

S. 5435--C

A. 7875--C

2011-2012 Regular Sessions

S E N A T E - A S S E M B L Y

May 20, 2011

IN SENATE -- Introduced by Sen. CARLUCCI -- read twice and ordered printed, and when printed to be committed to the Committee on Corporations, Authorities and Commissions -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

IN ASSEMBLY -- Introduced by M. of A. JAFFEE, ZEBROWSKI, CALHOUN, RABBITT -- read once and referred to the Committee on Corporations, Authorities and Commissions -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- again reported from said committee with amendments, ordered reprinted as amended and recommitted to said committee -- again reported from said committee with amendments, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the public authorities law, in relation to creating the Rockland health care corporation and providing for rights, powers, duties and jurisdiction

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Article 10-C of the public authorities law is amended by
2 adding a new title 7 to read as follows:

3 TITLE 7

4 ROCKLAND HEALTH CARE CORPORATION

5 SECTION 3647. SHORT TITLE.

6 3647-A. LEGISLATIVE FINDINGS AND PURPOSE.

7 3647-B. DEFINITIONS.

8 3647-C. ROCKLAND HEALTH CARE CORPORATION.

9 3647-D. TRANSFER OF OFFICERS AND EMPLOYEES; CIVIL SERVICE.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD11219-04-1

1 3647-E. GENERAL POWERS OF THE CORPORATION.
2 3647-F. SPECIAL POWERS OF THE CORPORATION.
3 3647-G. TRANSFER OF PROPERTY; RELATIONSHIP WITH THE COUNTY;
4 CERTAIN GIFTS, LOANS AND GUARANTEES BY THE COUNTY.
5 3647-H. BONDS OR NOTES OF THE CORPORATION.
6 3647-I. REMEDIES OF BONDHOLDERS.
7 3647-J. STATE AND COUNTY NOT LIABLE ON CORPORATION BONDS.
8 3647-K. MONIES OF THE CORPORATION.
9 3647-L. BONDS; LEGAL INVESTMENT FOR FIDUCIARIES.
10 3647-M. AGREEMENT WITH STATE.
11 3647-N. AGREEMENT WITH COUNTY.
12 3647-O. EXEMPTION FROM TAXES AND CERTAIN FEES.
13 3647-P. ACTIONS AGAINST CORPORATION.
14 3647-Q. AUDIT AND ANNUAL REPORTS.
15 3647-R. DEFENSE AND INDEMNIFICATION.
16 3647-S. TRANSFER OF APPLICATIONS, PROCEEDINGS, LICENSES,
17 APPROVALS AND PERMITS.
18 3647-T. SEPARABILITY.
19 3647-U. APPLICABILITY OF LAWS.

20 S 3647. SHORT TITLE. THIS TITLE SHALL BE KNOWN AND CITED AS THE "ROCK-
21 LAND HEALTH CARE CORPORATION ACT".

22 S 3647-A. LEGISLATIVE FINDINGS AND PURPOSE. THE LEGISLATURE HEREBY
23 FINDS AND DECLARES AS FOLLOWS:

24 1. THE NEEDS OF THE RESIDENTS OF THE STATE OF NEW YORK AND OF THE
25 COUNTY OF ROCKLAND CAN BEST BE SERVED BY A PUBLIC BENEFIT CORPORATION
26 HAVING THE LEGAL, FINANCIAL AND MANAGERIAL FLEXIBILITY TO TAKE FULL
27 ADVANTAGE OF OPPORTUNITIES AND CHALLENGES PRESENTED BY THE EVOLVING
28 HEALTH CARE ENVIRONMENT AND TO TAKE WHATEVER ACTIONS ARE NECESSARY TO
29 ENABLE THE CORPORATION'S CONTINUATION AS A SYSTEM THAT PROVIDES THE
30 FINEST POSSIBLE QUALITY OF HEALTH CARE CONSISTENT WITH COSTS.

31 2. IN ORDER TO ACCOMPLISH THE PURPOSES RECITED IN THIS SECTION TO
32 PROVIDE HEALTH CARE SERVICES AND HEALTH FACILITIES FOR THE BENEFIT OF
33 THE RESIDENTS OF THE STATE OF NEW YORK AND THE COUNTY OF ROCKLAND,
34 INCLUDING TO PERSONS IN NEED OF HEALTH CARE SERVICES WITHOUT THE ABILITY
35 TO PAY AS REQUIRED BY LAW, A PUBLIC BENEFIT CORPORATION TO BE KNOWN AS
36 THE ROCKLAND HEALTH CARE CORPORATION SHALL BE CREATED TO PROVIDE SUCH
37 SERVICES AND FACILITIES AND TO CARRY OUT SUCH PURPOSES; THAT THE
38 CREATION AND OPERATION OF THE ROCKLAND HEALTH CARE CORPORATION, AS HERE-
39 INAFTER PROVIDED, IS IN ALL RESPECTS FOR THE BENEFIT OF THE PEOPLE OF
40 THE STATE OF NEW YORK AND OF THE COUNTY OF ROCKLAND, AND IS A STATE,
41 COUNTY AND PUBLIC PURPOSE; AND THAT THE EXERCISE BY SUCH CORPORATION OF
42 THE FUNCTIONS, POWERS AND DUTIES AS HEREINAFTER PROVIDED CONSTITUTES THE
43 PERFORMANCE OF AN ESSENTIAL PUBLIC AND GOVERNMENTAL FUNCTION.

44 S 3647-B. DEFINITIONS. AS USED OR REFERRED TO IN THIS TITLE, UNLESS A
45 DIFFERENT MEANING CLEARLY APPEARS FROM THE CONTEXT:

46 1. "BOARD" SHALL MEAN THE BOARD OF DIRECTORS OF THE CORPORATION AS
47 ESTABLISHED BY SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-C OF THIS TITLE.

48 2. "BONDS" SHALL MEAN THE BONDS, NOTES OR OTHER EVIDENCES OF INDEBT-
49 EDNESS ISSUED BY THE CORPORATION PURSUANT TO THIS TITLE AND THE
50 PROVISIONS OF THIS TITLE RELATING TO BONDS AND BONDHOLDERS SHALL APPLY
51 WITH EQUAL FORCE AND EFFECT TO NOTES AND NOTEHOLDERS, RESPECTIVELY,
52 UNLESS THE CONTEXT OTHERWISE CLEARLY REQUIRES.

53 3. "CORPORATION" SHALL MEAN THE PUBLIC BENEFIT CORPORATION CREATED BY
54 SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-C OF THIS TITLE, KNOWN AS THE
55 ROCKLAND HEALTH CARE CORPORATION.

56 4. "COUNTY" SHALL MEAN THE COUNTY OF ROCKLAND.

1 5. "DEPARTMENT" SHALL MEAN THE DEPARTMENT OF HOSPITALS OF THE COUNTY.

2 6. "DIRECTOR" SHALL MEAN A VOTING DIRECTOR APPOINTED TO THE CORPO-
3 RATION PURSUANT TO SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-C OF THIS
4 TITLE.

5 7. "HEALTH FACILITY" SHALL MEAN A BUILDING, STRUCTURE OR UNIT OR ANY
6 IMPROVEMENT TO REAL PROPERTY, INCLUDING ALL NECESSARY AND USUAL ATTEND-
7 ANT AND RELATED EQUIPMENT, FACILITIES OR FIXTURES, OR ANY PART OR PARTS
8 THEREOF, OR ANY COMBINATION OR COMBINATIONS THEREOF, INCLUDING, BUT NOT
9 LIMITED TO, A GENERAL HOSPITAL, PSYCHIATRIC HOSPITAL, AMBULATORY CLINIC
10 OR CENTER, CHRONIC DISEASE HOSPITAL, NURSING HOME, PHYSICAL, MEDICAL
11 REHABILITATION HOSPITAL, LONG TERM ACUTE CARE FACILITY, EXTENDED-CARE
12 FACILITY, DISPENSARY OR LABORATORY OR ANY OTHER RELATED FACILITY, OR ANY
13 COMBINATION OF THE FOREGOING, CONSTRUCTED, ACQUIRED OR OTHERWISE
14 PROVIDED BY OR FOR THE USE OF THE CORPORATION OR THE COUNTY IN PROVIDING
15 HEALTH AND MEDICAL SERVICES TO THE PUBLIC.

16 8. "PROJECT" SHALL MEAN ANY HEALTH FACILITY, FACILITY, IMPROVEMENT,
17 BUILDING, LAND, RIGHTS IN LAND, EQUIPMENT, MACHINERY, APPARATUS,
18 FURNISHINGS, PROPERTY, REAL OR PERSONAL, CONTRACT RIGHT OR OPERATION,
19 THE PLANNING, DEVELOPMENT, FINANCING, ACQUISITION, CONSTRUCTION, RECON-
20 STRUCTION, REHABILITATION, RENOVATION, UNDERTAKING OR MAINTENANCE OF
21 WHICH IS AUTHORIZED TO BE UNDERTAKEN IN WHOLE OR IN PART BY THE CORPO-
22 RATION PURSUANT TO THIS TITLE, INCLUDING BUT NOT LIMITED TO THE CORPO-
23 RATION'S ACQUISITION OF FACILITIES OR PROPERTY FROM THE COUNTY PURSUANT
24 TO SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-G OF THIS TITLE.

25 S 3647-C. ROCKLAND HEALTH CARE CORPORATION. 1. (A) THERE IS HEREBY
26 CREATED A STATE BOARD TO BE KNOWN AS THE ROCKLAND HEALTH CARE CORPO-
27 RATION WHICH SHALL BE A BODY CORPORATE AND POLITIC CONSTITUTING A PUBLIC
28 BENEFIT CORPORATION.

29 (B) THE CORPORATION SHALL BE GOVERNED BY FIFTEEN VOTING DIRECTORS,
30 EIGHT OF WHOM SHALL BE APPOINTED BY THE GOVERNOR AS PROVIDED IN PARA-
31 GRAPHS (C) AND (D) OF THIS SUBDIVISION, THREE OF WHOM SHALL BE APPOINTED
32 BY THE COUNTY EXECUTIVE FOR INITIAL TERMS OF TWO YEARS, AND FOUR OF WHOM
33 SHALL BE APPOINTED BY THE COUNTY LEGISLATURE FOR INITIAL TERMS OF THREE
34 YEARS.

35 (C) OF THE EIGHT DIRECTORS APPOINTED BY THE GOVERNOR, THREE SHALL BE
36 APPOINTED UPON THE RECOMMENDATION OF THE COUNTY EXECUTIVE, THREE SHALL
37 BE APPOINTED UPON THE RECOMMENDATION OF THE CHAIRPERSON OF THE COUNTY
38 LEGISLATURE, ONE, WHO SHALL BE A RESIDENT OF ROCKLAND COUNTY, SHALL BE
39 APPOINTED UPON THE RECOMMENDATION OF THE SPEAKER OF THE ASSEMBLY AND
40 ONE, WHO SHALL BE A RESIDENT OF ROCKLAND COUNTY, SHALL BE APPOINTED UPON
41 THE RECOMMENDATION OF THE TEMPORARY PRESIDENT OF THE SENATE.

42 (D) OF THE DIRECTORS FIRST APPOINTED BY THE GOVERNOR, THE DIRECTOR
43 APPOINTED UPON THE RECOMMENDATION OF THE TEMPORARY PRESIDENT OF THE
44 SENATE, THE DIRECTOR APPOINTED UPON THE RECOMMENDATION OF THE SPEAKER OF
45 THE ASSEMBLY, ONE OF THE DIRECTORS APPOINTED UPON THE RECOMMENDATION OF
46 THE COUNTY EXECUTIVE AND ONE OF THE DIRECTORS APPOINTED UPON THE RECOM-
47 MENDATION OF THE CHAIRPERSON LEADER OF THE COUNTY LEGISLATURE SHALL
48 SERVE FOR AN INITIAL TERM OF FOUR YEARS. THE REMAINING DIRECTORS
49 APPOINTED BY THE GOVERNOR SHALL SERVE FOR AN INITIAL TERM OF TWO YEARS.
50 FOLLOWING THEIR INITIAL TERMS, DIRECTORS SHALL SERVE FOR A TERM OF FIVE
51 YEARS.

52 (E) EACH VOTING DIRECTOR SHOULD POSSESS A HIGH DEGREE OF EXPERIENCE
53 AND KNOWLEDGE IN RELEVANT FIELDS AND A HIGH DEGREE OF INTEREST IN THE
54 CORPORATION. THE APPOINTMENT OF ANY VOTING DIRECTOR TO THE CORPORATION
55 SHALL BE BASED IN PART ON THE OBJECTIVE OF ENSURING THAT THE CORPORATION
56 INCLUDES DIVERSE AND BENEFICIAL PERSPECTIVES AND EXPERIENCE, INCLUDING,

1 BUT NOT LIMITED TO, THOSE OF BUSINESS MANAGEMENT, LAW, FINANCE, MEDICAL
2 AND/OR OTHER HEALTH PROFESSIONALS, ELDERLY CARE, HEALTH SECTOR WORKERS,
3 AND THE PATIENT OR CONSUMER PERSPECTIVE.

4 (F) VACANCIES OCCURRING OTHERWISE THAN BY EXPIRATION OF TERM OF OFFICE
5 SHALL BE FILLED FOR THE UNEXPIRED TERMS IN THE MANNER PROVIDED FOR
6 ORIGINAL APPOINTMENT. ALL DIRECTORS AND NON-VOTING REPRESENTATIVES SHALL
7 CONTINUE TO HOLD OFFICE UNTIL THEIR SUCCESSORS ARE APPOINTED AND HAVE
8 QUALIFIED. VACANCIES SHALL BE FILLED IN THE SAME MANNER AS PROVIDED FOR
9 ORIGINAL APPOINTMENT. MEMBERS MAY BE REMOVED FROM OFFICE BY THE BOARD
10 FOR INEFFICIENCY, NEGLECT OF DUTY OR MISCONDUCT IN OFFICE, AFTER THE
11 BOARD HAS GIVEN SUCH MEMBER A COPY OF THE CHARGES AGAINST HIM OR HER OR
12 OPPORTUNITY TO BE HEARD IN PERSON OR BY COUNSEL IN HIS OR HER DEFENSE,
13 UPON NOT LESS THAN TEN DAYS NOTICE.

14 2. (A) THE VOTING DIRECTORS SHALL BY MAJORITY VOTE SELECT ONE OF THE
15 FIFTEEN VOTING DIRECTORS AS THE CHAIRPERSON OF THE BOARD. THE CHAIR-
16 PERSON SHALL PRESIDE OVER ALL MEETINGS OF THE BOARD AND SHALL HAVE SUCH
17 OTHER DUTIES AS THE VOTING DIRECTORS MAY DIRECT.

18 (B) THE VOTING DIRECTORS OF THE CORPORATION SHALL RECEIVE NO COMPEN-
19 SATION FOR THEIR SERVICES, BUT MAY BE REIMBURSED FOR THEIR ACTUAL
20 REASONABLE EXPENSES.

21 (C) THE POWERS OF THE CORPORATION SHALL BE VESTED IN AND SHALL BE
22 EXERCISED BY THE BOARD AT A MEETING DULY CALLED AND HELD WHERE A QUORUM
23 OF EIGHT VOTING DIRECTORS IS PRESENT. NO ACTION SHALL BE TAKEN BY THE
24 BOARD OF DIRECTORS EXCEPT PURSUANT TO THE FAVORABLE VOTE OF AT LEAST
25 EIGHT VOTING DIRECTORS PRESENT AT A MEETING AT WHICH SUCH ACTION IS
26 TAKEN.

27 3. THERE SHALL BE THREE NON-VOTING REPRESENTATIVES ON THE BOARD WHICH
28 SHALL INCLUDE THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION AS SELECTED
29 BY THE BOARD OF DIRECTORS PURSUANT TO SUBDIVISION FOUR OF THIS SECTION,
30 ONE REPRESENTATIVE SELECTED BY THE COUNTY EXECUTIVE, AND ONE REPRESENT-
31 TATIVE SELECTED BY THE COUNTY LEGISLATURE. SUCH REPRESENTATIVES SHALL
32 HAVE ALL OF THE RIGHTS AND POWERS OF THE VOTING DIRECTORS OTHER THAN THE
33 RIGHT AND POWER TO VOTE, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO
34 EQUAL ACCESS TO INFORMATION.

35 4. THE BOARD OF DIRECTORS SHALL SELECT AND SHALL DETERMINE THE SALARY
36 AND BENEFITS OF THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION. THE
37 CHIEF EXECUTIVE OFFICER SHALL SERVE AT THE PLEASURE OF THE BOARD OF
38 DIRECTORS PROVIDED, HOWEVER, THAT REMOVAL WITHOUT CAUSE SHALL NOT PREJU-
39 DICE THE CONTRACT RIGHTS, IF ANY, OF THE CHIEF EXECUTIVE OFFICER.

