lease Payment and the replacement cost amount to be made by the College with respect to the Equipment which has suffered the event of loss and the Lease shall remain in full force and effect for all remaining Equipment.

20. Personal Property

The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, the College will, at the

College's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

21. Liens and Taxes

The College shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. The College shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If the College fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, the College shall reimburse Lessor therefore.

22. Event of Default

The term "Event of Default," as used herein, means the occurrence of any one or more of the following events:

- a. The College fails to make any Lease payments (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for twenty (20) days after the due date hereof;
- b. The College fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor;
- c. The discovery by Lessor that any statement, representation, or warranty made by the College in this Lease or in writing ever delivered by the College pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;
- d. proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by the College, or a receiver or similar officer shall be appointed for College or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or
- e. an attachment, levy or execution is threatened or levied upon or against the Equipment.

23. Remedies

Upon the occurrence of an "Event of Default," and as long as such "Event of Default" is continuing, Lessor may, at its option, exercise any one or more of the following remedies:

- a. By written notice of the College, declare all amounts equal to all accounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the

default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable;

- b.** By written notice to the College, request the College to (and the College agrees that it will), at the College's expense, promptly return the Equipment to the premises where the Equipment is located and take immediate possession of and remove the same; or
- c.** Sell or lease the Equipment or sublease it for the account of the College holding the College liable for all Lease Payments and other payments due to the effective date of rental and other amounts paid by the Purchaser, the College or sub lessee pursuant to such sale, lease or sublease and the amounts payable by the College hereunder; and exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, the College will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

24. Notice Requirements/Contact Persons

- a.** Any communication, notice, claim for payment or other submission necessary or required to be made by the parties regarding this Lease shall be deemed to have duly made upon receipt by the parties at the following addresses (or at such other address that may be specified in writing by the parties):

For the College:

Charles K. Stein
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 32
Selden, New York 11784

For Lessor:

William H. Ryan
Vice President
Resun Leasing Inc.
2517 Highway 35, Building B, Suite 102
Manasquan, New Jersey 08736

Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.

- b. Any communication or notice regarding litigation shall be deemed to have been duly made upon receipt by the (parties at the following addresses or at such other address that may be specified in writing by the parties):

For the College:

Steven F. Schrier
Vice President for Legal, Planning and Information Services
Suffolk County Community College
533 College Road, NFL 30
Selden, New York 11784

For Lessor:

William H. Ryan
Vice President
Resun Leasing Inc.
2517 Highway 35, Building B, Suite 102
Manasquan, New Jersey 08736

- c. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contract person(s) or his or her designated successor(s).

25. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease.

26. No Oral Changes

No modifications of this Lease shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

27. Governing Law

This Lease Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

End of text of Exhibit A

**Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.**

**Exhibit B
Description of Modular Building**

[attached]

End of text of Exhibit B

**Exhibit C
Site Plan**

[attached]

