

S T A T E O F N E W Y O R K

S. 5435--B

A. 7875--B

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

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

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.
10 3647-E. GENERAL POWERS OF THE CORPORATION.
11 3647-F. SPECIAL POWERS OF THE CORPORATION.
12 3647-G. TRANSFER OF PROPERTY; RELATIONSHIP WITH THE COUNTY;
13 CERTAIN GIFTS, LOANS AND GUARANTEES BY THE COUNTY.

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

LBD11219-03-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47 (E) EACH VOTING DIRECTOR SHOULD POSSESS A HIGH DEGREE OF EXPERIENCE
48 AND KNOWLEDGE IN RELEVANT FIELDS AND A HIGH DEGREE OF INTEREST IN THE
49 CORPORATION. THE APPOINTMENT OF ANY VOTING DIRECTOR TO THE CORPORATION
50 SHALL BE BASED IN PART ON THE OBJECTIVE OF ENSURING THAT THE CORPORATION
51 INCLUDES DIVERSE AND BENEFICIAL PERSPECTIVES AND EXPERIENCE, INCLUDING,
52 BUT NOT LIMITED TO, THOSE OF BUSINESS MANAGEMENT, LAW, FINANCE, MEDICAL
53 AND/OR OTHER HEALTH PROFESSIONALS, ELDERLY CARE, HEALTH SECTOR WORKERS,
54 AND THE PATIENT OR CONSUMER PERSPECTIVE.

55 (F) VACANCIES OCCURRING OTHERWISE THAN BY EXPIRATION OF TERM OF OFFICE
56 SHALL BE FILLED FOR THE UNEXPIRED TERMS IN THE MANNER PROVIDED FOR

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

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

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

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

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

30 4. THE BOARD OF DIRECTORS SHALL SELECT AND SHALL DETERMINE THE SALARY
31 AND BENEFITS OF THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION. THE
32 CHIEF EXECUTIVE OFFICER SHALL SERVE AT THE PLEASURE OF THE BOARD OF
33 DIRECTORS PROVIDED, HOWEVER, THAT REMOVAL WITHOUT CAUSE SHALL NOT PREJU-
34 DICE THE CONTRACT RIGHTS, IF ANY, OF THE CHIEF EXECUTIVE OFFICER.

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

46 6. THE CORPORATION AND ITS CORPORATE EXISTENCE SHALL CONTINUE UNTIL
47 TERMINATED BY LAW, PROVIDED, HOWEVER, THAT NO SUCH TERMINATION SHALL
48 TAKE EFFECT SO LONG AS THE CORPORATION SHALL HAVE BONDS OR OTHER OBLI-
49 GATIONS OUTSTANDING, UNLESS ADEQUATE PROVISION HAS BEEN MADE FOR THE
50 PAYMENT OR SATISFACTION THEREOF. UPON TERMINATION OF THE EXISTENCE OF
51 THE CORPORATION, ALL OF THE RIGHTS AND PROPERTIES OF THE CORPORATION
52 THEN REMAINING SHALL PASS TO AND VEST IN THE COUNTY IN SUCH MANNER AS
53 PRESCRIBED BY LAW.

54 7. CONTRACTS FOR PUBLIC WORKS OR PURCHASES TO WHICH THE CORPORATION IS
55 A PARTY SHALL BE SUBJECT TO THE PROVISIONS OF ARTICLE FIVE-A OF THE
56 GENERAL MUNICIPAL LAW EXCEPT AS PROVIDED IN SUBDIVISIONS EIGHT AND NINE