40 5. NOTWITHSTANDING ANY INCONSISTENT PROVISION OF ANY GENERAL, SPECIAL
41 OR LOCAL LAW, ORDINANCE, RESOLUTION OR CHARTER, NO OFFICER, MEMBER OR
42 EMPLOYEE OF THE STATE OR OF ANY PUBLIC CORPORATION SHALL FORFEIT HIS OR
43 HER OFFICE OR EMPLOYMENT BY REASON OF HIS OR HER ACCEPTANCE OF APPOINT-
44 MENT AS A VOTING DIRECTOR, NON-VOTING DIRECTOR, OFFICER, OR EMPLOYEE OF
45 THE CORPORATION, NOR SHALL SERVICE AS SUCH A VOTING DIRECTOR, NON-VOTING
46 DIRECTOR, OFFICER OR EMPLOYEE BE DEEMED INCOMPATIBLE OR IN CONFLICT WITH
47 SUCH OFFICE, OR EMPLOYMENT, PROVIDED, HOWEVER, THAT NO PUBLIC OFFICER
48 ELECTED TO HIS OR HER OFFICE PURSUANT TO THE LAWS OF THE STATE OR ANY
49 MUNICIPALITY THEREOF MAY SERVE AS A MEMBER OF THE GOVERNING BODY OF THE
50 CORPORATION DURING HIS OR HER TERM OF OFFICE.

51 6. THE CORPORATION AND ITS CORPORATE EXISTENCE SHALL CONTINUE UNTIL
52 TERMINATED BY LAW, PROVIDED, HOWEVER, THAT NO SUCH TERMINATION SHALL
53 TAKE EFFECT SO LONG AS THE CORPORATION SHALL HAVE BONDS OR OTHER OBLI-
54 GATIONS OUTSTANDING, UNLESS ADEQUATE PROVISION HAS BEEN MADE FOR THE
55 PAYMENT OR SATISFACTION THEREOF. UPON TERMINATION OF THE EXISTENCE OF
56 THE CORPORATION, ALL OF THE RIGHTS AND PROPERTIES OF THE CORPORATION

1 THEN REMAINING SHALL PASS TO AND VEST IN THE COUNTY IN SUCH MANNER AS
2 PRESCRIBED BY LAW.

3 7. CONTRACTS FOR PUBLIC WORKS OR PURCHASES TO WHICH THE CORPORATION IS
4 A PARTY SHALL BE SUBJECT TO THE PROVISIONS OF ARTICLE FIVE-A OF THE
5 GENERAL MUNICIPAL LAW EXCEPT AS PROVIDED IN SUBDIVISIONS EIGHT AND NINE
6 OF THIS SECTION PROVIDED, HOWEVER, THAT ANY PROCUREMENT LAWS CURRENTLY
7 APPLICABLE TO THE COUNTY BY VIRTUE OF ITS OWNERSHIP OF ANY HEALTH FACIL-
8 ITY TRANSFERRED TO THE CORPORATION SHALL ALSO APPLY TO THE CORPORATION.
9 IN ADDITION TO THE PROCEDURES PRESCRIBED UNDER SECTION ONE HUNDRED FOUR
10 OF THE GENERAL MUNICIPAL LAW FOR THE UTILIZATION OF THE TERMS OF STATE
11 CONTRACTS, THE CORPORATION MAY UTILIZE THE TERMS OF A FEDERAL GOVERNMENT
12 GENERAL SERVICES CONTRACT WHERE THE TERMS ARE TO THE ADVANTAGE OF THE
13 CORPORATION AND HAVE BEEN OFFERED TO THE CORPORATION BY THE CONTRACTOR.
14 WHEN BIDS HAVE ALREADY BEEN RECEIVED BY THE CORPORATION, NO PURCHASE
15 UNDER A FEDERAL GOVERNMENT GENERAL SERVICES CONTRACT SHALL BE MADE
16 UNLESS THE PURCHASE MAY BE MADE UPON THE SAME TERMS, CONDITIONS AND
17 SPECIFICATIONS AT A LOWER PRICE THROUGH SUCH CONTRACTOR.

18 8. IT IS THE INTENT OF THE LEGISLATURE THAT OVERALL COST SHOULD IN ALL
19 CASES BE A MAJOR CRITERION IN THE SELECTION OF PROJECT DEVELOPERS FOR
20 AWARD OF CONTRACTS PURSUANT TO THIS SECTION AND THAT, WHEREVER PRACTI-
21 CAL, SUCH CONTRACTS SHOULD BE ENTERED INTO PURSUANT TO THE PROVISIONS OF
22 SECTIONS ONE HUNDRED ONE AND ONE HUNDRED THREE OF THE GENERAL MUNICIPAL
23 LAW. IT IS FURTHER THE INTENT OF THE LEGISLATURE TO ACKNOWLEDGE THE
24 HIGHLY COMPLEX AND INNOVATIVE NATURE OF MEDICAL TECHNOLOGY, DIAGNOSTIC
25 AND TREATMENT DEVICES, THE RELATIVE NEWNESS OF A VARIETY OF DEVICES,
26 PROCESSES AND PROCEDURES NOW AVAILABLE, THE DESIRABILITY OF A SINGLE
27 POINT OF RESPONSIBILITY FOR THE DEVELOPMENT OF MEDICAL TREATMENT AND
28 DIAGNOSTIC FACILITIES AND THE ECONOMIC AND TECHNICAL UTILITY OF
29 CONTRACTS FOR MEDICAL PROJECTS WHICH INCLUDE IN THEIR SCOPE VARIOUS
30 COMBINATIONS OF DESIGN, CONSTRUCTION, OPERATION, MANAGEMENT AND/OR MAIN-
31 TENANCE RESPONSIBILITY OVER PROLONGED PERIODS OF TIME AND THAT IN SOME
32 INSTANCES IT MAY BE BENEFICIAL TO THE CORPORATION TO AWARD A CONTRACT
33 FOR A MEDICAL PROJECT ON THE BASIS OF FACTORS OTHER THAN CAPITAL COST
34 ALONE, INCLUDING BUT NOT LIMITED TO FACILITY DESIGN, SYSTEM RELIABILITY,
35 EFFICIENCY, SAFETY, ESTIMATED COMPLETION TIME, LONG-TERM OPERATING COSTS
36 AND COMPATIBILITY WITH OTHER ELEMENTS OF PATIENT CARE. ACCORDINGLY, AND
37 NOTWITHSTANDING THE PROVISIONS OF ANY GENERAL, SPECIAL OR LOCAL LAW OR
38 CHAPTER, A CONTRACT FOR A MEDICAL PROJECT ENTERED INTO BETWEEN THE
39 CORPORATION AND ANY PROJECT DEVELOPER PURSUANT TO THIS SECTION MAY BE
40 AWARDED PURSUANT TO PUBLIC BIDDING IN COMPLIANCE WITH SECTIONS ONE
41 HUNDRED ONE AND ONE HUNDRED THREE OF THE GENERAL MUNICIPAL LAW OR PURSU-
42 ANT TO THE FOLLOWING PROVISIONS FOR THE AWARD OF A CONTRACT BASED ON
43 EVALUATION OF PROPOSALS SUBMITTED IN RESPONSE TO A REQUEST FOR PROPOSALS
44 PREPARED BY OR FOR THE CORPORATION:

45 (A) THE CORPORATION SHALL REQUIRE THAT EACH PROPOSAL TO BE SUBMITTED
46 BY A PROJECT DEVELOPER SHALL INCLUDE:

47 (1) INFORMATION RELATING TO THE EXPERIENCE AND EXPERTISE OF THE
48 PROJECT DEVELOPER ON THE BASIS OF WHICH SAID PROJECT DEVELOPER PURPORTS
49 TO BE QUALIFIED TO CARRY OUT ALL WORK REQUIRED BY A PROPOSED CONTRACT;
50 THE ABILITY OF THE PROJECT DEVELOPER TO SECURE ADEQUATE FINANCING; AND
51 PROPOSALS FOR PROJECT STAFFING, IMPLEMENTATION OF WORK TASKS, AND THE
52 CARRYING OUT OF ALL RESPONSIBILITIES BY A PROPOSED CONTRACT;

53 (2) A PROPOSAL CLEARLY IDENTIFYING AND SPECIFYING ALL ELEMENTS OF COST
54 WHICH WOULD BECOME CHARGES TO THE CORPORATION, IN WHATEVER FORM, IN
55 RETURN FOR THE FULFILLMENT BY THE PROJECT DEVELOPER FOR THE FULL LIFE-
56 TIME OF A PROPOSED CONTRACT, INCLUDING, AS APPROPRIATE, BUT NOT LIMITED

1 TO THE COST OF PLANNING, DESIGN, CONSTRUCTION, OPERATION, MANAGEMENT
2 AND/OR MAINTENANCE OF ANY FACILITY, AND CLEARLY IDENTIFYING AND SPECIFY-
3 ING ALL ELEMENTS OF REVENUE WHICH WOULD ACCRUE TO THE CORPORATION FROM
4 THE OPERATION OF THE FACILITY; OR DEVICE OR FROM ANY OTHER SOURCE;
5 PROVIDED, THAT THE CORPORATION MAY PRESCRIBE THE FORM AND CONTENT OF
6 SUCH PROPOSAL AND THAT, IN ANY EVENT, THE PROJECT DEVELOPER MUST SUBMIT
7 SUFFICIENTLY DETAILED INFORMATION TO PERMIT A FAIR AND EQUITABLE EVALU-
8 ATION BY THE CORPORATION OF SUCH PROPOSAL; AND PROVIDED, FURTHER, THAT
9 THE CORPORATION MAY SET MAXIMUM ALLOWABLE COST LIMITS IN ANY FORM IN THE
10 REQUEST FOR PROPOSALS; AND

11 (3) SUCH OTHER INFORMATION AS THE CORPORATION MAY DETERMINE TO HAVE A
12 MATERIAL BEARING ON ITS ABILITY TO EVALUATE ANY PROPOSAL IN ACCORDANCE
13 WITH THIS PARAGRAPH.

14 (B) PRIOR TO THE ISSUANCE OF A REQUEST FOR PROPOSALS PURSUANT TO THIS
15 PARAGRAPH, THE CORPORATION SHALL PUBLISH NOTICE OF SUCH ISSUANCE IN AT
16 LEAST ONE NEWSPAPER OF GENERAL CIRCULATION. CONCURRENT WITH THE PUBLICA-
17 TION OF SUCH NOTICE A DRAFT REQUEST FOR PROPOSALS SHALL BE FILED WITH
18 THE COUNTY COMMISSIONER OF HEALTH.

19 (C) PROPOSALS RECEIVED IN RESPONSE TO SUCH REQUEST FOR PROPOSALS SHALL
20 BE EVALUATED BY THE CORPORATION AS TO NET CAPITAL COST OR, IF A NET
21 REVENUE IS PROJECTED, NET REVENUE, AND IN A MANNER CONSISTENT WITH
22 PROVISIONS SET FORTH IN THE REQUEST FOR PROPOSALS, AND MAY BE EVALUATED
23 ON THE BASIS OF ADDITIONAL FACTORS, INCLUDING BUT NOT LIMITED TO THE
24 TECHNICAL EVALUATION OF THE MEDICAL PROJECT INCLUDING MEDICAL FACILITY,
25 FACILITY DESIGN, SYSTEM RELIABILITY, ENERGY BALANCE, ANNUAL OPERATING
26 COST, ESTIMATED COMPLETION TIME AND EFFICIENCY. THE EVALUATION OF SUCH
27 PROPOSALS AND THE DETERMINATION OF WHETHER A PROJECT DEVELOPER IS
28 "RESPONSIBLE" MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, CONSIDERATION,
29 IN A MANNER CONSISTENT WITH PROVISIONS SET FORTH IN THE REQUEST FOR
30 PROPOSALS, THE RECORD OF THE PROJECT DEVELOPER IN COMPLYING WITH EXIST-
31 ING LABOR STANDARDS AND RECOGNIZING STATE AND FEDERALLY APPROVED APPREN-
32 TICE TRAINING PROGRAMS, AND THE WILLINGNESS OF THE PROJECT DEVELOPER TO
33 PROVIDE FOR MEANINGFUL PARTICIPATION OF WOMEN AND MINORITY GROUP PERSONS
34 AND BUSINESS ENTERPRISES IN THE CONDUCT OF THE WORK;

35 (D) THE CORPORATION MAY MAKE A CONTRACT AWARD TO ANY RESPONSIBLE
36 PROJECT DEVELOPER SELECTED PURSUANT TO PARAGRAPH (A) OF THIS SUBDIVISION
37 BASED ON A DETERMINATION BY THE CORPORATION THAT THE SELECTED PROPOSAL
38 IS MOST RESPONSIVE TO THE REQUEST FOR PROPOSALS AND MAY NEGOTIATE WITH
39 ANY PROJECT DEVELOPER, PROVIDED, HOWEVER, THAT IF ANY AWARD IS MADE TO
40 ANY PROJECT DEVELOPER WHOSE TOTAL PROPOSAL DOES NOT PROVIDE EITHER THE
41 LOWEST NET COST, OR IF A NET REVENUE IS PROJECTED, THE GREATEST NET
42 REVENUE, OF ANY PROPOSAL RECEIVED, THE CORPORATION SHALL ADOPT A RESOL-
43 UTION WHICH INCLUDES PARTICULARIZED FINDINGS RELEVANT TO FACTORS PURSU-
44 ANT TO SUCH PARAGRAPH INDICATING THAT THE CORPORATION'S REQUIREMENTS ARE
45 MET BY SUCH AWARD AND THAT SUCH ACTION IS IN THE PUBLIC INTEREST.

46 (E) WHENEVER THE CORPORATION ENTERS INTO A CONTRACT PURSUANT TO THIS
47 SECTION FOR A MEDICAL PROJECT WHICH INVOLVES CONSTRUCTION, THE
48 PROVISIONS OF SECTION TWO HUNDRED TWENTY OF THE LABOR LAW SHALL BE
49 APPLICABLE TO SUCH CONSTRUCTION WORK.

50 9. EVERY CONTRACT ENTERED INTO BETWEEN THE CORPORATION AND A PROJECT
51 DEVELOPER, PURSUANT TO THE PROVISIONS OF PARAGRAPH (D) OF SUBDIVISION
52 EIGHT OF THIS SECTION, FOR A MEDICAL PROJECT INVOLVING CONSTRUCTION OF A
53 MEDICAL BUILDING BY THE PROJECT DEVELOPER, SHALL CONTAIN PROVISIONS THAT
54 SUCH BUILDING SHALL BE CONSTRUCTED THROUGH CONSTRUCTION CONTRACTS
55 AWARDED THROUGH COMPETITIVE BIDDING IN ACCORDANCE WITH PARAGRAPHS (A)
56 THROUGH (G) OF THIS SUBDIVISION; THAT THE PROJECT DEVELOPER OR THE

PROJECT DEVELOPER'S CONSTRUCTION SUBCONTRACTOR SHALL FURNISH A BOND GUARANTEEING PROMPT PAYMENT OF MONEYS THAT ARE DUE TO ALL PERSONS FURNISHING LABOR AND MATERIALS PURSUANT TO THE REQUIREMENTS OF SUCH CONSTRUCTION CONTRACTS, AND THAT A COPY OF SUCH PAYMENT BOND SHALL BE KEPT BY THE CORPORATION AND SHALL BE OPEN TO PUBLIC INSPECTION; PROVIDED, HOWEVER, THAT THE REQUIREMENTS OF THIS SUBDIVISION SHALL NOT APPLY WHEN THE COST OF A CONSTRUCTION PROJECT IS LESS THAN ONE MILLION DOLLARS.

(A) THE PROJECT DEVELOPER SHALL ADVERTISE FOR BIDS FOR SUCH CONSTRUCTION CONTRACTS IN A DAILY NEWSPAPER HAVING GENERAL CIRCULATION IN THE COUNTY. SUCH ADVERTISEMENT SHALL CONTAIN A STATEMENT OF THE TIME AND PLACE WHERE ALL BIDS RECEIVED PURSUANT TO SUCH NOTICE WILL BE PUBLICLY OPENED AND READ. AN EMPLOYEE OF THE CORPORATION SHALL BE DESIGNATED TO OPEN THE BIDS AT THE TIME AND PLACE SPECIFIED IN THE NOTICE. ALL BIDS RECEIVED SHALL BE PUBLICLY OPENED AND READ AT THE TIME AND PLACE SO SPECIFIED. AT LEAST FIVE DAYS SHALL ELAPSE BETWEEN THE PUBLICATION OF SUCH ADVERTISEMENT AND DATE ON WHICH THE BIDS ARE OPENED.