End of text of Exhibit C

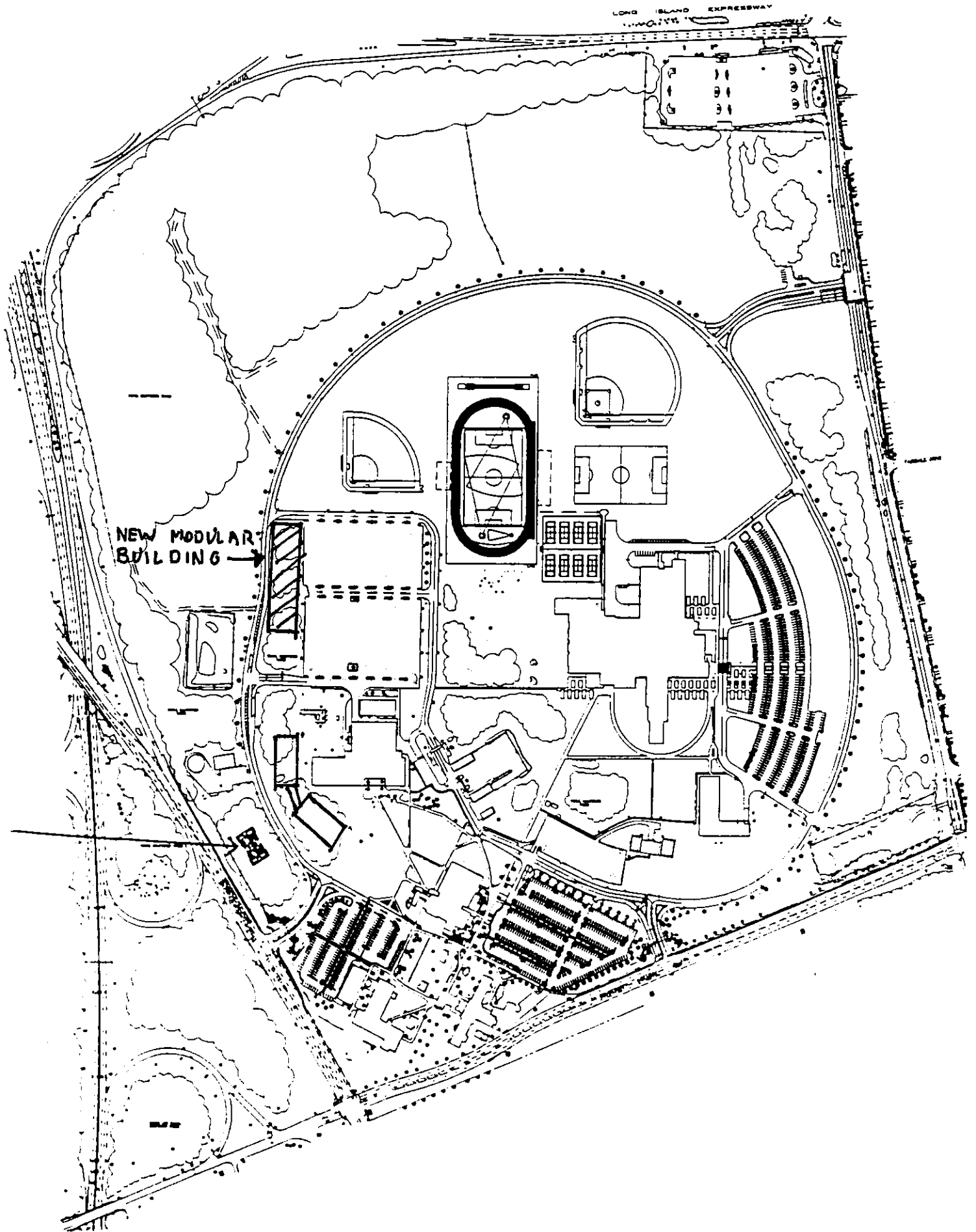
EXHIBIT B

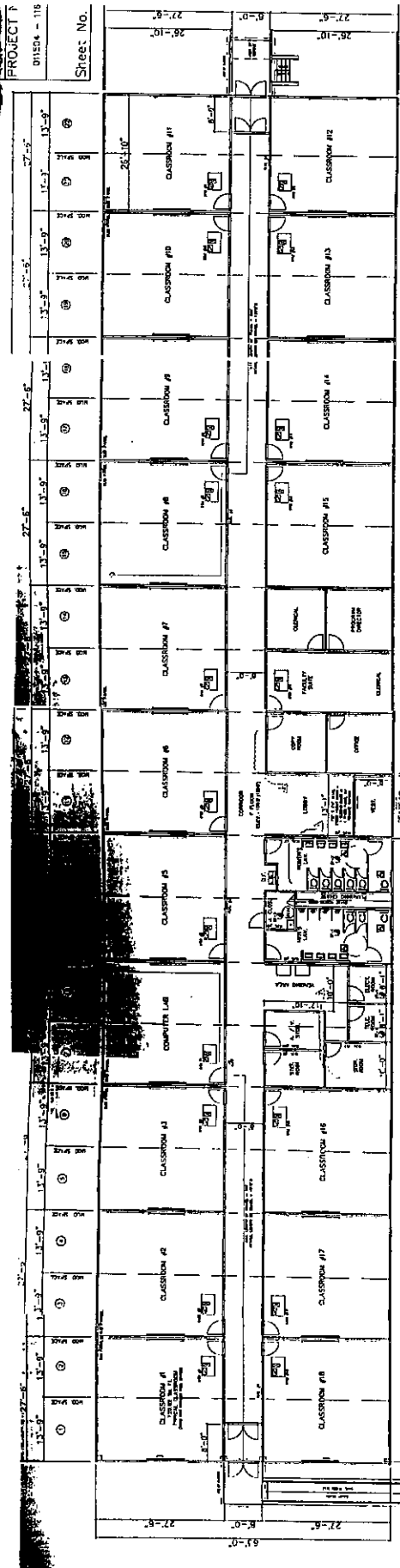
Description of Modular Building at Grant Campus