1 OF THIS SECTION PROVIDED, HOWEVER, THAT ANY PROCUREMENT LAWS CURRENTLY
2 APPLICABLE TO THE COUNTY BY VIRTUE OF ITS OWNERSHIP OF ANY HEALTH FACIL-
3 ITY TRANSFERRED TO THE CORPORATION SHALL ALSO APPLY TO THE CORPORATION.
4 IN ADDITION TO THE PROCEDURES PRESCRIBED UNDER SECTION ONE HUNDRED FOUR
5 OF THE GENERAL MUNICIPAL LAW FOR THE UTILIZATION OF THE TERMS OF STATE
6 CONTRACTS, THE CORPORATION MAY UTILIZE THE TERMS OF A FEDERAL GOVERNMENT
7 GENERAL SERVICES CONTRACT WHERE THE TERMS ARE TO THE ADVANTAGE OF THE
8 CORPORATION AND HAVE BEEN OFFERED TO THE CORPORATION BY THE CONTRACTOR.
9 WHEN BIDS HAVE ALREADY BEEN RECEIVED BY THE CORPORATION, NO PURCHASE
10 UNDER A FEDERAL GOVERNMENT GENERAL SERVICES CONTRACT SHALL BE MADE
11 UNLESS THE PURCHASE MAY BE MADE UPON THE SAME TERMS, CONDITIONS AND
12 SPECIFICATIONS AT A LOWER PRICE THROUGH SUCH CONTRACTOR.

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

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

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

48 (2) A PROPOSAL CLEARLY IDENTIFYING AND SPECIFYING ALL ELEMENTS OF COST
49 WHICH WOULD BECOME CHARGES TO THE CORPORATION, IN WHATEVER FORM, IN
50 RETURN FOR THE FULFILLMENT BY THE PROJECT DEVELOPER FOR THE FULL LIFE-
51 TIME OF A PROPOSED CONTRACT, INCLUDING, AS APPROPRIATE, BUT NOT LIMITED
52 TO THE COST OF PLANNING, DESIGN, CONSTRUCTION, OPERATION, MANAGEMENT
53 AND/OR MAINTENANCE OF ANY FACILITY, AND CLEARLY IDENTIFYING AND SPECIFY-
54 ING ALL ELEMENTS OF REVENUE WHICH WOULD ACCRUE TO THE CORPORATION FROM
55 THE OPERATION OF THE FACILITY; OR DEVICE OR FROM ANY OTHER SOURCE;
56 PROVIDED, THAT THE CORPORATION MAY PRESCRIBE THE FORM AND CONTENT OF

1 SUCH PROPOSAL AND THAT, IN ANY EVENT, THE PROJECT DEVELOPER MUST SUBMIT
2 SUFFICIENTLY DETAILED INFORMATION TO PERMIT A FAIR AND EQUITABLE EVALU-
3 ATION BY THE CORPORATION OF SUCH PROPOSAL; AND PROVIDED, FURTHER, THAT
4 THE CORPORATION MAY SET MAXIMUM ALLOWABLE COST LIMITS IN ANY FORM IN THE
5 REQUEST FOR PROPOSALS; AND

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

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

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

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

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

45 9. EVERY CONTRACT ENTERED INTO BETWEEN THE CORPORATION AND A PROJECT
46 DEVELOPER, PURSUANT TO THE PROVISIONS OF PARAGRAPH (D) OF SUBDIVISION
47 EIGHT OF THIS SECTION, FOR A MEDICAL PROJECT INVOLVING CONSTRUCTION OF A
48 MEDICAL BUILDING BY THE PROJECT DEVELOPER, SHALL CONTAIN PROVISIONS THAT
49 SUCH BUILDING SHALL BE CONSTRUCTED THROUGH CONSTRUCTION CONTRACTS
50 AWARDED THROUGH COMPETITIVE BIDDING IN ACCORDANCE WITH PARAGRAPHS (A)
51 THROUGH (G) OF THIS SUBDIVISION; THAT THE PROJECT DEVELOPER OR THE
52 PROJECT DEVELOPER'S CONSTRUCTION SUBCONTRACTOR SHALL FURNISH A BOND
53 GUARANTEEING PROMPT PAYMENT OF MONEYS THAT ARE DUE TO ALL PERSONS
54 FURNISHING LABOR AND MATERIALS PURSUANT TO THE REQUIREMENTS OF SUCH
55 CONSTRUCTION CONTRACTS, AND THAT A COPY OF SUCH PAYMENT BOND SHALL BE
56 KEPT BY THE CORPORATION AND SHALL BE OPEN TO PUBLIC INSPECTION;

1 PROVIDED, HOWEVER, THAT THE REQUIREMENTS OF THIS SUBDIVISION SHALL NOT
2 APPLY WHEN THE COST OF A CONSTRUCTION PROJECT IS LESS THAN ONE MILLION
3 DOLLARS.