(B) WHEN THE ENTIRE COST OF CONSTRUCTING SUCH BUILDING, EXCLUSIVE OF ANY MEDICAL EQUIPMENT, APPARATUS OR DEVICES, SHALL EXCEED ONE MILLION DOLLARS, THE PROJECT DEVELOPER SHALL PREPARE SEPARATE SPECIFICATIONS FOR THE FOLLOWING SUBDIVISIONS OF SUCH WORK, SO AS TO PERMIT SEPARATE AND INDEPENDENT BIDDING UPON EACH SUBDIVISION:

- (1) PLUMBING AND GAS FITTINGS;
- (2) STEAM HEATING, HOT WATER HEATING, VENTILATING AND AIR CONDITIONING APPARATUS; AND
- (3) ELECTRIC WIRING AND STANDARD ILLUMINATING FIXTURES.

(C) AFTER PUBLIC COMPETITIVE BIDDING, THE PROJECT DEVELOPER SHALL AWARD ONE OR MORE SEPARATE CONTRACTS FOR EACH OF THE ABOVE SUBDIVISIONS OF SUCH WORK, WHENEVER SEPARATE SPECIFICATIONS ARE REQUIRED PURSUANT TO PARAGRAPH (B) OF THIS SUBDIVISION, AND ONE OR MORE CONTRACTS FOR THE REMAINDER OF SUCH WORK. THE PROJECT DEVELOPER MAY AWARD SUCH CONTRACTS AT DIFFERENT TIMES. CONTRACTS AWARDED PURSUANT TO THIS PARAGRAPH SHALL BE AWARDED BY THE PROJECT DEVELOPER TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND SHALL BE CONTRACTS OF THE PROJECT DEVELOPER AND NOT OF THE CORPORATION WHICH SHALL HAVE NO OBLIGATION OR LIABILITIES, WHATSOEVER, THEREUNDER. THE PROJECT DEVELOPER SHALL HAVE THE RESPONSIBILITY FOR THE SUPERVISION, COORDINATION, AND TERMINATION OF SUCH CONTRACTS, UNLESS OTHERWISE SPECIFIED IN CONTRACTUAL TERMS BETWEEN THE PROJECT DEVELOPER AND THE CORPORATION.

(D) IN DETERMINING WHETHER A PROSPECTIVE CONTRACTOR IS RESPONSIBLE AND RESPONSIVE, THE PROJECT DEVELOPER MAY REQUIRE THAT PROSPECTIVE CONTRACTORS:

- (1) HAVE ADEQUATE FINANCIAL RESOURCES OR THE ABILITY TO OBTAIN SUCH RESOURCES;
- (2) BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY OR PERFORMANCE SCHEDULE;
- (3) HAVE A SATISFACTORY RECORD OF PERFORMANCE;
- (4) HAVE THE NECESSARY ORGANIZATION, EXPERIENCE, OPERATIONAL CONTROLS, AND TECHNICAL SKILLS, OR THE ABILITY TO OBTAIN THEM;
- (5) HAVE THE NECESSARY PRODUCTION, CONSTRUCTION AND TECHNICAL EQUIPMENT AND FACILITIES, OR THE ABILITY TO OBTAIN THEM; AND
- (6) BE ELIGIBLE TO RECEIVE AN AWARD UNDER APPLICABLE LAW AND REGULATIONS AND BE OTHERWISE QUALIFIED.

(E) THE PROJECT DEVELOPER MAY REJECT ANY BID FROM A BIDDER WHICH THE PROJECT DEVELOPER DETERMINES TO BE NON-RESPONSIBLE OR NON-RESPONSIVE TO THE ADVERTISEMENT FOR BIDS.

(F) THE PROJECT DEVELOPER MAY, IN ITS DISCRETION, REJECT ALL BIDS, AND MAY REVISE BID SPECIFICATIONS AND MAY RE-ADVERTISE FOR BIDS AS PROVIDED HEREIN.

(G) ONLY AS USED IN THIS SECTION:

(1) "PROJECT DEVELOPER" MEANS ANY PRIVATE CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR INDIVIDUAL, OR COMBINATION THEREOF WHICH HAS SUBMITTED A PROPOSAL IN RESPONSE TO A REQUEST FOR PROPOSALS;

(2) "CONSTRUCTION" SHALL INCLUDE RECONSTRUCTION, REHABILITATION OR IMPROVEMENT EXCLUSIVE OF THE INSTALLATION AND ASSEMBLY OF ANY MEDICAL EQUIPMENT, APPARATUS OR DEVICE;

(3) "MEDICAL BUILDING" MEANS THAT COMPONENT OF A MEDICAL PROJECT CONSTITUTING APPURTENANT STRUCTURES OR FACILITIES NECESSARY TO HOUSE OR RENDER THE REMAINING COMPONENTS OF THE MEDICAL PROJECT OPERATIONAL. MEDICAL BUILDING SHALL NOT INCLUDE APPARATUS, EQUIPMENT, DEVICES, SYSTEMS, SUPPLIES OR ANY COMBINATION THEREOF; AND

(4) "MEDICAL PROJECT" MEANS ANY SUBSTANTIAL DURABLE APPARATUS, EQUIPMENT, DEVICE OR SYSTEM, OR ANY COMBINATION OF THE FOREGOING, INCLUDING SERVICES NECESSARY TO INSTALL, ERECT, OR ASSEMBLE THE FOREGOING AND ANY APPURTENANT STRUCTURES OR FACILITIES NECESSARY TO HOUSE OR RENDER THE FOREGOING OPERATIONAL, TO BE USED FOR THE PURPOSE OF CARE, TREATMENT OR DIAGNOSIS OF DISEASE OR INJURY OR THE RELIEF OF PAIN AND SUFFERING OF SICK OR INJURED PERSONS. MEDICAL PROJECTS SHALL NOT INCLUDE ORDINARY SUPPLIES AND EQUIPMENT EXPENDED OR UTILIZED IN THE CUSTOMARY CARE AND TREATMENT OF PATIENTS.

10. (A) FOR PURPOSES OF APPLYING SECTION EIGHTY-SEVEN OF THE PUBLIC OFFICERS LAW, TO THE CORPORATION, THE TERM "TRADE SECRETS" SHALL INCLUDE MARKETING STRATEGY OR STRATEGIC MARKETING PLANS, ANALYSES, EVALUATIONS AND PRICING STRATEGIES OR PRICING COMMITMENTS OF THE CORPORATION, RELATING TO THE BUSINESS DEVELOPMENT, WHICH, IF DISCLOSED, WOULD BE LIKELY TO INJURE THE COMPETITIVE POSITION OF THE CORPORATION.

(B) IN ADDITION TO THE MATTERS LISTED IN SECTION ONE HUNDRED FIVE OF THE PUBLIC OFFICERS LAW, THE CORPORATION MAY CONDUCT AN EXECUTIVE SESSION FOR THE PURPOSE OF CONSIDERING MARKETING STRATEGY OR STRATEGIC MARKETING PLANS, ANALYSES, EVALUATIONS AND PRICING STRATEGIES OF THE CORPORATION, RELATING TO BUSINESS DEVELOPMENT, WHICH, IF DISCLOSED, WOULD BE LIKELY TO INJURE THE COMPETITIVE POSITION OF THE CORPORATION.

S 3647-D. TRANSFER OF OFFICERS AND EMPLOYEES; CIVIL SERVICE. 1. (A) ON THE EFFECTIVE DATE OF THE TRANSFER OF THE FACILITIES AND OPERATIONS OF THE COUNTY TO THE CORPORATION PURSUANT TO AN AGREEMENT BETWEEN THE COUNTY AND THE CORPORATION AS AUTHORIZED IN THIS TITLE, OFFICERS AND EMPLOYEES EMPLOYED IN A DEPARTMENT OR AGENCY OF THE COUNTY SHALL BECOME OFFICERS AND EMPLOYEES OF THE CORPORATION WITH EQUIVALENT OFFICES, POSITIONS AND EMPLOYMENT THEREWITH AND SHALL BE DEEMED PUBLIC OFFICERS OR PUBLIC EMPLOYEES FOR ALL PURPOSES.

(B) IN ACCORDANCE WITH THE PROVISIONS OF SECTION SEVENTY OF THE CIVIL SERVICE LAW, FOR A PERIOD NOT TO EXTEND BEYOND SIX MONTHS FROM THE EFFECTIVE DATE OF THE TRANSFER OF ANY FACILITIES AND OPERATIONS OF THE COUNTY PURSUANT TO AN AGREEMENT BETWEEN THE COUNTY AND THE CORPORATION AS AUTHORIZED IN THIS TITLE, ANY OTHER OFFICER OR EMPLOYEE OF THE COUNTY MAY, AT THE REQUEST OF THE CORPORATION AND WITH THE CONSENT OF THE COUNTY EXECUTIVE AND THE OFFICER OR EMPLOYEE, BE TRANSFERRED TO THE CORPORATION AND SHALL BE ELIGIBLE FOR SUCH TRANSFER AND APPOINTMENT, WITHOUT FURTHER EXAMINATION, TO APPLICABLE OFFICES, POSITIONS AND EMPLOYMENT UNDER THE CORPORATION.

(C) ANY PERSON WHO, AT THE TIME HE OR SHE BECOMES AN OFFICER OR EMPLOYEE OF THE CORPORATION PURSUANT TO PARAGRAPH (A) OR (B) OF THIS

SUBDIVISION, HAS A TEMPORARY OR PROVISIONAL APPOINTMENT SHALL BE TRANSFERRED SUBJECT TO THE SAME RIGHT OF REMOVAL, EXAMINATION OR TERMINATION AS THOUGH SUCH TRANSFER HAD NOT BEEN MADE EXCEPT TO THE EXTENT SUCH RIGHTS ARE MODIFIED BY A COLLECTIVE BARGAINING AGREEMENT.

(D) THERE SHALL BE NO LAYOFFS OF ANY OFFICERS OR EMPLOYEES OF THE CORPORATION WHICH ARE A DIRECT CONSEQUENCE OF THE ENACTMENT OF THIS TITLE. THERE SHALL BE A PRESUMPTION THAT ANY LAYOFFS OCCURRING MORE THAN TWENTY-FOUR MONTHS AFTER THE EFFECTIVE TRANSFER DATE DESCRIBED IN THIS SUBDIVISION SHALL BE DEEMED NOT TO BE SUCH A DIRECT CONSEQUENCE.

(E) NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED TO PREVENT THE ELIMINATION OF ANY SERVICE AT ANY TIME AS A RESULT OF THE ELIMINATION OF STATE OR FEDERAL ASSISTANCE, THE ELIMINATION OF AVAILABLE REVENUE REIMBURSEMENT, LOSS OF CERTIFICATION OR LICENSURE, OR LOSS OF FINANCIAL VIABILITY.

2. THE CORPORATION SHALL BE BOUND BY ALL EXISTING COLLECTIVE BARGAINING AGREEMENTS IN EFFECT WITH EMPLOYEE ORGANIZATIONS REPRESENTING ANY EMPLOYEES TRANSFERRED TO THE CORPORATION PURSUANT TO PARAGRAPH (A) OR (B) OF SUBDIVISION ONE OF THIS SECTION; ALL EXISTING TERMS AND CONDITIONS OF EMPLOYMENT SHALL REMAIN IN EFFECT UNTIL ALTERED BY THE TERMS OF A SUCCESSOR CONTRACT WITH THE CORPORATION; SUCCESSOR EMPLOYEES TO THE POSITIONS HELD BY SUCH EMPLOYEES SHALL, CONSISTENT WITH THE PROVISIONS OF ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW, BE INCLUDED IN THE SAME UNIT AS THEIR PREDECESSORS. EMPLOYEES SERVICING IN POSITIONS IN NEWLY CREATED TITLES SHALL BE ASSIGNED TO THE APPROPRIATE BARGAINING UNIT. IF THERE ARE NO COLLECTIVE BARGAINING AGREEMENTS IN EFFECT AT THE TIME SUCH EMPLOYEES ARE TRANSFERRED TO THE CORPORATION, THE CORPORATION SHALL ESTABLISH NEW BARGAINING UNITS UNIQUE TO THE CORPORATION FOR PURPOSES OF REACHING COLLECTIVE BARGAINING AGREEMENTS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO AFFECT:

(A) THE RIGHTS OF EMPLOYEES PURSUANT TO A COLLECTIVE BARGAINING AGREEMENT;

(B) THE REPRESENTATIONAL RELATIONSHIPS AMONG EMPLOYEE ORGANIZATIONS OR THE BARGAINING RELATIONSHIPS BETWEEN THE COUNTY, STATE AND AN EMPLOYEE ORGANIZATION; OR

(C) EXISTING LAW WITH RESPECT TO AN APPLICATION TO THE PUBLIC EMPLOYMENT RELATIONS BOARD SEEKING DESIGNATION BY THE BOARD THAT CERTAIN PERSONS ARE MANAGERIAL OR CONFIDENTIAL. NOTHING HEREIN SHALL PRECLUDE THE MERGER OF NEGOTIATING UNITS OF EMPLOYEES WITH THE CONSENT OF THE RECOGNIZED OR CERTIFIED REPRESENTATIVES OF SUCH UNITS.

3. THE SALARY OR COMPENSATION OF ANY SUCH OFFICER OR EMPLOYEE, AFTER SUCH TRANSFER, SHALL BE PAID BY THE CORPORATION. THE CORPORATION SHALL, UPON TRANSFER, ACKNOWLEDGE AND GIVE CREDIT FOR ALL LEAVE BALANCES HELD BY SUCH OFFICERS AND EMPLOYEES ON THE DATE OF TRANSFER.

4. THE CORPORATION SHALL BE SUBJECT TO THE CIVIL SERVICE LAW.

S 3647-E. GENERAL POWERS OF THE CORPORATION. SUBJECT TO THIS TITLE, THE CIVIL PRACTICE LAW AND RULES, THE PUBLIC HEALTH LAW, THE MENTAL HYGIENE LAW, THE SOCIAL SERVICES LAW, THE EDUCATION LAW OR ANY OTHER APPLICABLE LAW OR REGULATION, THE CORPORATION SHALL HAVE POWER:

1. TO SUE AND BE SUED;

2. TO HAVE A SEAL AND ALTER THE SAME AT PLEASURE;

3. TO BORROW MONEY AND ISSUE BONDS FOR ANY OF ITS CORPORATE PURPOSES OR ITS PROJECTS, OR TO REFUND THE SAME, AND TO PROVIDE FOR THE RIGHTS OF THE HOLDERS THEREOF;

4. TO MAKE AND ALTER BY-LAWS FOR ITS ORGANIZATION AND MANAGEMENT, AND, SUBJECT TO AGREEMENTS WITH ITS BONDHOLDERS, TO MAKE AND ALTER RULES AND

1 REGULATIONS GOVERNING THE EXERCISE OF ITS POWERS AND THE FULFILLMENT OF
2 ITS PURPOSES UNDER THIS TITLE;

3 5. (A) TO ACQUIRE BY PURCHASE, GRANT, LEASE, GIFT, OR OTHERWISE AND TO
4 HOLD AND USE PROPERTY NECESSARY, CONVENIENT OR DESIRABLE TO CARRY OUT
5 ITS CORPORATE PURPOSES, AND TO SELL, CONVEY, MORTGAGE, LEASE, PLEDGE,
6 EXCHANGE OR OTHERWISE DISPOSE OF ANY SUCH PROPERTY IN SUCH MANNER AS THE
7 CORPORATION SHALL DETERMINE;

8 (B) TO ACQUIRE BY CONDEMNATION PURSUANT TO THE PROVISIONS OF THE
9 EMINENT DOMAIN PROCEDURE LAW ANY REAL PROPERTY WITHIN THE COUNTY
10 REQUIRED BY THE CORPORATION TO CARRY OUT THE POWERS GRANTED BY THIS
11 TITLE WITH THE APPROVAL OF BOTH THE COUNTY LEGISLATURE AND THE COUNTY
12 EXECUTIVE;

13 6. TO ACQUIRE, CONSTRUCT, LEASE, EXPAND, IMPROVE, MAINTAIN, EQUIP,
14 FURNISH, OPERATE ONE OR MORE PROJECTS AND, IF NECESSARY, TO PAY OR,
15 FINANCE THE COST THEREOF;

16 7. TO ACCEPT GIFTS, GRANTS, LOANS OR CONTRIBUTIONS OF FUNDS OR PROPER-
17 TY OR FINANCIAL OR OTHER AID IN ANY FORM FROM, AND ENTER INTO CONTRACTS
18 OR OTHER TRANSACTIONS WITH, THE FEDERAL GOVERNMENT, THE STATE, THE COUN-
19 TY OR ANY PUBLIC CORPORATION OR ANY OTHER SOURCE, AND TO USE ANY SUCH
20 GIFTS, GRANTS, LOANS OR CONTRIBUTIONS FOR ANY OF ITS CORPORATE PURPOSES;

21 8. TO GRANT OPTIONS TO RENEW ANY LEASE WITH RESPECT TO ANY PROJECT OR
22 PROJECTS AND TO GRANT OPTIONS TO BUY ANY PROJECT AT SUCH PRICE AS THE
23 CORPORATION MAY DEEM DESIRABLE;