A 63 foot by 302 foot 6 inch modular building containing 18 classrooms, 5 offices, men's and women's rest rooms, 3 storage rooms, a janitor's closet and a vending alcove. The steel framed building is to be set on concrete piers with concrete stairs and ramps. Heating and cooling are provided by gas fired rooftop package units. Interior finishes consist of acoustic ceiling tile, vinyl floor tile (except for ceramic floor tile in rest rooms) and vinyl covered gypsum wall board.

SUFFOLK COMMUNITY COLLEGE

EXHIBIT C





FLOOR PLAN

NOTES: DIMENSIONS ARE AS SHOWN TO THE UNDERLINED.
ALL ACCESSORIES ARE NOTED BY THE UNDERLINED.
FRONT ENTRANCE AND REAR ENTRANCE ARE NOTED BY THE UNDERLINED.
STAIRS ARE NOTED BY THE UNDERLINED.
STAIRS AS INDICATED IN SECTION BOX, INTERNATIONAL ACT 1971.
3. THIS MODULAR PLAN REPRESENTS THE PLAN FOR THE YEAR 1971.

PLUMBING FIXTURE REQUIREMENT:
FUTURE COUNT REVISION -
18 SINKS PER CLASSROOM
PER 1971 I.P.C.
BID CALCULATIONS:
STUDENT TOTAL = 360 (CALCULATED)
STAFF TOTAL = 18 (CALCULATED)
STAFF TOTAL = 18 (CALCULATED)
18 CLASSROOMS @ 1 STAFF PER CLASSROOM
10 ADDITIONAL STAFF
TOTAL = 28

AREA OF BUILDING LIMITATIONS:
- TOTAL SQUARE FOOTAGE = 19,058
PER TABLE 503 (BLDG. CODE OF N.Y. STATE) -
ALLOWABLE SQ. FT. = 14,500
USE GROUP E, B (CONST.)
STREET FRONTAGE INCREASE:
PER SECTION 508.2 (BLDG. CODE OF N.Y. STATE) -
THIS BUILDING WILL REQUIRE 35% INCREASE (MIN.)
TO MAINTAIN COMPLIANCE.
14,500 (ALLOWABLE) + 5,075 (INCREASE) = 19,575 -
(CALC.) SQUARE FOOTAGE.

HITCH END - ALL MODULES

**Exhibit D
Delivery and Acceptance Certificate**

Lease Agreement dated [date], between Resun Leasing Inc. (Lessor) and Suffolk County Community College (College) for a high quality modular classroom building (Equipment).

The undersigned College hereby acknowledges receipt of the Equipment described above as fully installed and in good working condition and the College hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Lease Agreement executed by Lessor and College. The College agrees to make payments, as set forth in Paragraph 3 of Exhibit A of the Lease Agreement, beginning on the Commencement Date agreed to be September 1, 2004.