4 (A) THE PROJECT DEVELOPER SHALL ADVERTISE FOR BIDS FOR SUCH
5 CONSTRUCTION CONTRACTS IN A DAILY NEWSPAPER HAVING GENERAL CIRCULATION
6 IN THE COUNTY. SUCH ADVERTISEMENT SHALL CONTAIN A STATEMENT OF THE TIME
7 AND PLACE WHERE ALL BIDS RECEIVED PURSUANT TO SUCH NOTICE WILL BE
8 PUBLICLY OPENED AND READ. AN EMPLOYEE OF THE CORPORATION SHALL BE DESIG-
9 NATED TO OPEN THE BIDS AT THE TIME AND PLACE SPECIFIED IN THE NOTICE.
10 ALL BIDS RECEIVED SHALL BE PUBLICLY OPENED AND READ AT THE TIME AND
11 PLACE SO SPECIFIED. AT LEAST FIVE DAYS SHALL ELAPSE BETWEEN THE PUBLICA-
12 TION OF SUCH ADVERTISEMENT AND DATE ON WHICH THE BIDS ARE OPENED.

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

18 (1) PLUMBING AND GAS FITTINGS;

19 (2) STEAM HEATING, HOT WATER HEATING, VENTILATING AND AIR CONDITIONING
20 APPARATUS; AND

21 (3) ELECTRIC WIRING AND STANDARD ILLUMINATING FIXTURES.

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

35 (D) IN DETERMINING WHETHER A PROSPECTIVE CONTRACTOR IS RESPONSIBLE AND
36 RESPONSIVE, THE PROJECT DEVELOPER MAY REQUIRE THAT PROSPECTIVE CONTRAC-
37 TORS:

38 (1) HAVE ADEQUATE FINANCIAL RESOURCES OR THE ABILITY TO OBTAIN SUCH
39 RESOURCES;

40 (2) BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY OR
41 PERFORMANCE SCHEDULE;

42 (3) HAVE A SATISFACTORY RECORD OF PERFORMANCE;

43 (4) HAVE THE NECESSARY ORGANIZATION, EXPERIENCE, OPERATIONAL CONTROLS,
44 AND TECHNICAL SKILLS, OR THE ABILITY TO OBTAIN THEM;

45 (5) HAVE THE NECESSARY PRODUCTION, CONSTRUCTION AND TECHNICAL EQUIP-
46 MENT AND FACILITIES, OR THE ABILITY TO OBTAIN THEM; AND

47 (6) BE ELIGIBLE TO RECEIVE AN AWARD UNDER APPLICABLE LAW AND REGU-
48 LATIONS AND BE OTHERWISE QUALIFIED.

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

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

55 (G) ONLY AS USED IN THIS SECTION:

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

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

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

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

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

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

33 S 3647-D. TRANSFER OF OFFICERS AND EMPLOYEES; CIVIL SERVICE. 1. (A) ON
34 THE EFFECTIVE DATE OF THE TRANSFER OF THE FACILITIES AND OPERATIONS OF
35 THE COUNTY TO THE CORPORATION PURSUANT TO AN AGREEMENT BETWEEN THE COUN-
36 TY AND THE CORPORATION AS AUTHORIZED IN THIS TITLE, OFFICERS AND EMPLOY-
37 EES EMPLOYED IN A DEPARTMENT OR AGENCY OF THE COUNTY SHALL BECOME OFFI-
38 CERS AND EMPLOYEES OF THE CORPORATION WITH EQUIVALENT OFFICES, POSITIONS
39 AND EMPLOYMENT THEREWITH AND SHALL BE DEEMED PUBLIC OFFICERS OR PUBLIC
40 EMPLOYEES FOR ALL PURPOSES.