24 9. TO DESIGNATE THE DEPOSITORIES OF ITS MONEY;

25 10. TO ESTABLISH ITS FISCAL YEAR;

26 11. TO ENTER INTO CONTRACTS AND TO EXECUTE ALL INSTRUMENTS NECESSARY
27 OR CONVENIENT OR DESIRABLE FOR THE PURPOSES OF THE CORPORATION TO CARRY
28 OUT ANY POWERS EXPRESSLY GIVEN TO IT IN THIS TITLE;

29 12. TO APPOINT SUCH OFFICERS, EMPLOYEES AND AGENTS AS THE CORPORATION
30 MAY REQUIRE FOR THE PERFORMANCE OF ITS DUTIES AND TO FIX AND DETERMINE
31 THEIR QUALIFICATIONS, DUTIES, AND COMPENSATION SUBJECT TO THE PROVISIONS
32 OF THE CIVIL SERVICE LAW AND ANY APPLICABLE COLLECTIVE BARGAINING AGREE-
33 MENT, AND TO RETAIN OR EMPLOY COUNSEL, AUDITORS, ENGINEERS AND PRIVATE
34 CONSULTANTS ON A CONTRACT BASIS, OR OTHERWISE FOR RENDERING PROFES-
35 SIONAL, MANAGEMENT OR TECHNICAL SERVICES AND ADVICE;

36 13. TO USE EMPLOYEES, AGENTS, CONSULTANTS AND FACILITIES OF THE COUN-
37 TY, PAYING THE COUNTY ITS AGREED PROPORTION OF THE COMPENSATION OR COSTS
38 PURSUANT TO AN AGREEMENT WITH THE COUNTY;

39 14. TO MAKE AND ADOPT PLANS, SURVEYS AND STUDIES NECESSARY, CONVENIENT
40 OR DESIRABLE TO THE EFFECTUATION OF THE PURPOSES AND POWERS OF THE
41 CORPORATION AND TO PREPARE RECOMMENDATIONS IN REGARD THERETO;

42 15. EXCEPT WHERE OTHERWISE PROVIDED BY LAW OR REGULATION, TO FIX AND
43 COLLECT RATES, RENTALS, FEES AND OTHER CHARGES FOR THE SERVICES RENDERED
44 BY OR FOR USE OF THE FACILITIES OR IN THE EXERCISE OF THE POWERS OF THE
45 CORPORATION;

46 16. TO ENTER UPON SUCH LANDS, WATERS OR PREMISES AS IN THE LODGMET OF
47 THE CORPORATION MAY BE NECESSARY, CONVENIENT OR DESIRABLE FOR THE
48 PURPOSE OF MAKING SURVEYS, SOUNDINGS, BORINGS AND EXAMINATIONS TO ACCOM-
49 PLISH ANY PURPOSE AUTHORIZED BY THIS TITLE, THE CORPORATION BEING LIABLE
50 FOR ACTUAL DAMAGE DONE;

51 17. TO INSURE OR OTHERWISE TO PROVIDE FOR THE INSURANCE OF THE CORPO-
52 RATION'S PROPERTY OR OPERATIONS AND ALSO CONTRACT AGAINST SUCH OTHER
53 RISKS AS THE CORPORATION MAY DEEM ADVISABLE, INCLUDING THE INTEREST RATE
54 RISK FOR OBLIGATIONS IT ISSUES BEARING INTEREST AT A FLOATING OR OTHER-
55 WISE ADJUSTABLE RATE WHICH PREVENTS THE ACTUAL RATE OVER THE TERM OF THE

DEBT FROM BEING ASCERTAINED AT THE DATE OF ITS INCURRENCE, AND INCLUDING THE POWER TO MAKE ANY PAYMENTS WITH RESPECT THERETO; AND

18. TO DO ALL THINGS NECESSARY, CONVENIENT OR DESIRABLE, INCLUDING ANCILLARY AND INCIDENTAL ACTIVITIES, TO CARRY OUT ITS PURPOSES AND FOR THE EXERCISE OF THE POWERS GRANTED IN THIS TITLE.

S 3647-F. SPECIAL POWERS OF THE CORPORATION. IN ORDER TO EFFECTUATE THE PURPOSES OF THIS TITLE, THE CORPORATION SHALL HAVE THE FOLLOWING ADDITIONAL POWERS, SUBJECT TO THIS TITLE, THE CIVIL PRACTICE LAW AND RULES, THE PUBLIC HEALTH LAW, THE MENTAL HYGIENE LAW, THE SOCIAL SERVICES LAW, THE EDUCATION LAW AND ANY OTHER APPLICABLE LAW OR REGULATION:

1. TO OPERATE, MANAGE, SUPERINTEND AND CONTROL ANY HEALTH FACILITY UNDER ITS JURISDICTION AND TO REPAIR, MAINTAIN AND OTHERWISE KEEP UP ANY SUCH HEALTH FACILITY; AND TO ESTABLISH AND COLLECT FEES, RENTALS, AND OTHER CHARGES FOR THE SALE, LEASE OR SUBLEASE OF ANY SUCH HEALTH FACILITY, SUBJECT TO THE TERMS AND CONDITIONS OF ANY CONTRACT, LEASE, SUBLEASE OR OTHER AGREEMENT WITH THE COUNTY;

2. TO PROVIDE HEALTH AND MEDICAL SERVICES FOR THE PUBLIC DIRECTLY OR BY AGREEMENT OR LEASE WITH ANY PERSON, FIRM OR PRIVATE OR PUBLIC CORPORATION OR ASSOCIATION THROUGH OR IN THE HEALTH FACILITIES OF THE CORPORATION OR OTHERWISE AND TO MAKE INTERNAL POLICIES GOVERNING ADMISSIONS AND HEALTH AND MEDICAL SERVICES; AND TO ESTABLISH AND COLLECT FEES AND OTHER CHARGES FOR THE PROVISION OF SUCH HEALTH AND MEDICAL SERVICES; AND TO PROVIDE AND MAINTAIN RESIDENT PHYSICIAN AND INTERN MEDICAL SERVICES; AND TO SPONSOR AND CONDUCT RESEARCH, EDUCATIONAL AND TRAINING PROGRAMS;

3. TO ENTER INTO CONTRACTS, LEASES AND OTHER AGREEMENTS FOR THE PURPOSE OF AFFILIATING WITH A MEDICAL COLLEGE OR RELATED EDUCATIONAL AGENCY OR INSTITUTION IN CONJUNCTION WITH THE CORPORATION'S HEALTH FACILITIES, WHICH AGREEMENTS MAY PROVIDE FOR THE MANAGEMENT, OPERATION AND STAFFING OF HEALTH FACILITIES, THE RECONSTRUCTION, RENOVATION OR ADDITION TO HEALTH FACILITIES; THE PROVISION OF NECESSARY FACILITIES, UTILITIES AND SERVICES; AND SUCH OTHER CONDITIONS OR FEATURES NECESSARY AND PROPER FOR SUCH PURPOSE AND FOR THE PUBLIC HEALTH AND GENERAL WELFARE;

4. TO DETERMINE THE CONDITIONS UNDER WHICH A PHYSICIAN MAY BE EXTENDED THE PRIVILEGE OF PRACTICING WITHIN A HEALTH FACILITY UNDER THE JURISDICTION OF THE CORPORATION, AND TO PROMULGATE REASONABLE INTERNAL POLICIES FOR THE CONDUCT OF ALL PERSONS, PHYSICIANS AND NURSES WITHIN SUCH FACILITY; AND

5. (A) EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE LAW OR REGULATION, TO EXERCISE AND PERFORM ALL OR PART OF ITS PURPOSES, POWERS, DUTIES, FUNCTIONS OR ACTIVITIES THROUGH ONE OR MORE SUBSIDIARY ENTITIES OWNED OR CONTROLLED WHOLLY OR IN PART BY THE CORPORATION, WHICH SHALL BE FORMED PURSUANT TO THE BUSINESS CORPORATION LAW, THE LIMITED LIABILITY COMPANY LAW, OR THE NOT-FOR-PROFIT CORPORATION LAW, IN EACH CASE SUBJECT TO ALL THE LIMITATIONS PROVIDED IN THIS TITLE.

(B) ANY SUCH SUBSIDIARY MAY BE AUTHORIZED TO ACT AS A GENERAL OR LIMITED PARTNER IN A PARTNERSHIP OR AS A MEMBER OF A LIMITED LIABILITY COMPANY, AND ENTER INTO AN ARRANGEMENT CALLING FOR AN INITIAL AND SUBSEQUENT PAYMENT BY SUCH SUBSIDIARY IN CONSIDERATION OF AN INTEREST IN REVENUES OR OTHER CONTRACTUAL RIGHTS.

(C) AN ENTITY SHALL BE DEEMED A SUBSIDIARY WHENEVER AND SO LONG AS (1) MORE THAN HALF OF ANY VOTING SHARES OF SUCH SUBSIDIARY ARE OWNED OR HELD BY THE CORPORATION OR (2) A MAJORITY OF THE DIRECTORS, TRUSTEES OR MEMBERS OF SUCH SUBSIDIARY ARE DESIGNEES OF THE CORPORATION.

1 (D) THE CORPORATION MAY TRANSFER TO ANY SUBSIDIARY ENTITY ANY MONIES,
2 REAL OR PERSONAL OR MIXED PROPERTY IN ORDER TO CARRY OUT THE PURPOSES OF
3 THIS TITLE, SUBJECT TO THE RIGHTS OF THE HOLDERS OF ANY BONDS OF THE
4 CORPORATION.

5 (E) ANY SUBSIDIARY WHICH PROVIDES HEALTH CARE SERVICES PREVIOUSLY
6 PROVIDED BY THE COUNTY AND TRANSFERRED BY THE CORPORATION TO THE SUBSID-
7 IARY SHALL COMPLY WITH AND BE SUBJECT TO SUBDIVISION NINE OF THIS
8 SECTION AND SUBDIVISIONS SEVEN THROUGH TEN INCLUSIVE OF SECTION THIRTY-
9 SIX HUNDRED FORTY-SEVEN-C, SECTIONS THIRTY-SIX HUNDRED FORTY-SEVEN-K,
10 THIRTY-SIX HUNDRED FORTY-SEVEN-O, THIRTY-SIX HUNDRED FORTY-SEVEN-Q,
11 THIRTY-SIX HUNDRED FORTY-SEVEN-R AND THIRTY-SIX HUNDRED FORTY-SEVEN-S OF
12 THIS TITLE AS APPLICABLE. THE TRANSFER OF ANY MONIES, REAL OR PERSONAL
13 OR MIXED PROPERTY TO A SUBSIDIARY SHALL BE GOVERNED BY ANY RESTRICTIONS
14 OR LIMITATIONS AS THE COUNTY MAY ESTABLISH IN THE AGREEMENT BETWEEN THE
15 COUNTY AND THE CORPORATION AS DESCRIBED IN SUBDIVISION ONE OF SECTION
16 THIRTY-SIX HUNDRED FORTY-SEVEN-G OF THIS TITLE.

17 (F) ANY MATERIAL CHANGE IN THE OPERATION OF A HEALTH FACILITY THAT
18 OCCURS PURSUANT TO A TRANSFER OR AGREEMENT BETWEEN THE CORPORATION AND
19 ANY OF ITS SUBSIDIARIES SHALL REQUIRE THE BOARD OF SUCH CORPORATION OR
20 SUBSIDIARY TO PROVIDE WRITTEN NOTICE OF SUCH TRANSFER OR AGREEMENT TO
21 THE COUNTY EXECUTIVE AND MAJORITY LEADER AND MINORITY LEADER OF THE
22 COUNTY LEGISLATURE WITHIN SEVEN DAYS OF SUCH TRANSFER.

23 6. TO CONTRACT WITH THE COUNTY FOR RELATED PUBLIC HEALTH SERVICES TO
24 BE DETERMINED BY THE COUNTY AND THE CORPORATION.

25 7. TO NEGOTIATE AND MAKE ANY PAYMENTS IN LIEU OF TAXES WITH A POLI-
26 TICAL SUBDIVISION WHERE THE CORPORATION HOLDS REAL ESTATE.

27 8. TO CONTRACT WITH THE COUNTY TO PROVIDE, IN WHOLE OR IN PART, HEALTH
28 CARE SERVICES, AND TO OPERATE FACILITIES AND PROGRAMS WHICH PROVIDE
29 HEALTH CARE SERVICES.

30 9. TO PROVIDE UNCOMPENSATED CARE TO PERSONS IN NEED OF HEALTH CARE
31 SERVICES WITHOUT THE ABILITY TO PAY.

32 S 3647-G. TRANSFER OF PROPERTY; RELATIONSHIP WITH THE COUNTY; CERTAIN
33 GIFTS, LOANS AND GUARANTEES BY THE COUNTY. 1. (A) BY COUNTY RESOLUTION
34 ONLY, THE COUNTY MAY CONTRACT, SELL, CONVEY, LOAN, LICENSE THE USE OF,
35 OR LEASE TO THE CORPORATION ANY PROPERTY OR ASSETS (EXCEPT MONIES APPRO-
36 PRIATED BY THE COUNTY AND PAYABLE TO THE CORPORATION PURSUANT TO SUBDI-
37 VISION THREE AND PARAGRAPH (A) OF SUBDIVISION FOUR OF THIS SECTION),
38 WHICH ARE USEFUL IN CONNECTION WITH THE EXERCISE BY THE CORPORATION OF
39 ANY OF ITS POWERS UNDER THIS TITLE IN ORDER TO TRANSFER THE FACILITIES
40 AND OPERATIONS IN WHOLE OR IN PART OF ANY FACILITY, OPERATION OR PROGRAM
41 OF THE COUNTY OF ROCKLAND PROVIDING HEALTH CARE SERVICES, WHETHER OR NOT
42 THE PROVISION OF SUCH FACILITY, OPERATION OR PROGRAM BY THE COUNTY IS
43 SPECIFICALLY MANDATED BY STATE LAW, TO THE CORPORATION BY AGREEMENT
44 BETWEEN THE COUNTY AND THE CORPORATION AND ANY SUBSEQUENT RENEWAL OR
45 AMENDMENT THEREOF. THE POWERS CONFERRED UPON THE COUNTY HEREIN TO SELL,
46 CONVEY, LOAN, LICENSE THE USE OF OR LEASE PROPERTY OR ASSETS OF THE
47 COUNTY TO THE CORPORATION ARE IN ADDITION TO ANY OTHER POWERS GRANTED TO
48 THE COUNTY BY LAW RELATING TO THE SALE, CONVEYANCE, ALIENATION, LEASING,
49 LICENSING OR LOANING OF REAL OR PERSONAL PROPERTY AND ARE NOT SUBJECT TO
50 ANY LAW TO THE EXTENT INCONSISTENT HERewith.

51 (B) ANY SUCH CONTRACT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE SHALL
52 BE UPON SUCH TERMS AND CONDITIONS, FOR SUCH CONSIDERATION WHICH MAY
53 INCLUDE CASH, SERVICES OR ANY COMBINATION THEREOF WHICH THE COUNTY
54 DETERMINES TO BE IN THE BEST INTERESTS OF THE CITIZENS AND TAXPAYERS OF
55 THE COUNTY AND FOR SUCH TERM OR TERMS OF YEARS, SUBJECT TO THE RIGHTS OF
56 THE HOLDERS OF ANY BONDS, AS THE CORPORATION AND THE COUNTY MAY AGREE.

1 NO REAL PROPERTY OF THE COUNTY CONSISTING OF ANY HEALTH FACILITY
2 CURRENTLY OPERATED IN ROCKLAND COUNTY SHALL BE TRANSFERRED TO THE CORPO-
3 RATION IN FEE, EXCEPT UNDER SUCH RESTRICTIONS REGARDING RIGHTS OF FIRST
4 REFUSAL, OR OTHER RIGHTS, TO REPURCHASE THE PROPERTY AS THE ROCKLAND
5 COUNTY LEGISLATURE SHALL APPROVE BY ACT. ANY SUCH CONTRACT, SALE,
6 CONVEYANCE, LEASE, LOAN OR LICENSE SHALL NOT BE SUBJECT TO REFERENDUM,
7 PERMISSIVE OR MANDATORY. IN THE EVENT THAT THE COUNTY CONTRACTS, SELLS,
8 CONVEYS, LOANS, LICENSES OR LEASES ANY PROPERTY OR ASSETS TO THE CORPO-
9 RATION, THE COUNTY MAY CONTRACT WITH THE CORPORATION TO LEASE, BORROW,
10 LICENSE, OPERATE, MAINTAIN, MANAGE AND PROVIDE SERVICES FOR SUCH FACILI-
11 TIES UPON SUCH TERMS AND CONDITIONS AND FOR SUCH TERM OR TERMS OF YEARS,
12 SUBJECT TO THE RIGHTS OF HOLDERS OF BONDS, AS THE CORPORATION AND THE
13 COUNTY MAY AGREE. THE CORPORATION, IN FURTHERANCE OF ANY PURCHASE,
14 CONVEYANCE OR LEASE OF ANY PROPERTY OR FACILITY FROM THE COUNTY, MAY
15 ASSUME THE PRIMARY RESPONSIBILITY FOR THE PAYMENT OF THE PRINCIPAL AND
16 INTEREST ON ANY BONDS OR NOTES ISSUED BY THE COUNTY FOR SUCH PROPERTY OR
17 FACILITY.