Approved:
Suffolk County Community College

By: _____
Charles K. Stein
Vice President for Business and Financial Affairs

Date: _____

Recommended:
Suffolk County Community College

By: _____
Paul Cooper
Executive Director of Facilities and Technical Support
Date: _____

End of text of Exhibit D

**Exhibit E
Equipment Replacement Value per letter dated May 10, 2004**

[attached]

End of text of Exhibit E

**Exhibit F
Certificate of Insurance**

[attached]

End of text of Exhibit F

**Exhibit G
Warranty Plan**

[attached]

End of text of Exhibit G

**Exhibit H
Board of Trustees Resolution Nos. 2004.10 and 2004.54 Authorizing Lease Agreement**

[attached]

End of text of Exhibit H

EXHIBIT E



Monday, May 10, 2004

Craig Harris
Suffolk County C.C.
533 College Rd.
NFL Bldg.
Selden, NY 11784

RE: Modular Building Lease w/ Suffolk County Community College

Dear Craig:

Per requirements of the contract (Equipment Replacement Value Letter Exhibit B) please note that the replacement value the modular classroom facility to be installed by Resun Leasing, Inc @ the Grant Campus will be \$2,024,799.00.

Should you have any questions or require any additional information please do not hesitate to call us at any time.

Sincerely,



William H. Ryan
V.P. Business Development and Operations

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

5/06/04

PRODUCER

HMS INSURANCE ASSOCIATES INC.
10751 FALLS ROAD, SUITE 256
BROOKLANDVILLE, MARYLAND 21022
(410) 337-9755

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ST PAUL FIRE & MARINE INS.CO.
- COMPANY
B HARTFORD FIRE INSURANCE CO
- COMPANY
C
- COMPANY
D

INSURED

RESUN LEASING, INC.
2517 HIGHWAY 35
BUILDING B, SUITE 102
MANASQUAN, NJ 08736

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|---|----------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | CK03801072 | 7/01/03 | 7/01/04 | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> PER PROJECT <input type="checkbox"/> AGGREGATE | | | | PRODUCTS-COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 10,000 |
| A | AUTOMOBILE LIABILITY | CA03800315 VA | 7/01/03 | 7/01/04 | COMBINED SINGLE LIMIT \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | CK0380107201 TX | 7/01/03 | 7/01/04 | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> ALL OWNED AUTOS | CK03801072 ALL OTHER | 7/01/03 | 7/01/04 | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE \$ |
| A | GARAGE LIABILITY | CA03800321 | 7/01/03 | 7/01/04 | AUTO ONLY - EA ACCIDENT \$ |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: |
| A | EXCESS LIABILITY | CK03801072 | 7/01/03 | 7/01/04 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WVA3801643 | 7/01/03 | 7/01/04 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | EL EACH ACCIDENT \$ 500,000 |
| | | | | | EL DISEASE-POLICY LIMIT \$ 500,000 |
| A | OTHER Contingent Interest Lea | CK03801072 | 7/01/03 | 7/01/04 | \$152,440,982. TOTAL LIMIT |
| B | Primary Property | 30UUMIG7656 | 7/01/03 | 7/01/04 | \$ 5,000. DEDUCTIBLE |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

COUNTY OF SUFFOLK AS RESPECTS TO THE LIABILITY PORTION FOR PROJECT: MODULAR BLDG. LEASE WITH SUFFOLK CO. COMMUNITY COLLEGE.

ADDITIONAL INSURED: SUFFOLK COUNTY COMMUNITY COLLEGE AND THE COUNTY OF SUFFOLK AS RESPECTS TO THE LIABILITY PORTION FOR PROJECT: MODULAR BLDG. LEASE WITH SUFFOLK CO. COMMUNITY COLLEGE.