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

51 (C) ANY PERSON WHO, AT THE TIME HE OR SHE BECOMES AN OFFICER OR
52 EMPLOYEE OF THE CORPORATION PURSUANT TO PARAGRAPH (A) OR (B) OF THIS
53 SUBDIVISION, HAS A TEMPORARY OR PROVISIONAL APPOINTMENT SHALL BE TRANS-
54 FERRED SUBJECT TO THE SAME RIGHT OF REMOVAL, EXAMINATION OR TERMINATION
55 AS THOUGH SUCH TRANSFER HAD NOT BEEN MADE EXCEPT TO THE EXTENT SUCH
56 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 REGULATIONS GOVERNING THE EXERCISE OF ITS POWERS AND THE FULFILLMENT OF ITS PURPOSES UNDER THIS TITLE;

5. (A) TO ACQUIRE BY PURCHASE, GRANT, LEASE, GIFT, OR OTHERWISE AND TO HOLD AND USE PROPERTY NECESSARY, CONVENIENT OR DESIRABLE TO CARRY OUT ITS CORPORATE PURPOSES, AND TO SELL, CONVEY, MORTGAGE, LEASE, PLEDGE,

1 EXCHANGE OR OTHERWISE DISPOSE OF ANY SUCH PROPERTY IN SUCH MANNER AS THE
2 CORPORATION SHALL DETERMINE;

3 (B) TO ACQUIRE BY CONDEMNATION PURSUANT TO THE PROVISIONS OF THE
4 EMINENT DOMAIN PROCEDURE LAW ANY REAL PROPERTY WITHIN THE COUNTY
5 REQUIRED BY THE CORPORATION TO CARRY OUT THE POWERS GRANTED BY THIS
6 TITLE WITH THE APPROVAL OF BOTH THE COUNTY LEGISLATURE AND THE COUNTY
7 EXECUTIVE;

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

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

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

19 9. TO DESIGNATE THE DEPOSITORIES OF ITS MONEY;

20 10. TO ESTABLISH ITS FISCAL YEAR;

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

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

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

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

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

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

46 17. TO INSURE OR OTHERWISE TO PROVIDE FOR THE INSURANCE OF THE CORPO-
47 RATION'S PROPERTY OR OPERATIONS AND ALSO CONTRACT AGAINST SUCH OTHER
48 RISKS AS THE CORPORATION MAY DEEM ADVISABLE, INCLUDING THE INTEREST RATE
49 RISK FOR OBLIGATIONS IT ISSUES BEARING INTEREST AT A FLOATING OR OTHER-
50 WISE ADJUSTABLE RATE WHICH PREVENTS THE ACTUAL RATE OVER THE TERM OF THE
51 DEBT FROM BEING ASCERTAINED AT THE DATE OF ITS INCURRENCE, AND INCLUDING
52 THE POWER TO MAKE ANY PAYMENTS WITH RESPECT THERETO; AND

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

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

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

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

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

30 4. TO DETERMINE THE CONDITIONS UNDER WHICH A PHYSICIAN MAY BE EXTENDED
31 THE PRIVILEGE OF PRACTICING WITHIN A HEALTH FACILITY UNDER THE JURISDIC-
32 TION OF THE CORPORATION, AND TO PROMULGATE REASONABLE INTERNAL POLICIES
33 FOR THE CONDUCT OF ALL PERSONS, PHYSICIANS AND NURSES WITHIN SUCH FACIL-
34 ITY; AND

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

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

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

51 (D) THE CORPORATION MAY TRANSFER TO ANY SUBSIDIARY ENTITY ANY MONIES,
52 REAL OR PERSONAL OR MIXED PROPERTY IN ORDER TO CARRY OUT THE PURPOSES OF
53 THIS TITLE, SUBJECT TO THE RIGHTS OF THE HOLDERS OF ANY BONDS OF THE
54 CORPORATION.

55 (E) ANY SUBSIDIARY WHICH PROVIDES HEALTH CARE SERVICES PREVIOUSLY
56 PROVIDED BY THE COUNTY AND TRANSFERRED BY THE CORPORATION TO THE SUBSID-