18 (C) UPON THE TERMS AND CONDITIONS AND ON THE EFFECTIVE DATE SET FORTH
19 IN THE AGREEMENT BETWEEN THE COUNTY AND THE CORPORATION ENTERED INTO
20 PURSUANT TO PARAGRAPH (A) OF THIS SUBDIVISION, SUCH DEPARTMENTS, AGEN-
21 CIES, FACILITIES, SERVICES AND OTHER RIGHTS AND INTEREST OF THE COUNTY
22 PERTAINING TO HEALTH CARE SERVICES AS THE COUNTY OR CORPORATION MAY
23 AGREE SHALL BE TRANSFERRED TO THE CORPORATION. UPON ANY SUCH TRANSFER,
24 THE COUNTY IS AUTHORIZED TO RESTRUCTURE OR ELIMINATE ALL SUCH DEPART-
25 MENTS, AGENCIES OR FACILITIES.

26 2. THE COUNTY MAY ACQUIRE BY PURCHASE, LEASE, OR CONDEMNATION PURSUANT
27 TO THE EMINENT DOMAIN PROCEDURE LAW, REAL PROPERTY IN THE NAME OF THE
28 COUNTY FOR ANY CORPORATE PURPOSE OF THE CORPORATION.

29 3. (A) IN ADDITION TO ANY OTHER POWERS GRANTED TO IT BY LAW AND
30 CONSISTENT WITH THE CONSTITUTION AND OTHER PROVISIONS OF LAW, THE COUNTY
31 MAY, FROM TIME TO TIME, APPROPRIATE SUMS OF MONEY TO DEFRAY PROJECT
32 COSTS OR ANY OTHER COSTS OR EXPENSES OF THE CORPORATION INCLUDING OPER-
33 ATING EXPENSES.

34 (B) SUBJECT TO THE RIGHTS OF BONDHOLDERS, THE COUNTY MAY DETERMINE IF
35 THE MONIES SO APPROPRIATED SHALL BE SUBJECT TO REPAYMENT BY THE CORPO-
36 RATION TO THE COUNTY AND, IN SUCH EVENT, THE MANNER AND TIME OR TIMES
37 FOR SUCH REPAYMENT.

38 4. IN ADDITION TO THE AUTHORITY GRANTED ELSEWHERE IN THIS TITLE AND BY
39 OTHER APPLICABLE LAWS, THE CORPORATION AND THE COUNTY MAY ENTER INTO A
40 CONTRACT OR CONTRACTS FROM TIME TO TIME PROVIDING FOR ONE OR MORE OF THE
41 FOLLOWING:

42 (A) THE PAYMENT OF SUMS APPROPRIATED BY THE COUNTY PURSUANT TO SUBDI-
43 VISION THREE OF THIS SECTION;

44 (B) THE PAYMENT OF SUMS FOR HEALTH CARE SERVICES PROVIDED BY THE
45 CORPORATION WHICH COULD OTHERWISE BE PROVIDED DIRECTLY BY THE COUNTY,
46 INCLUDING SERVICES FOR UNCOMPENSATED CARE;

47 (C) SERVICES TO BE PROVIDED BY THE COUNTY TO OR ON BEHALF OF THE
48 CORPORATION;

49 (D) THE TRANSFER OF EMPLOYEES OF THE COUNTY TO THE CORPORATION AS
50 PROVIDED IN SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-D OF THIS TITLE;

51 (E) INDEMNIFICATION BY THE CORPORATION OF THE COUNTY FOR CLAIMS ASSO-
52 CIATED WITH ESTABLISHMENT OF AND OPERATION OF THE CORPORATION AND ITS
53 HEALTH FACILITIES;

54 (F) THE GIFT, GRANT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE BY THE
55 COUNTY TO THE CORPORATION OF ANY PROPERTY (EXCEPT MONIES APPROPRIATED BY
56 THE COUNTY AND PAYABLE TO THE CORPORATION PURSUANT TO SUBDIVISION THREE

1 OF THIS SECTION AND PARAGRAPH (A) OF THIS SUBDIVISION) OR FACILITIES
2 WHICH ARE USEFUL IN CONNECTION WITH THE EXERCISE BY THE CORPORATION OF
3 ANY OF ITS POWERS UNDER THIS TITLE NOT TRANSFERRED PURSUANT TO THE
4 AUTHORITY GRANTED IN PARAGRAPH (A) OF SUBDIVISION ONE OF THIS SECTION,
5 WHICH GIFT, GRANT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE SHALL NEVER-
6 THELESS BE SUBJECT TO PARAGRAPH (B) OF SUBDIVISION ONE OF THIS SECTION;
7 AND

8 (G) SUCH OTHER MATTERS AS MAY BE APPROPRIATE TO ACCOMPLISH THE
9 PURPOSES HEREOF.

10 ANY SUCH CONTRACT OR CONTRACTS SHALL BE AUTHORIZED BY THE COUNTY BY
11 RESOLUTION OR ORDINANCE ADOPTED BY THE COUNTY LEGISLATURE OR IN SUCH
12 OTHER MANNER AS PERMITTED BY THE COUNTY GOVERNMENT LAW OF THE COUNTY OF
13 ROCKLAND. SUCH CONTRACT OR CONTRACTS SHALL INCLUDE SUCH TERMS AND CONDI-
14 TIONS AND HAVE SUCH TERM OR TERMS OF YEARS, AS THE CORPORATION AND THE
15 COUNTY MAY AGREE.

16 5. ON THE EFFECTIVE DATE OF THE TRANSFER OF THE EXISTING HEALTH FACIL-
17 ITY PURSUANT TO AN AGREEMENT BETWEEN THE COUNTY AND THE CORPORATION AS
18 AUTHORIZED IN THIS TITLE, THE DEPARTMENT SHALL BE ABOLISHED. ON AND
19 AFTER SUCH DATE THE DEPARTMENT OF HEALTH OF THE COUNTY SHALL BE VESTED
20 WITH ALL POWER AND AUTHORITY OF THE DEPARTMENT NOT EXPLICITLY OR IMPLIC-
21 ITLY TRANSFERRED TO THE CORPORATION PURSUANT TO THIS TITLE.

22 6. THE COUNTY OF ROCKLAND SHALL HAVE THE POWER AND IS HEREBY AUTHOR-
23 IZED, PURSUANT TO SECTION SEVEN OF ARTICLE SEVENTEEN OF THE STATE
24 CONSTITUTION, TO LEND ITS MONEY OR CREDIT TO OR IN AID OF THE CORPO-
25 RATION OR ANY SUBSIDIARY THEREOF FOR THE PURPOSE OF PROVIDING HEALTH
26 RELATED FACILITIES OR HOSPITAL FACILITIES FOR THE PREVENTION, DIAGNOSIS
27 OR TREATMENT OF HUMAN DISEASE, PAIN, INJURY, DISABILITY, DEFORMITY OR
28 PHYSICAL CONDITION, AND FOR FACILITIES INCIDENTAL OR APPURTENANT THERETO
29 AS MAY BE PRESCRIBED BY LAW. THE COUNTY IS HEREBY AUTHORIZED TO
30 PRESCRIBE SUCH FACILITIES BY RESOLUTION. THE CORPORATION OR ANY SUCH
31 SUBSIDIARY THEREOF, AS A CONDITION TO ANY SUCH LOAN OF MONEY OR CREDIT,
32 SHALL ENTER INTO A REGULATORY AGREEMENT WITH THE COUNTY AS TO ITS CHARG-
33 ES, PROFITS, DIVIDENDS AND DISPOSITION OF ITS PROPERTY OR FRANCHISES,
34 WHICH AGREEMENT SHALL BE BINDING AND ENFORCEABLE BY THE COUNTY. THE
35 COUNTY MAY ELECT IN SUCH REGULATORY AGREEMENT TO REFRAIN FROM EXERCISING
36 ALL OR ANY PORTION OF ITS AUTHORITY TO SO REGULATE SUCH CHARGES,
37 PROFITS, DIVIDENDS AND DISPOSITION OF PROPERTY OR FRANCHISES TO THE
38 EXTENT SUCH CHARGES, PROFITS, DIVIDENDS AND DISPOSITION OF PROPERTY OR
39 FRANCHISES ARE REGULATED BY THE STATE OR ANY AGENCY THEREOF. THE COUNTY
40 SHALL AUTHORIZE SUCH REGULATORY AGREEMENT BY RESOLUTION.

41 (A) IN PURSUANCE OF THE AUTHORITY GRANTED HEREIN, THE COUNTY SHALL
42 HAVE THE POWER AND IS HEREBY AUTHORIZED FROM TIME TO TIME TO ISSUE ITS
43 BONDS, NOTES OR OTHER OBLIGATIONS IN SUCH PRINCIPAL AMOUNTS AS IT SHALL
44 DEEM NECESSARY, AFTER TAKING INTO ACCOUNT OTHER MONIES WHICH MAY BE
45 AVAILABLE FOR THE PURPOSES SET FORTH HEREIN. SUCH BONDS, NOTES OR OBLI-
46 GATIONS SHALL BE ISSUED FOR THE PURPOSE OF MAKING LOANS TO THE CORPO-
47 RATION OR ANY SUBSIDIARY THEREOF, PAYING INTEREST ON SUCH BONDS, NOTES
48 OR OTHER OBLIGATIONS, AND PAYING ALL OTHER OBLIGATIONS AND EXPENDITURES
49 INCIDENTAL TO AND NECESSARY OR CONVENIENT FOR THE MAKING OF SUCH LOANS.
50 SUCH BONDS, NOTES OR OBLIGATIONS SHALL BE ISSUED IN ACCORDANCE WITH THE
51 APPLICABLE PROVISIONS OF THIS CHAPTER AND THE LOCAL FINANCE LAW AND
52 APPLICABLE LOCAL LAWS.

53 (B) ANY GUARANTEE BY THE COUNTY MADE PURSUANT TO THE AUTHORITY GRANTED
54 IN THIS SECTION SHALL BE AUTHORIZED BY RESOLUTION OR RESOLUTIONS OF THE
55 COUNTY IN THE SAME MANNER AS SUCH RESOLUTION OR RESOLUTIONS AUTHORIZING

1 THE ISSUANCE OF BONDS OF THE COUNTY FOR THE PURPOSES FOR WHICH SUCH
2 GUARANTEE IS UNDERTAKEN.

3 (C) THE COUNTY SHALL ALSO BE AUTHORIZED TO ENACT LAWS GOVERNING THE
4 CONDITIONS UNDER WHICH SUCH LOANS, COMMITMENTS AND GUARANTEES BE MADE.

5 7. FOR PURPOSES OF SUBDIVISION FOUR OF PARAGRAPH A OF SECTION 25.00 OF
6 THE LOCAL FINANCE LAW, AMOUNTS TO BE DERIVED BY THE COUNTY OF ROCKLAND
7 FROM THE CORPORATION, OR ANY SUBSIDIARY THEREOF, SHALL BE INCLUDED IN
8 THE TERM "OTHER INCOME".

9 8. (A) NOTWITHSTANDING THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW
10 TO THE CONTRARY, INCLUDING, BUT NOT LIMITED TO, SECTIONS SIX-J AND SIX-N
11 OF THE GENERAL MUNICIPAL LAW, WITH THE APPROVAL OF THE COUNTY LEGISLA-
12 TURE, AMOUNTS DEPOSITED FOR OR ON BEHALF OF THE HEALTH CARE AND MEDICAL
13 FACILITIES OR OPERATIONS OF THE COUNTY WHICH HAVE BEEN TRANSFERRED TO
14 THE CORPORATION PURSUANT TO THIS SECTION IN THE LIABILITY AND CASUALTY
15 AND WORKERS' COMPENSATION RESERVE FUNDS ESTABLISHED BY THE COUNTY PURSU-
16 ANT TO SUCH SECTIONS OF THE GENERAL MUNICIPAL LAW, AND INVESTMENT EARN-
17 INGS THEREON, MAY BE WITHDRAWN BY THE COUNTY FROM SUCH FUNDS AND TRANS-
18 FERRED TO THE CORPORATION AND SHALL BE USED BY THE CORPORATION FOR THE
19 PURPOSES FOR WHICH SUCH FUNDS WERE ESTABLISHED.

20 (B) NO AMOUNTS SHALL BE WITHDRAWN AND TRANSFERRED TO THE CORPORATION
21 PURSUANT TO THIS SUBDIVISION UNLESS PRIOR THERETO THE CORPORATION HAS
22 AGREED IN WRITING TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND PROVIDE
23 DEFENSE, FOR ALL CLAIMS, CASES, PROCEEDINGS, ACTIONS OR OTHER MATTERS
24 AGAINST THE COUNTY ARISING OUT OF THE PROPERTIES, FACILITIES, OPERATIONS
25 OR EMPLOYEES OF THE CORPORATION, WHETHER COMMENCED BEFORE OR AFTER THE
26 DATE OF TRANSFER OF SAID AMOUNTS, AND TO PROVIDE SUCH OTHER SECURITY FOR
27 THIS OBLIGATION AS THE COUNTY MAY REASONABLY REQUIRE.

28 9. NOTWITHSTANDING THE PROVISIONS OF ANY STATE OR LOCAL LAW TO THE
29 CONTRARY, INCLUDING BUT NOT LIMITED TO SECTION SIX-L OF THE GENERAL
30 MUNICIPAL LAW, ANY MONIES DERIVED BY THE COUNTY IN CONSIDERATION OF THE
31 SALE OF ITS FACILITIES OR PROPERTY TO THE CORPORATION PURSUANT TO THIS
32 SECTION MAY BE USED FOR ANY LAWFUL PURPOSE OF THE COUNTY.

33 S 3647-H. BONDS OR NOTES OF THE CORPORATION. 1. THE CORPORATION SHALL
34 HAVE THE POWER AND IS HEREBY AUTHORIZED FROM TIME TO TIME TO ISSUE
35 BONDS, NOTES OR OTHER OBLIGATIONS TO PAY THE COST OF ANY PROJECT OR FOR
36 ANY OTHER CORPORATE PURPOSE INCLUDING THE ESTABLISHMENT OF RESERVES TO
37 SECURE THE BONDS, THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND
38 INTEREST ON THE BONDS AND THE PAYMENT OF INCIDENTAL EXPENSES IN
39 CONNECTION THEREWITH. THE CORPORATION SHALL HAVE THE POWER AND IS HEREBY
40 AUTHORIZED TO ENTER INTO SUCH AGREEMENTS AND PERFORM SUCH ACTS AS MAY BE
41 REQUIRED UNDER ANY APPLICABLE FEDERAL LEGISLATION TO SECURE A FEDERAL
42 GUARANTEE OR OTHER SUBSIDY WITH RESPECT TO ANY BONDS.

43 2. THE CORPORATION SHALL HAVE THE POWER FROM TIME TO TIME TO RENEW
44 BONDS OR TO ISSUE RENEWAL BONDS FOR SUCH PURPOSE, TO ISSUE BONDS TO PAY
45 BONDS, AND, WHENEVER IT DEEMS REFUNDING EXPEDIENT, TO REFUND ANY BOND BY
46 THE ISSUANCE OF NEW BONDS, WHETHER THE BONDS TO BE REFUNDED HAVE OR HAVE
47 NOT MATURED, AND MAY ISSUE BONDS, PARTLY TO REFUND BONDS THEN OUTSTAND-
48 ING AND PARTLY FOR ANY OTHER CORPORATE PURPOSE OF THE CORPORATION. BONDS
49 ISSUED FOR REFUNDING PURPOSES SHALL BE SOLD AND THE PROCEEDS APPLIED TO
50 THE PURCHASE, REDEMPTION OR PAYMENT OF THE BONDS OR NOTES TO BE
51 REFUNDED.