CERTIFICATE HOLDER

SUFFOLK COUNTY COMMUNITY COLLEGE
533 COLLEGE RD.
SALDEN, NY 11784-2899

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 GARY L. BERGER

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

5/06/04

PRODUCER

HMS INSURANCE ASSOCIATES INC.
10751 FALLS ROAD, SUITE 256
BROOKLANDVILLE, MARYLAND 21022
(410) 337-9755

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COMPANIES AFFORDING COVERAGE

- COMPANY **A** ST PAUL FIRE & MARINE INS.CO.
- COMPANY **B** HARTFORD FIRE INSURANCE CO
- COMPANY **C**
- COMPANY **D**

INSURED

RESUN LEASING, INC.
2517 HIGHWAY 35
BUILDING B, SUITE 102
MANASQUAN, NJ 08736

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|--|--|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> PER PROJECT AGGREGATE | CK03801072 "BLANKET ADDITIONAL INS." | 7/01/03 | 7/01/04 | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 10,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CA03800315 VA CK0380107201 TX CK03801072 ALL OTHER | 7/01/03 7/01/03 7/01/03 | 7/01/04 7/01/04 7/01/04 | COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ |
| A | GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO | CA03800321 | 7/01/03 | 7/01/04 | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000 |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | CK03801072 | 7/01/03 | 7/01/04 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | WVA3801643 | 7/01/03 | 7/01/04 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE-POLICY LIMIT \$ 500,000 EL DISEASE-EA EMPLOYEE \$ 500,000 |
| A | OTHER Contingent Interest Lea | CK03801072 | 7/01/03 | 7/01/04 | \$152,440,982. TOTAL LIMIT |
| B | Primary Property | 30UUMIG7656 | 7/01/03 | 7/01/04 | \$ 5,000. DEDUCTIBLE \$ 13,984,251. TOTAL LIMIT \$ 5,000. DEDUCTIBLE |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

COUNTY OF SUFFOLK AS RESPECTS TO THE LIABILITY PORTION FOR PROJECT: MODULAR BLDG. LEASE WITH SUFFOLK CO. COMMUNITY COLLEGE.

ADDITIONAL INSURED: SUFFOLK COUNTY COMMUNITY COLLEGE AND THE

CERTIFICATE HOLDER

SUFFOLK COUNTY COMMUNITY COLLEGE
533 COLLEGE RD.
SALDEN, NY 11784-2899

CANCELLATION

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AUTHORIZED REPRESENTATIVE


GARY L. BERGER



Monday, May 10, 2004

Craig Harris
Suffolk County C.C.
533 College Rd.
NFL Bldg.
Selden, NY 11784

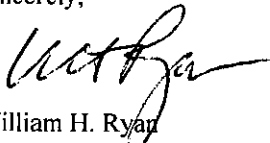
RE: Modular Building Lease w/ Suffolk County Community College

Dear Craig:

Per requirements of the contract (Warranty Plan Exhibit G) please note that Resun Leasing, Inc will maintain the modular building we install @ Grant Campus for the duration of the lease term, including structural integrity, and equipment used in construction. Items not covered include routine maintenance such as cleaning, tube and bulb replacement and damage caused by vandalism, neglect, or abuse that is beyond Resun's control.

Should you have any questions or require any additional information please do not hesitate to call us at any time.

Sincerely,



William H. Ryan
V.P. Business Development and Operations



Office of the President

BOARD OF TRUSTEES MEETING

February 23, 2004

RESOLUTION NO. 2004.10 AUTHORIZING A CONTRACT WITH RESUN LEASING, INC, MANASQUAN, NEW JERSEY

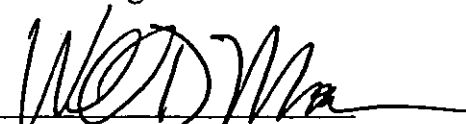
WHEREAS, it is necessary for the college to secure additional space for the delivery of instructional courses and programs, and

WHEREAS, the college issued a request for proposals on January 8, 2004, for the lease or purchase of a roughly 19,000 square foot modular building for its Grant campus to provide classroom space, and

WHEREAS, on or before the proposal due date of February 2, 2004, two proposals that were responsive to the needs of the college were received and evaluated by an Evaluation Committee, and

WHEREAS, the evaluation committee is recommending the college contract with Resun Leasing, Inc., Manasquan, New Jersey, be it therefore

RESOLVED, that the President of the College, or her designee, is hereby authorized to enter into a contract with Resun Leasing, Inc. for a period of 120 months, at a monthly rent of \$23,474 per month, for an aggregate total of \$2,816,880; with an option for 60 months, at a monthly rent of \$5,000 per month, for an aggregate total of \$300,000; and with the right to exercise an option to purchase said building on or before December 31, 2005, at a price not to exceed \$1,986,223.


William D. Moore, Secretary
Board of Trustees

Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES MEETING

June 17, 2004

RESOLUTION NO. 2004.54 AMENDING A CONTRACT WITH RESUN LEASING, INC.

WHEREAS, by Resolution No. 2004.10, the price on the option to purchase the modular building for the College's Grant Campus was set at not to exceed \$1,986,223.00, and

WHEREAS, the resolution should have set the price for the option to purchase at a price not to exceed \$2,024,799.00 to reflect requested building upgrades negotiated after the initial proposal, be it therefore

RESOLVED, that the Agreement with Resun Leasing, Inc. be amended to increase the option to purchase price from \$1,986,223.00 to \$2,024,799.00, an increase of \$38,576.00.


George Kane, Secretary
Board of Trustees

**Exhibit I
Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, “A Local Law to Implement Living Wage Policy for the County of Suffolk” (the “Living Wage Law”), all RFPs, County contracts and financial assistance agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Suffolk County Local Law No. 18-2002, “A Local Law to Implement Living Wage Policy for the County of Suffolk” provided for certain amendments to the Living Wage Law.

Forms for Completion and/or Signature (as applicable)

- **Suffolk County Department of Labor – Living Wage Unit
Notice of Application for County Assistance (Contract)
Form LW-1 (consists of 1 page)**
- **Suffolk County Department of Labor - Living Wage Unit
Certification/Declaration – Subject to Audit
Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)**
- **Suffolk County Department of Labor – Living Wage Unit
Request for General Living Wage Exemption
Form LW-4 (consists of 1 page)**
- **Suffolk County Department of Labor – Living Wage Unit
Request for Specific Living Wage Exemption
Form LW-5 (consists of 2 pages)**

Note: Pursuant to Section 7 of Local Law No.18– 2002, “A Local Law to Implement Living Wage Policy for County of Suffolk”, all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

- To certify Living Wage compliance: Return Forms LW-1 and LW-38.
or
 - To certify non-applicability of Living Wage law: Return Form LW-38.
or
 - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.
or
 - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5.
-

- In the event that there is a change in circumstances, it is the Contractor’s responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
- Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us

Click: Department Directory
Labor
Living Wage Law Info

- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808

**End of Text for Suffolk County Living Wage Requirements Exhibit
As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Exhibit J
Child Sexual Abuse Reporting Policy

CHAPTER 577, Child Protection, ARTICLE IV, Child Sexual Abuse Reporting Policy [Adopted 6-11-2002 by Res. No. 543-2002]

§ 577-16. Policy established.

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

- A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:
- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
 - (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
 - (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
 - (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
 - (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
 - (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
 - (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
 - (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
 - (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
 - (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
 - (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
 - (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
 - (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
 - (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
 - (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;

Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.

- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.

B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR -- Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he/she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations: [Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;

**Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.**

- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 without consent to commit a felony) of the New York Penal Law;

D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse. [Amended 8-28-2002 by Res. No. 819-2002]

E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.

F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.

§ 577-17. Failure to comply; penalties for offenses.

Failure to comply with the terms and conditions of this article shall result in the following:

A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual

**Rev. 6/30/04; Law No. 19-CC-001
Modular Classroom Building –Grant Campus
Resun Leasing Inc.**

abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.

- B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.
- C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.

§ 577-18. Authority to issue rules and regulations.

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.

End of Text of Exhibit J