52 3. BONDS ISSUED BY THE CORPORATION MAY BE GENERAL OBLIGATIONS SECURED
53 BY THE FAITH AND CREDIT OF THE CORPORATION OR MAY BE SPECIAL OBLIGATIONS
54 PAYABLE SOLELY OUT OF PARTICULAR REVENUES OR OTHER MONIES AS MAY BE
55 DESIGNATED IN THE PROCEEDINGS OF THE CORPORATION UNDER WHICH THE BONDS
56 SHALL BE AUTHORIZED TO BE ISSUED, SUBJECT AS TO PRIORITY ONLY TO ANY

1 AGREEMENTS WITH THE HOLDERS OF OUTSTANDING BONDS PLEDGING ANY PARTICULAR
2 PROPERTY, REVENUES OR MONIES. THE CORPORATION MAY ALSO ENTER INTO LOAN
3 AGREEMENTS, LINES OF CREDIT AND OTHER SECURITY AGREEMENTS AND OBTAIN FOR
4 OR ON ITS BEHALF LETTERS OF CREDIT, INSURANCE, GUARANTEES OR OTHER CRED-
5 IT ENHANCEMENTS TO THE EXTENT NOW OR HEREAFTER AVAILABLE, IN EACH CASE
6 FOR THE PURPOSE OF SECURING ITS BONDS OR NOTES OR TO PROVIDE DIRECT
7 PAYMENT OF ANY AMOUNTS WHICH THE CORPORATION IS AUTHORIZED TO PAY.

8 4. BONDS SHALL BE AUTHORIZED BY RESOLUTION OF THE CORPORATION, AND MAY
9 BE IN SUCH DENOMINATIONS AND BEAR SUCH DATE OR DATES AND MATURE AT SUCH
10 TIME OR TIMES AS SUCH RESOLUTION MAY PROVIDE, EXCEPT THAT BONDS AND ANY
11 RENEWALS THEREOF SHALL MATURE WITHIN FORTY YEARS FROM THE DATE OF
12 ORIGINAL ISSUANCE OF ANY SUCH BONDS. OBLIGATIONS WITH A MATURITY OF
13 FIVE YEARS OR LESS FROM THE DATE OF THEIR ORIGINAL ISSUANCE MAY BE
14 DESIGNATED AS NOTES. BONDS SHALL BE SUBJECT TO SUCH TERMS OF REDEMPTION,
15 BEAR INTEREST AT SUCH RATE OR RATES PER ANNUM PAYABLE AT SUCH TIMES, BE
16 IN SUCH FORM, CARRY SUCH REGISTRATION PRIVILEGES, BE EXECUTED IN SUCH
17 MANNER, BE PAYABLE IN SUCH MEDIUM OF PAYMENT AT SUCH PLACE OR PLACES,
18 AND BE SUBJECT TO SUCH TERMS AND CONDITIONS AS SUCH RESOLUTION MAY
19 PROVIDE. BONDS MAY BE SOLD AT PUBLIC OR PRIVATE SALE FOR SUCH PRICE OR
20 PRICES AS THE CORPORATION SHALL DETERMINE, PROVIDED THAT NO BONDS OF THE
21 CORPORATION, OTHER THAN OBLIGATIONS DESIGNATED AS NOTES, MAY BE SOLD BY
22 THE CORPORATION AT PRIVATE SALE UNLESS SUCH SALE AND THE TERMS THEREOF
23 HAVE BEEN APPROVED IN WRITING BY THE STATE COMPTROLLER, WHERE SUCH SALE
24 IS NOT TO BE TO SUCH COMPTROLLER, OR BY THE STATE DIRECTOR OF THE DIVI-
25 SION OF THE BUDGET, WHERE SUCH SALE IS TO BE TO THE STATE COMPTROLLER.
26 THE CORPORATION MAY PAY ALL EXPENSES, PREMIUMS AND COMMISSIONS WHICH IT
27 MAY DEEM NECESSARY OR ADVANTAGEOUS IN CONNECTION WITH THE ISSUANCE AND
28 SALE OF BONDS.

29 5. ANY RESOLUTION OR RESOLUTIONS AUTHORIZING BONDS OR ANY ISSUE OF
30 BONDS BY THE CORPORATION MAY CONTAIN PROVISIONS WHICH MAY BE A PART OF
31 THE CONTRACT WITH THE HOLDERS OF THE BONDS THEREBY AUTHORIZED AS TO:

32 (A) PLEDGING ALL OR PART OF THE REVENUES, TOGETHER WITH ANY OTHER
33 MONIES OR PROPERTY OF THE CORPORATION TO SECURE THE PAYMENT OF THE
34 BONDS, OR ANY COSTS OF ISSUANCE THEREOF, INCLUDING BUT NOT LIMITED TO,
35 ANY CONTRACTS, EARNINGS OR PROCEEDS OF ANY GRANT TO THE CORPORATION
36 RECEIVED FROM ANY PRIVATE OR PUBLIC SOURCE SUBJECT TO SUCH AGREEMENTS
37 WITH BONDHOLDERS AS MAY THEN EXIST;

38 (B) THE SETTING ASIDE OF RESERVES AND THE CREATION OF SINKING FUNDS
39 AND THE REGULATION AND DISPOSITION THEREOF;

40 (C) LIMITATIONS ON THE PURPOSE TO WHICH THE PROCEEDS FROM THE SALE OF
41 BONDS MAY BE APPLIED;

42 (D) THE RATES, RENTS, FEES AND OTHER CHARGES TO BE FIXED AND COLLECTED
43 BY THE CORPORATION AND THE AMOUNT TO BE RAISED IN EACH YEAR THEREBY AND
44 THE USE AND DISPOSITION OF REVENUES;

45 (E) LIMITATIONS ON THE RIGHT OF THE CORPORATION TO RESTRICT AND REGU-
46 LATE THE USE OF THE PROJECT OR PART THEREOF IN CONNECTION WITH WHICH
47 BONDS ARE ISSUED;

48 (F) LIMITATIONS ON THE ISSUANCE OF ADDITIONAL BONDS, THE TERMS UPON
49 WHICH ADDITIONAL BONDS MAY BE ISSUED AND SECURED AND THE REFUNDING OF
50 OUTSTANDING OR OTHER BONDS;

51 (G) THE PROCEDURE, IF ANY, BY WHICH THE TERMS OF ANY CONTRACT WITH
52 BONDHOLDERS MAY BE AMENDED OR ABROGATED, INCLUDING THE PROPORTION OF
53 BONDHOLDERS WHICH MUST CONSENT THERETO, AND THE MANNER IN WHICH SUCH
54 CONSENT MAY BE GIVEN;

55 (H) THE CREATION OF SPECIAL FUNDS INTO WHICH ANY REVENUES OR MONIES
56 MAY BE DEPOSITED;

1 (I) THE TERMS AND PROVISIONS OF ANY TRUST, MORTGAGE, DEED OR INDENTURE
2 SECURING THE BONDS UNDER WHICH THE BONDS MAY BE ISSUED;

3 (J) VESTING IN A TRUSTEE OR TRUSTEES SUCH PROPERTIES, RIGHTS, POWERS
4 AND DUTIES IN TRUST AS THE CORPORATION MAY DETERMINE WHICH MAY INCLUDE
5 ANY OR ALL OF THE RIGHTS, POWERS AND DUTIES OF THE TRUSTEES APPOINTED BY
6 THE BONDHOLDERS PURSUANT TO SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-I OF
7 THIS TITLE AND LIMITING THE RIGHTS OF THE BONDHOLDERS TO APPOINT A TRUS-
8 TEE UNDER SUCH SECTION OR LIMITING THE RIGHTS, DUTIES AND POWERS OF SUCH
9 TRUSTEE;

10 (K) DEFINING THE ACTS OR OMISSIONS TO ACT WHICH MAY CONSTITUTE A
11 DEFAULT IN THE OBLIGATIONS AND DUTIES OF THE CORPORATION TO THE BOND-
12 HOLDERS AND PROVIDING FOR THE RIGHTS AND REMEDIES OF THE BONDHOLDERS IN
13 THE EVENT OF SUCH DEFAULT, INCLUDING AS A MATTER OF RIGHT APPOINTMENT OF
14 A RECEIVER, PROVIDED, HOWEVER, THAT SUCH RIGHTS AND REMEDIES SHALL NOT
15 BE INCONSISTENT WITH THE GENERAL LAWS OF THE STATE AND OTHER PROVISIONS
16 OF THIS TITLE;

17 (L) LIMITATIONS ON THE POWER OF THE CORPORATION TO SELL OR OTHERWISE
18 DISPOSE OF ANY PROJECT OR ANY PART THEREOF OR OTHER PROPERTY;

19 (M) LIMITATIONS ON THE AMOUNT OF REVENUES AND OTHER MONIES TO BE
20 EXPENDED OR OPERATING, ADMINISTRATIVE OR OTHER EXPENSES OF THE CORPO-
21 RATION;

22 (N) THE PAYMENT OF THE PROCEEDS OF BONDS, REVENUES AND OTHER MONIES TO
23 A TRUSTEE OR OTHER DEPOSITORY, AND FOR THE METHOD OF DISBURSEMENT THERE-
24 OF WITH SUCH SAFEGUARDS AND RESTRICTIONS AS THE CORPORATION MAY DETER-
25 MINE; AND

26 (O) ANY OTHER MATTERS OF LIKE OR DIFFERENT CHARACTER WHICH IN ANY WAY
27 AFFECT THE SECURITY OR PROTECTION OF THE BONDS OR THE RIGHTS AND REME-
28 DIES OF THE BONDHOLDERS.

29 6. IN ADDITION TO THE POWERS HEREIN CONFERRED UPON THE CORPORATION TO
30 SECURE ITS BONDS, THE CORPORATION SHALL HAVE THE POWER IN CONNECTION
31 WITH THE ISSUANCE OF BONDS TO ADOPT RESOLUTIONS AND ENTER INTO SUCH
32 TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS AS THE CORPORATION MAY
33 DEEM NECESSARY, CONVENIENT OR DESIRABLE CONCERNING THE USE OR DISPOSI-
34 TION OF ITS REVENUES OR OTHER MONIES OR PROPERTY, INCLUDING THE MORTGAG-
35 ING OF ANY PROPERTY AND THE ENTRUSTING, PLEDGING OR CREATION OF ANY
36 OTHER SECURITY INTEREST IN ANY SUCH REVENUES, MONIES OR PROPERTY AND THE
37 DOING OF ANY ACT, INCLUDING REFRAINING FROM DOING ANY ACT WHICH THE
38 CORPORATION WOULD HAVE THE RIGHT TO DO IN THE ABSENCE OF SUCH RESOL-
39 UTIONS, TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS. THE CORPO-
40 RATION SHALL HAVE POWER TO ENTER INTO AMENDMENTS OF ANY SUCH RESOL-
41 UTIONS, TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS WITHIN THE
42 POWERS GRANTED TO THE CORPORATION BY THIS TITLE AND TO PERFORM SUCH
43 RESOLUTIONS, TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS WITHIN
44 THE POWERS OF ANY SUCH RESOLUTIONS, TRUST INDENTURES, AGREEMENTS OR
45 OTHER INSTRUMENTS. THE PROVISIONS OF ANY SUCH RESOLUTIONS, TRUST INDEN-
46 TURES, AGREEMENTS OR OTHER INSTRUMENTS MAY BE MADE A PART OF THE
47 CONTRACT WITH THE HOLDERS OF BONDS OF THE CORPORATION.

48 7. ANY PROVISION OF THE UNIFORM COMMERCIAL CODE TO THE CONTRARY
49 NOTWITHSTANDING, ANY PLEDGE OF OR OTHER SECURITY INTEREST IN REVENUES,
50 MONIES, ACCOUNTS, CONTRACT RIGHTS, GENERAL INTANGIBLES OR OTHER PERSONAL
51 PROPERTY MADE OR CREATED BY THE CORPORATION SHALL BE VALID, BINDING AND
52 PERFECTED FROM THE TIME WHEN SUCH PLEDGE IS MADE OR OTHER SECURITY
53 INTEREST ATTACHES WITHOUT ANY PHYSICAL DELIVERY OF THE COLLATERAL OR
54 FURTHER ACT, AND THE LIEN OF ANY SUCH PLEDGE OR OTHER SECURITY INTEREST
55 SHALL BE VALID, BINDING AND PERFECTED AGAINST ALL PARTIES HAVING CLAIMS
56 OF ANY KIND IN TORT, CONTRACT OR OTHERWISE AGAINST THE CORPORATION IRRE-

1 SPECTIVE OF WHETHER OR NOT SUCH PARTIES HAVE NOTICE THEREOF. NO INSTRU-
2 MENT BY WHICH SUCH A PLEDGE OR SECURITY INTEREST IS CREATED NOR ANY
3 FINANCING STATEMENT NEED BE RECORDED OR FILED.

4 8. WHETHER OR NOT THE BONDS OF THE CORPORATION ARE OF SUCH FORM AND
5 CHARACTER AS TO BE NEGOTIABLE INSTRUMENTS UNDER THE TERMS OF THE UNIFORM
6 COMMERCIAL CODE, THE BONDS ARE HEREBY MADE NEGOTIABLE INSTRUMENTS WITHIN
7 THE MEANING OF AND FOR ALL THE PURPOSES OF THE UNIFORM COMMERCIAL CODE,
8 SUBJECT ONLY TO THE PROVISIONS OF THE BONDS FOR REGISTRATION.

9 9. NEITHER THE DIRECTORS NOR THE NON-VOTING REPRESENTATIVES NOR THE
10 OFFICERS OF THE CORPORATION NOR ANY PERSON EXECUTING ITS BONDS SHALL BE
11 LIABLE PERSONALLY ON ITS BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY
12 OR ACCOUNTABILITY BY REASON OF THE ISSUANCE THEREOF.

13 10. SUBJECT TO SUCH AGREEMENTS WITH BONDHOLDERS AS MAY THEN EXIST, THE
14 CORPORATION SHALL HAVE POWER OUT OF ANY FUNDS AVAILABLE THEREFOR TO
15 PURCHASE BONDS OF THE CORPORATION, IN LIEU OF REDEMPTION, AT A PRICE NOT
16 EXCEEDING, IF THE BONDS ARE THEN REDEEMABLE, THE REDEMPTION PRICE THEN
17 APPLICABLE PLUS ACCRUED INTEREST TO THE NEXT INTEREST PAYMENT DATE, OR,
18 IF THE BONDS ARE NOT THEN REDEEMABLE, THE REDEMPTION PRICE APPLICABLE ON
19 THE FIRST DATE AFTER SUCH PURCHASE UPON WHICH THE BONDS BECOME SUBJECT
20 TO REDEMPTION PLUS ACCRUED INTEREST TO THE NEXT INTEREST PAYMENT DATE.
21 BONDS SO PURCHASED SHALL THEREUPON BE CANCELED.

22 11. THE CORPORATION SHALL HAVE POWER AND IS HEREBY AUTHORIZED TO ISSUE
23 NEGOTIABLE BOND ANTICIPATION NOTES IN ACCORDANCE WITH APPLICABLE
24 PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND MAY RENEW THE SAME FROM
25 TIME TO TIME BUT THE MAXIMUM MATURITY OF ANY SUCH NOTE, INCLUDING
26 RENEWALS THEREOF, SHALL NOT EXCEED SEVEN YEARS FROM THE DATE OF ISSUE OF
27 SUCH ORIGINAL NOTE.

28 S 3647-I. REMEDIES OF BONDHOLDERS. SUBJECT TO ANY RESOLUTION OR RESOL-
29 UTIONS ADOPTED PURSUANT TO THIS TITLE:

30 1. IN THE EVENT THAT THE CORPORATION SHALL DEFAULT IN THE PAYMENT OF
31 PRINCIPAL OF OR INTEREST ON ANY ISSUE OF BONDS AFTER THE SAME SHALL
32 BECOME DUE, WHETHER AT MATURITY OR UPON CALL FOR REDEMPTION, AND SUCH
33 DEFAULT SHALL CONTINUE FOR A PERIOD OF THIRTY DAYS, OR IN THE EVENT THAT
34 THE CORPORATION SHALL FAIL OR REFUSE TO COMPLY WITH THE PROVISIONS OF
35 THIS TITLE OR SHALL DEFAULT IN ANY AGREEMENT MADE WITH THE HOLDERS OF
36 ANY ISSUE OF BONDS, THE HOLDERS OF AT LEAST TWENTY-FIVE PERCENT IN
37 AGGREGATE PRINCIPAL AMOUNT OF THE BONDS OF SUCH ISSUE THEN OUTSTANDING,
38 BY INSTRUMENT OR INSTRUMENTS FILED IN THE OFFICE OF THE CLERK OF THE
39 COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS LOCATED AND
40 PROVED OR ACKNOWLEDGED IN THE SAME MANNER AS A DEED TO BE RECORDED, MAY
41 APPOINT A TRUSTEE TO REPRESENT THE HOLDERS OF SUCH BONDS FOR THE PURPOSE
42 HEREIN PROVIDED.

43 2. SUCH TRUSTEE MAY, AND UPON WRITTEN REQUEST OF THE HOLDERS OF AT
44 LEAST TWENTY-FIVE PER CENTUM IN PRINCIPAL AMOUNT OF SUCH BONDS OUTSTAND-
45 ING SHALL, IN ITS OWN NAME:

46 (A) BY ACTION OR PROCEEDING IN ACCORDANCE WITH THE CIVIL PRACTICE LAW
47 AND RULES, ENFORCE ALL RIGHTS OF THE BONDHOLDERS, INCLUDING THE RIGHT TO
48 REQUIRE THE CORPORATION TO COLLECT RENTS, RATES, FEES AND CHARGES
49 ADEQUATE TO CARRY OUT ANY AGREEMENT AS TO, OR PLEDGE OF, SUCH RENTS,
50 RATES, FEES AND CHARGES AND TO REQUIRE THE CORPORATION TO CARRY OUT ANY
51 OTHER AGREEMENTS WITH THE HOLDERS OF SUCH BONDS TO PERFORM ITS DUTIES
52 UNDER THIS TITLE;

53 (B) BRING AN ACTION OR PROCEEDING UPON SUCH BONDS;

54 (C) BY ACTION OR PROCEEDING, REQUIRE THE CORPORATION TO ACCOUNT AS IF
55 IT WERE THE TRUSTEE OF AN EXPRESS TRUST FOR THE HOLDERS OF SUCH BONDS;

1 (D) BY ACTION OR PROCEEDING, ENJOIN ANY ACTS OR THINGS WHICH MAY BE
2 UNLAWFUL OR IN VIOLATION OF THE RIGHTS OF THE HOLDERS OF SUCH BONDS; AND

3 (E) DECLARE ALL SUCH BONDS DUE AND PAYABLE, AND IF ALL DEFAULTS SHALL
4 BE MADE GOOD, THEN WITH THE CONSENT OF THE HOLDERS OF AT LEAST
5 TWENTY-FIVE PER CENTUM OF THE PRINCIPAL AMOUNT OF SUCH BONDS THEN
6 OUTSTANDING, TO ANNUL SUCH DECLARATION AND ITS CONSEQUENCES.

7 3. SUCH TRUSTEE SHALL IN ADDITION TO THE FOREGOING HAVE AND POSSESS
8 ALL OF THE POWERS NECESSARY OR APPROPRIATE FOR THE EXERCISE OF ANY FUNC-
9 TIONS SPECIFICALLY SET FORTH HEREIN OR INCIDENT TO THE GENERAL REPRESENTATION OF BONDHOLDERS IN THE ENFORCEMENT AND PROTECTION OF THEIR RIGHTS.

10 4. THE SUPREME COURT SHALL HAVE JURISDICTION OF ANY ACTION OR PROCEED-
11 ING BY THE TRUSTEE ON BEHALF OF SUCH BONDHOLDERS. THE VENUE OF ANY SUCH
12 ACTION OR PROCEEDING SHALL BE LAID IN THE COUNTY.

13 5. BEFORE DECLARING THE PRINCIPAL OF BONDS DUE AND PAYABLE, THE TRUS-
14 TEE SHALL FIRST GIVE THIRTY DAYS NOTICE IN WRITING TO THE CORPORATION.

15 6. ANY SUCH TRUSTEE, WHETHER OR NOT THE ISSUE OF BONDS REPRESENTED BY
16 SUCH TRUSTEE HAS BEEN DECLARED DUE AND PAYABLE, SHALL BE ENTITLED AS OF
17 RIGHT TO THE APPOINTMENT OF ANY RECEIVER OF ANY PART OR PARTS OF THE
18 PROJECT, THE REVENUES OF WHICH ARE PLEDGED FOR THE SECURITY OF THE BONDS
19 OF SUCH ISSUE, AND SUCH RECEIVER MAY ENTER AND TAKE POSSESSION OF SUCH
20 PART OR PARTS OF THE PROJECT AND, SUBJECT TO ANY PLEDGE OR AGREEMENT
21 WITH THE HOLDERS OF SUCH BONDS, SHALL TAKE POSSESSION OF ALL MONIES AND
22 OTHER PROPERTY DERIVED FROM SUCH PART OR PARTS OF THE PROJECT AND
23 PROCEED WITH ANY CONSTRUCTION THEREON OR THE ACQUISITION OF ANY PROPER-
24 TY, REAL OR PERSONAL IN CONNECTION THEREWITH THAT THE CORPORATION IS
25 UNDER OBLIGATION TO DO, AND TO OPERATE, MAINTAIN AND RECONSTRUCT SUCH
26 PART OR PARTS OF THE PROJECT AND COLLECT AND RECEIVE ALL REVENUES THERE-
27 AFTER ARISING THEREFROM SUBJECT TO ANY PLEDGE OR AGREEMENT WITH BOND-
28 HOLDERS RELATING THERETO AND PERFORM THE PUBLIC DUTIES AND CARRY OUT THE
29 AGREEMENTS AND OBLIGATIONS OF THE CORPORATION UNDER THE DIRECTION OF THE
30 COURT.

31 S 3647-J. STATE AND COUNTY NOT LIABLE ON CORPORATION BONDS. 1. THE
32 STATE SHALL NOT BE LIABLE ON THE BONDS OR NOTES OF THE CORPORATION AND
33 SUCH BONDS OR NOTES SHALL NOT BE A DEBT OF THE STATE, AND SUCH BONDS AND
34 NOTES SHALL CONTAIN ON THE FACE THEREOF A STATEMENT TO SUCH EFFECT.

35 2. EXCEPT AS MAY BE AUTHORIZED BY THE COUNTY PURSUANT TO SECTION SEVEN
36 OF ARTICLE SEVENTEEN OF THE STATE CONSTITUTION AND SECTION THIRTY-SIX
37 HUNDRED FORTY-SEVEN-H OF THIS TITLE, THE COUNTY SHALL NOT BE LIABLE ON
38 THE BONDS OR NOTES OF THE CORPORATION AND SUCH BONDS OR NOTES SHALL NOT
39 BE A DEBT OF THE COUNTY, AND SUCH BONDS AND NOTES SHALL CONTAIN ON THE
40 FACE THEREOF A STATEMENT TO SUCH EFFECT OR A STATEMENT DESCRIBING THE
41 COUNTY LIABILITY THEREON, IF ANY.

42 S 3647-K. MONIES OF THE CORPORATION. ALL MONIES OF THE CORPORATION
43 FROM WHATEVER SOURCE DERIVED SHALL BE PAID TO THE TREASURER OF THE
44 CORPORATION AND SHALL BE DEPOSITED FORTHWITH IN A BANK OR BANKS DESIG-
45 NATED BY THE CORPORATION. THE MONIES IN SUCH ACCOUNTS SHALL BE PAID OUT
46 OR WITHDRAWN ON THE ORDER OF SUCH PERSON OR PERSONS AS THE CORPORATION
47 MAY AUTHORIZE TO MAKE SUCH REQUISITIONS. ALL DEPOSITS OF SUCH MONIES
48 SHALL BE SECURED BY OBLIGATIONS OF THE UNITED STATES OR OF THE STATE OR
49 OF ANY MUNICIPALITY OF A MARKET VALUE EQUAL AT ALL TIMES TO THE AMOUNT
50 ON DEPOSIT AND ALL BANKS AND TRUST COMPANIES ARE AUTHORIZED TO GIVE SUCH
51 SECURITY FOR SUCH DEPOSITS. ALTERNATIVELY, MONIES OF THE CORPORATION MAY
52 BE DEPOSITED IN MONEY MARKET FUNDS RATED IN THE HIGHEST SHORT TERM OR
53 LONG TERM RATING CATEGORY BY AT LEAST ONE NATIONALLY RECOGNIZED RATING
54 AGENCY. TO THE EXTENT PRACTICABLE, CONSISTENT WITH THE CASH REQUIRE-
55 MENTS OF THE CORPORATION, ALL SUCH MONIES SHALL BE DEPOSITED IN INTEREST
56

1 BEARING ACCOUNTS. THE CORPORATION SHALL HAVE POWER, NOTWITHSTANDING THE
2 PROVISIONS OF THIS SECTION, TO CONTRACT WITH THE HOLDERS OF ANY BONDS AS
3 TO THE CUSTODY, COLLECTION, SECURITY, INVESTMENT AND PAYMENT OF ANY
4 MONIES OF THE CORPORATION OR ANY MONIES HELD IN TRUST OR OTHERWISE FOR
5 THE PAYMENT OF BONDS OR ANY WAY TO SECURE BONDS, AND CARRY OUT ANY SUCH
6 CONTRACT NOTWITHSTANDING THAT SUCH CONTRACT MAY BE INCONSISTENT WITH THE
7 PROVISIONS OF THIS SECTION. MONIES HELD IN TRUST OR OTHERWISE FOR THE
8 PAYMENT OF BONDS OR IN ANY WAY TO SECURE BONDS AND DEPOSITS OF SUCH
9 MONIES MAY BE SECURED IN THE SAME MANNER AS MONIES OF THE CORPORATION
10 AND ALL BANKS AND TRUST COMPANIES ARE AUTHORIZED TO GIVE SUCH SECURITY
11 FOR SUCH DEPOSITS. ANY MONIES OF THE CORPORATION NOT REQUIRED FOR IMME-
12 DIATE USE OR DISBURSEMENT MAY, AT THE DISCRETION OF THE CORPORATION, BE
13 INVESTED IN ACCORDANCE WITH GUIDELINES ESTABLISHED BY THE CORPORATION'S
14 BOARD AND AMENDED FROM TIME TO TIME SUBJECT TO THE PROVISIONS OF ANY
15 CONTRACT WITH BONDHOLDERS AND WITH THE APPROVAL OF THE STATE COMP-
16 TROLLER. THE CORPORATION SHALL PRESCRIBE A SYSTEM OF ACCOUNTS.

17 S 3647-L. BONDS; LEGAL INVESTMENT FOR FIDUCIARIES. THE BONDS OF THE
18 CORPORATION ARE HEREBY MADE SECURITIES IN WHICH ALL PUBLIC OFFICERS AND
19 BODIES OF THE STATE AND ALL MUNICIPALITIES, ALL INSURANCE COMPANIES AND
20 ASSOCIATIONS AND OTHER PERSONS CARRYING ON AN INSURANCE BUSINESS, ALL
21 BANKS, BANKERS, TRUST COMPANIES, SAVINGS BANKS AND SAVING ASSOCIATIONS,
22 INCLUDING SAVINGS AND LOAN ASSOCIATIONS, BUILDING AND LOAN ASSOCIATIONS,
23 INVESTMENT COMPANIES AND OTHER PERSONS CARRYING ON A BANKING BUSINESS,
24 AND ADMINISTRATORS, GUARDIANS, EXECUTORS, TRUSTEES AND OTHER FIDUCIARIES
25 AND ALL OTHER PERSONS WHATSOEVER, WHO ARE NOW OR MAY HEREAFTER BE
26 AUTHORIZED TO INVEST IN BONDS OR OTHER OBLIGATIONS OF THE STATE MAY
27 PROPERLY AND LEGALLY INVEST FUNDS INCLUDING CAPITAL IN THEIR CONTROL OR
28 BELONGING TO THEM. THE BONDS ARE ALSO HEREBY MADE SECURITIES WHICH MAY
29 BE DEPOSITED WITH AND MAY BE RECEIVED BY ALL PUBLIC OFFICERS AND BODIES
30 OF THE STATE AND ALL MUNICIPALITIES FOR ANY PURPOSES FOR WHICH THE
31 DEPOSIT OF BONDS OR OTHER OBLIGATIONS OF THIS STATE IS NOW OR HEREAFTER
32 MAY BE AUTHORIZED.

33 S 3647-M. AGREEMENT WITH STATE. THE STATE DOES HEREBY PLEDGE TO AND
34 AGREE WITH THE HOLDERS OF ANY BONDS ISSUED BY THE CORPORATION PURSUANT
35 TO THIS TITLE AND WITH THOSE PERSONS OR PUBLIC CORPORATIONS WHO MAY
36 ENTER INTO CONTRACTS WITH THE CORPORATION PURSUANT TO THE PROVISIONS OF
37 THIS TITLE THAT THE STATE WILL NOT ALTER, LIMIT OR IMPAIR THE RIGHTS
38 HEREBY VESTED IN THE CORPORATION TO PURCHASE, CONSTRUCT, OWN AND OPER-
39 ATE, MAINTAIN, REPAIR, IMPROVE, RECONSTRUCT, RENOVATE, REHABILITATE,
40 ENLARGE, INCREASE AND EXTEND, OR DISPOSE OF ANY PROJECT, OR ANY PART OR
41 PARTS THEREOF FOR WHICH BONDS OF THE CORPORATION SHALL HAVE BEEN ISSUED,
42 TO ESTABLISH AND COLLECT RATES, RENTS, FEES AND OTHER CHARGES REFERRED
43 TO IN THIS TITLE, TO FULFILL THE TERMS OF ANY CONTRACTS OR AGREEMENTS
44 MADE WITH OR FOR THE BENEFIT OF THE HOLDERS OF BONDS OR WITH ANY PERSON
45 OR PUBLIC CORPORATION WITH REFERENCE TO SUCH PROJECT OR PART THEREOF, OR
46 IN ANY WAY TO IMPAIR THE RIGHTS AND REMEDIES OF THE HOLDERS OF BONDS,
47 UNTIL THE BONDS, TOGETHER WITH INTEREST THEREON, INCLUDING INTEREST ON
48 ANY UNPAID INSTALLMENTS OF INTEREST, AND ALL COSTS AND EXPENSES IN
49 CONNECTION WITH ANY ACTION OR PROCEEDING BY OR ON BEHALF OF THE HOLDERS
50 OF BONDS, ARE FULLY MET AND DISCHARGED AND SUCH CONTRACTS ARE FULLY
51 PERFORMED ON THE PART OF THE CORPORATION. THE CORPORATION IS AUTHORIZED
52 TO INCLUDE THIS PLEDGE AND AGREEMENT OF THE STATE IN ANY AGREEMENT WITH
53 THE HOLDERS OF BONDS.

54 S 3647-N. AGREEMENT WITH COUNTY. EXCEPT WHERE REQUIRED TO ACT PURSUANT
55 TO LAW, THE COUNTY IS AUTHORIZED TO PLEDGE TO AND AGREE WITH THE HOLDERS
56 OF ANY BONDS ISSUED BY THE CORPORATION PURSUANT TO THIS TITLE AND WITH

1 THOSE PERSONS OR PUBLIC CORPORATIONS WHO MAY ENTER INTO CONTRACTS WITH
2 THE CORPORATION PURSUANT TO THE PROVISIONS OF THIS TITLE THAT THE COUNTY
3 WILL NOT ALTER, LIMIT OR IMPAIR THE RIGHTS HEREBY VESTED IN THE CORPO-
4 RATION TO PURCHASE, CONSTRUCT, OWN AND OPERATE, MAINTAIN, REPAIR,
5 IMPROVE, RECONSTRUCT, RENOVATE, REHABILITATE, ENLARGE, INCREASE AND
6 EXTEND, OR DISPOSE OF ANY PROJECT, OR ANY PART OR PARTS THEREOF, FOR
7 WHICH BONDS OF THE CORPORATION SHALL HAVE BEEN ISSUED, TO ESTABLISH AND
8 COLLECT RATES, RENTS, FEES AND OTHER CHARGES REFERRED TO IN THIS TITLE,
9 TO FULFILL THE TERMS OF ANY AGREEMENTS MADE WITH THE HOLDERS OF THE
10 BONDS OR WITH ANY PUBLIC CORPORATION OR PERSON WITH REFERENCE TO SUCH
11 PROJECT OR PART THEREOF, OR IN ANY WAY IMPAIR THE RIGHTS AND REMEDIES OF
12 THE HOLDERS OF BONDS, UNTIL THE BONDS, TOGETHER WITH INTEREST THEREON,
13 INCLUDING INTEREST ON ANY UNPAID INSTALLMENTS OF INTEREST, AND ALL COSTS
14 AND EXPENSES IN CONNECTION WITH ANY ACTION OR PROCEEDING BY OR ON BEHALF
15 OF THE HOLDERS OF BONDS, ARE FULLY MET AND DISCHARGED AND SUCH CONTRACTS
16 ARE FULLY PERFORMED ON THE PART OF THE CORPORATION.

17 S 3647-O. EXEMPTION FROM TAXES AND CERTAIN FEES. 1. THE CORPORATION
18 SHALL NOT BE REQUIRED TO PAY ANY FEES, TAXES OR ASSESSMENTS OF ANY KIND,
19 EXCEPT AS PROVIDED BY THE PUBLIC HEALTH LAW, WHETHER STATE OR LOCAL,
20 INCLUDING BUT NOT LIMITED TO FEES OR TAXES ON REAL PROPERTY, FRANCHISE
21 TAXES, SALES TAXES OR OTHER EXCISE TAXES, UPON ANY PROPERTY OWNED BY IT
22 OR UNDER ITS JURISDICTION, CONTROL OR SUPERVISION AND USED FOR A PUBLIC
23 PURPOSE, OR UPON THE USES THEREOF, OR UPON ITS ACTIVITIES IN THE OPERA-
24 TION AND MAINTENANCE OF ITS FACILITIES USED FOR A PUBLIC PURPOSE, OR ANY
25 REVENUES OR OTHER INCOME RECEIVED BY THE CORPORATION FROM PUBLIC PURPOSE
26 ACTIVITIES. THE FOREGOING SHALL NOT, HOWEVER, LIMIT THE COUNTY FROM
27 RECEIVING RENTALS, FEES OR OTHER CONSIDERATION PURSUANT TO AGREEMENTS
28 NEGOTIATED WITH THE CORPORATION. THE CORPORATION SHALL AT ALL TIMES BE
29 EXEMPT FROM ANY FILING, MORTGAGE RECORDING OR TRANSFER FEES OR TAXES IN
30 RELATION TO INSTRUMENTS FILED, RECORDED OR TRANSFERRED BY IT OR ON ITS
31 BEHALF. THE CONSTRUCTION, USE, OCCUPATION, LEASE OR POSSESSION OF ANY
32 PROPERTY OWNED BY THE CORPORATION OR THE COUNTY, INCLUDING IMPROVEMENTS
33 THEREON, BY ANY PERSON OR PUBLIC CORPORATION UNDER AGREEMENT WITH THE
34 CORPORATION OR THE COUNTY SHALL NOT OPERATE TO ABROGATE OR LIMIT THE
35 FOREGOING EXEMPTION, NOTWITHSTANDING THAT THE LESSEE, USER, OCCUPANT OR
36 PERSON IN POSSESSION SHALL CLAIM OWNERSHIP FOR FEDERAL INCOME TAX
37 PURPOSES.

38 2. ANY BONDS ISSUED PURSUANT TO THIS TITLE TOGETHER WITH THE INCOME
39 THEREFROM AS WELL AS THE PROPERTY OF THE CORPORATION SHALL AT ALL TIMES
40 BE EXEMPT FROM TAXES, EXCEPT FOR TRANSFER AND ESTATE TAXES. THE STATE
41 HEREBY COVENANTS WITH THE PURCHASERS AND WITH ALL SUBSEQUENT HOLDERS AND
42 TRANSFEREES OF BONDS ISSUED BY THE CORPORATION PURSUANT TO THIS TITLE,
43 IN CONSIDERATION OF THE ACCEPTANCE OF AND PAYMENT FOR THE BONDS, THAT
44 THE BONDS OF THE CORPORATION ISSUED PURSUANT TO THIS TITLE AND THE
45 INCOME THEREFROM AND ALL REVENUES, MONIES, AND OTHER PROPERTY PLEDGED TO
46 SECURE THE PAYMENT OF SUCH BONDS SHALL AT ALL TIMES BE FREE FROM TAXA-
47 TION, EXCEPT FOR TRANSFER AND ESTATE TAXES.

48 S 3647-P. ACTIONS AGAINST CORPORATION. 1. EXCEPT IN AN ACTION FOR
49 WRONGFUL DEATH, NO ACTION OR SPECIAL PROCEEDING SHALL BE PROSECUTED OR
50 MAINTAINED AGAINST THE CORPORATION, ITS MEMBERS, OFFICERS OR EMPLOYEES
51 FOR PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY ALLEGED TO
52 HAVE BEEN SUSTAINED BY REASON OF THE NEGLIGENCE, TORT OR WRONGFUL ACT OF
53 THE CORPORATION OR OF ANY MEMBER, OFFICER, AGENT OR EMPLOYEE THEREOF,
54 UNLESS (A) NOTICE OF CLAIM SHALL HAVE BEEN MADE AND SERVED UPON THE
55 CORPORATION WITHIN THE TIME LIMIT SET BY AND IN COMPLIANCE WITH SECTION
56 FIFTY-E OF THE GENERAL MUNICIPAL LAW, (B) IT SHALL APPEAR BY AND AS AN

1 ALLEGATION IN THE COMPLAINT OR MOVING PAPERS THAT AT LEAST THIRTY DAYS
2 HAVE ELAPSED SINCE THE SERVICE OF SUCH NOTICE AND THAT ADJUSTMENT OR
3 PAYMENT THEREOF HAS BEEN NEGLECTED OR REFUSED, (C) THE ACTION OR SPECIAL
4 PROCEEDING SHALL BE COMMENCED WITHIN ONE YEAR AND NINETY DAYS AFTER THE
5 HAPPENING OF THE EVENT UPON WHICH THE CLAIM IS BASED, AND (D) AN ACTION,
6 AGAINST THE CORPORATION FOR WRONGFUL DEATH, SHALL BE COMMENCED IN
7 ACCORDANCE WITH THE NOTICE OF CLAIM AND TIME LIMITATION PROVISIONS OF
8 TITLE ELEVEN OF ARTICLE NINE OF THIS CHAPTER.

9 2. WHENEVER A NOTICE OF CLAIM IS SERVED UPON THE CORPORATION, IT SHALL
10 HAVE THE RIGHT TO DEMAND AN EXAMINATION OF THE CLAIMANT RELATIVE TO THE
11 OCCURRENCE AND EXTENT OF THE INJURIES OR DAMAGES FOR WHICH CLAIM IS
12 MADE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION FIFTY-H OF THE GENER-
13 AL MUNICIPAL LAW.

14 3. THE CORPORATION MAY REQUIRE ANY PERSON PRESENTING FOR SETTLEMENT AN
15 ACCOUNT OR CLAIM FOR ANY CAUSE WHATSOEVER AGAINST THE CORPORATION TO BE
16 SWORN BEFORE A DIRECTOR, COUNSEL OR AN ATTORNEY, OFFICER OR EMPLOYEE OF
17 THE CORPORATION DESIGNATED FOR SUCH PURPOSE, CONCERNING SUCH ACCOUNT OR
18 CLAIM AND, WHEN SO SWORN, TO ANSWER ORALLY AS TO ANY FACTS RELATIVE TO
19 SUCH ACCOUNT OR CLAIM. THE CORPORATION SHALL HAVE POWER TO SETTLE OR
20 ADJUST ALL CLAIMS IN FAVOR OF OR AGAINST THE CORPORATION.

21 4. ANY ACTION OR PROCEEDING TO WHICH THE CORPORATION OR THE PEOPLE OF
22 THE STATE MAY BE PARTIES, IN WHICH ANY QUESTION ARISES AS TO THE VALIDI-
23 TY OF THIS TITLE, SHALL BE PREFERRED OVER ALL OTHER CIVIL CAUSES OF
24 ACTION OR CASES, EXCEPT ELECTION CAUSES OF ACTION OR CASES, IN ALL
25 COURTS OF THE STATE AND SHALL BE HEARD AND DETERMINED IN PREFERENCE TO
26 ALL OTHER CIVIL BUSINESS PENDING THEREIN EXCEPT ELECTION CAUSES, IRRE-
27 SPECTIVE OF POSITION ON THE CALENDAR. THE SAME PREFERENCE SHALL BE
28 GRANTED UPON APPLICATION OF THE CORPORATION OR ITS COUNSEL IN ANY ACTION
29 OR PROCEEDING QUESTIONING THE VALIDITY OF THIS TITLE IN WHICH THE CORPO-
30 RATION MAY BE ALLOWED TO INTERVENE. THE VENUE OF ANY SUCH ACTION OR
31 PROCEEDING SHALL BE LAID IN THE SUPREME COURT OF THE COUNTY.

32 5. THE RATE OF INTEREST TO BE PAID BY THE CORPORATION UPON ANY JUDG-
33 MENT FOR WHICH IT IS LIABLE, OTHER THAN A JUDGMENT ON ITS BONDS, SHALL
34 BE THE RATE PRESCRIBED BY SECTION FIVE THOUSAND FOUR OF THE CIVIL PRAC-
35 TICE LAW AND RULES. INTEREST ON PAYMENTS OF PRINCIPAL OR INTEREST ON ANY
36 BONDS IN DEFAULT SHALL ACCRUE AT THE RATE BORNE BY SUCH BONDS FROM THE
37 DUE DATE THEREOF UNTIL PAID OR OTHERWISE SATISFIED.

38 6. ALL ACTIONS OR PROCEEDINGS AGAINST THE CORPORATION OF WHATEVER
39 NATURE SHALL BE BROUGHT IN THE COUNTY.

40 S 3647-Q. AUDIT AND ANNUAL REPORTS. 1. IN CONFORMITY WITH THE
41 PROVISIONS OF SECTION FIVE OF ARTICLE TEN OF THE CONSTITUTION, THE
42 ACCOUNTS OF THE CORPORATION SHALL BE SUBJECT TO THE SUPERVISION OF THE
43 STATE COMPTROLLER AND AN ANNUAL AUDIT SHALL BE PERFORMED BY AN INDEPEND-
44 ENT CERTIFIED PUBLIC ACCOUNTANT. THE CORPORATION SHALL ANNUALLY SUBMIT
45 TO THE COUNTY LEGISLATURE, COUNTY EXECUTIVE, GOVERNOR AND THE STATE
46 COMPTROLLER AND TO THE CHAIRPERSON OF THE SENATE FINANCE COMMITTEE AND
47 THE CHAIRPERSON OF THE ASSEMBLY WAYS AND MEANS COMMITTEE A DETAILED
48 REPORT PURSUANT TO THE PROVISIONS OF SECTION TWENTY-EIGHT HUNDRED OF
49 THIS CHAPTER, AND A COPY OF SUCH REPORT SHALL BE FILED WITH THE CLERK OF
50 THE COUNTY LEGISLATURE AND THE COUNTY EXECUTIVE.

51 2. THE CORPORATION SHALL REPORT ON AN ANNUAL BASIS THE FOLLOWING
52 INFORMATION: THE NAME, PRINCIPAL BUSINESS ADDRESS AND PRINCIPAL BUSINESS
53 ACTIVITIES OF EACH SUBSIDIARY OF THE CORPORATION; THE NAME OF ALL BOARD
54 MEMBERS AND OFFICERS OF EACH SUBSIDIARY; THE NUMBER OF EMPLOYEES OF EACH
55 SUBSIDIARY; A LIST OF ALL CONTRACTS IN EXCESS OF ONE HUNDRED THOUSAND
56 DOLLARS ENTERED INTO BY THE CORPORATION AND ITS SUBSIDIARIES IDENTIFYING

1 THE AMOUNT, PURPOSE AND DURATION OF SUCH CONTRACT; AND A FINANCIAL
2 STATEMENT, INCOME STATEMENT, AND BALANCE SHEET PERFORMED BY AN INDEPEND-
3 ENT CERTIFIED PUBLIC ACCOUNTANT ALL IN ACCORDANCE WITH GENERALLY
4 ACCEPTED ACCOUNTING PRINCIPLES OF THE CORPORATION AND EACH OF ITS
5 SUBSIDIARIES. AT THE TIME THE REPORTS REQUIRED BY SUBDIVISION ONE OF
6 THIS SECTION ARE SUBMITTED, SUCH REPORTS SHALL BE PROVIDED TO THE GOVER-
7 NOR, THE SPEAKER OF THE ASSEMBLY, THE TEMPORARY PRESIDENT OF THE SENATE
8 AND A COPY OF SUCH REPORT SHALL BE FILED WITH THE CLERK OF THE COUNTY
9 LEGISLATURE AND THE COUNTY EXECUTIVE.

10 S 3647-R. DEFENSE AND INDEMNIFICATION. THE CORPORATION SHALL NOT
11 EXECUTE ANY OF ITS POWERS, INCLUDING THE SPECIAL POWERS AUTHORIZED BY
12 SECTION THIRTY-SIX HUNDRED FORTY-SIX-F OF THIS TITLE, EXCEPT AS NECES-
13 SARY TO COMMENCE ITS CORPORATE EXISTENCE, UNTIL IT HAS ELECTED TO MAKE
14 THE PROVISIONS OF SECTION EIGHTEEN OF THE PUBLIC OFFICERS LAW APPLICABLE
15 TO ITS EMPLOYEES (AS SUCH TERM IS DEFINED IN SECTION EIGHTEEN OF THE
16 PUBLIC OFFICERS LAW) PURSUANT TO SUBDIVISION TWO OF SUCH SECTION;
17 PROVIDED, HOWEVER, THAT NOTHING CONTAINED WITHIN THIS SECTION SHALL BE
18 DEEMED TO PERMIT THE CORPORATION TO EXTEND THE PROVISIONS OF SECTION
19 EIGHTEEN OF THE PUBLIC OFFICERS LAW UPON ANY INDEPENDENT CONTRACTOR.

20 S 3647-S. TRANSFER OF APPLICATIONS, PROCEEDINGS, LICENSES, APPROVALS
21 AND PERMITS. 1. ANY APPLICATION, REVIEW, PERMIT, LICENSE, APPROVAL, OR
22 PROCESS IN RELATION TO OR IN FURTHERANCE OF THE PURPOSES OF OR CONTEM-
23 PLATED BY THIS TITLE HERETOFORE FILED OR UNDERTAKEN, OR ANY PROCEEDING
24 HERETOFORE COMMENCED OR ANY DETERMINATION, FINDING OR AWARD MADE, BY THE
25 COUNTY OR BY THE COUNTY WITH THE FEDERAL GOVERNMENT, THE STATE DEPART-
26 MENT OF HEALTH OR ANY OTHER PUBLIC CORPORATION SHALL INURE TO AND FOR
27 THE BENEFIT OF THE CORPORATION TO THE SAME EXTENT AND IN THE SAME MANNER
28 AS IF THE CORPORATION HAS BEEN A PARTY TO SUCH APPLICATION, REVIEW,
29 PERMIT, LICENSE, APPROVAL, PROCESS, OR PROCEEDING FROM ITS INCEPTION,
30 AND THE CORPORATION SHALL BE DEEMED A PARTY THERETO, TO THE EXTENT NOT
31 PROHIBITED BY FEDERAL LAW. ANY LICENSE, APPROVAL, PERMIT, DETERMI-
32 NATION, FINDING, AWARD OR DECISION HERETOFORE OR HEREAFTER ISSUED OR
33 GRANTED PURSUANT TO OR AS A RESULT OF ANY SUCH APPLICATION, REVIEW,
34 PROCESS OR PROCEEDING SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON
35 THE CORPORATION AND SHALL BE ASSIGNED AND TRANSFERRED BY THE COUNTY TO
36 THE CORPORATION UNLESS SUCH ASSIGNMENT AND TRANSFER IS PROHIBITED BY
37 FEDERAL LAW.

38 2. ALL SUCH APPLICATIONS, PROCEEDINGS, LICENSES, APPROVALS, PERMITS,
39 DETERMINATIONS, FINDINGS, AWARDS AND DECISIONS SHALL FURTHER INURE TO
40 AND FOR THE BENEFIT OF AND BE BINDING UPON ANY PERSON LEASING, ACQUIR-
41 ING, FINANCING, CONSTRUCTING, MAINTAINING, OPERATING, USING OR OCCUPYING
42 ANY FACILITY TRANSFERRED BY THE COUNTY TO THE CORPORATION PURSUANT TO
43 THIS TITLE.

44 S 3647-T. SEPARABILITY. IF ANY CLAUSE, SENTENCE, PARAGRAPH, SECTION,
45 OR PART OF THIS TITLE SHALL BE ADJUDGED BY ANY COURT OF COMPETENT JURIS-
46 DICTION TO BE INVALID, SUCH JUDGMENT SHALL NOT AFFECT, IMPAIR OR INVALI-
47 DATE THE REMAINDER THEREOF, BUT SHALL BE CONFINED IN ITS OPERATION TO
48 THE CLAUSE, SENTENCE, PARAGRAPH, SECTION, OR PART THEREOF INVOLVED IN
49 THE CONTROVERSY IN WHICH SUCH JUDGMENT SHALL HAVE BEEN RENDERED.

50 S 3647-U. APPLICABILITY OF LAWS. THE PROVISIONS OF THIS TITLE SHALL BE
51 SUBJECT TO THE PROVISIONS OF THE CIVIL PRACTICE LAW AND RULES, THE
52 PUBLIC HEALTH LAW, THE MENTAL HYGIENE LAW, THE SOCIAL SERVICES LAW, THE
53 EDUCATION LAW AND ANY OTHER APPLICABLE LAW OR REGULATION, INCLUDING ANY
54 AMENDMENT THERETO; PROVIDED, HOWEVER NOTHING IN THIS SECTION SHALL
55 REQUIRE THE COUNTY OR CORPORATION TO SEEK APPROVAL OR CONSENT FOR ANY
56 TRANSFER PURSUANT TO SECTIONS THIRTY-SIX HUNDRED FORTY-SEVEN-G AND THIR-

1 TY-SIX HUNDRED FORTY-SEVEN-S OF THIS TITLE; AND PROVIDED, FURTHER, THAT
2 THE CORPORATION SHALL NOT BE SUBJECT TO THE PROVISIONS OF TITLE TEN OF
3 ARTICLE NINE OF THIS CHAPTER.
4 S 2. This act shall take effect immediately.