1 IARY SHALL COMPLY WITH AND BE SUBJECT TO SUBDIVISION NINE OF THIS
2 SECTION AND SUBDIVISIONS SEVEN THROUGH TEN INCLUSIVE OF SECTION THIRTY-
3 SIX HUNDRED FORTY-SEVEN-C, SECTIONS THIRTY-SIX HUNDRED FORTY-SEVEN-K,
4 THIRTY-SIX HUNDRED FORTY-SEVEN-O, THIRTY-SIX HUNDRED FORTY-SEVEN-Q,
5 THIRTY-SIX HUNDRED FORTY-SEVEN-R AND THIRTY-SIX HUNDRED FORTY-SEVEN-S OF
6 THIS TITLE AS APPLICABLE. THE TRANSFER OF ANY MONIES, REAL OR PERSONAL
7 OR MIXED PROPERTY TO A SUBSIDIARY SHALL BE GOVERNED BY ANY RESTRICTIONS
8 OR LIMITATIONS AS THE COUNTY MAY ESTABLISH IN THE AGREEMENT BETWEEN THE
9 COUNTY AND THE CORPORATION AS DESCRIBED IN SUBDIVISION ONE OF SECTION
10 THIRTY-SIX HUNDRED FORTY-SEVEN-G OF THIS TITLE.

11 (F) ANY MATERIAL CHANGE IN THE OPERATION OF A HEALTH FACILITY THAT
12 OCCURS PURSUANT TO A TRANSFER OR AGREEMENT BETWEEN THE CORPORATION AND
13 ANY OF ITS SUBSIDIARIES SHALL REQUIRE THE BOARD OF SUCH CORPORATION OR
14 SUBSIDIARY TO PROVIDE WRITTEN NOTICE OF SUCH TRANSFER OR AGREEMENT TO
15 THE COUNTY EXECUTIVE AND MAJORITY LEADER AND MINORITY LEADER OF THE
16 COUNTY LEGISLATURE WITHIN SEVEN DAYS OF SUCH TRANSFER.

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

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

21 8. TO CONTRACT WITH THE COUNTY TO PROVIDE, IN WHOLE OR IN PART, HEALTH
22 CARE SERVICES, AND TO OPERATE FACILITIES AND PROGRAMS WHICH PROVIDE
23 HEALTH CARE SERVICES.

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

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

45 (B) ANY SUCH CONTRACT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE SHALL
46 BE UPON SUCH TERMS AND CONDITIONS, FOR SUCH CONSIDERATION WHICH MAY
47 INCLUDE CASH, SERVICES OR ANY COMBINATION THEREOF WHICH THE COUNTY
48 DETERMINES TO BE IN THE BEST INTERESTS OF THE CITIZENS AND TAXPAYERS OF
49 THE COUNTY AND FOR SUCH TERM OR TERMS OF YEARS, SUBJECT TO THE RIGHTS OF
50 THE HOLDERS OF ANY BONDS, AS THE CORPORATION AND THE COUNTY MAY AGREE.
51 NO REAL PROPERTY OF THE COUNTY CONSISTING OF ANY HEALTH FACILITY
52 CURRENTLY OPERATED IN ROCKLAND COUNTY SHALL BE TRANSFERRED TO THE CORPO-
53 RATION IN FEE, EXCEPT UNDER SUCH RESTRICTIONS REGARDING RIGHTS OF FIRST
54 REFUSAL, OR OTHER RIGHTS, TO REPURCHASE THE PROPERTY AS THE ROCKLAND
55 COUNTY LEGISLATURE SHALL APPROVE BY ACT. ANY SUCH CONTRACT, SALE,
56 CONVEYANCE, LEASE, LOAN OR LICENSE SHALL NOT BE SUBJECT TO REFERENDUM,

1 PERMISSIVE OR MANDATORY. IN THE EVENT THAT THE COUNTY CONTRACTS, SELLS,
2 CONVEYS, LOANS, LICENSES OR LEASES ANY PROPERTY OR ASSETS TO THE CORPO-
3 RATION, THE COUNTY MAY CONTRACT WITH THE CORPORATION TO LEASE, BORROW,
4 LICENSE, OPERATE, MAINTAIN, MANAGE AND PROVIDE SERVICES FOR SUCH FACILI-
5 TIES UPON SUCH TERMS AND CONDITIONS AND FOR SUCH TERM OR TERMS OF YEARS,
6 SUBJECT TO THE RIGHTS OF HOLDERS OF BONDS, AS THE CORPORATION AND THE
7 COUNTY MAY AGREE. THE CORPORATION, IN FURTHERANCE OF ANY PURCHASE,
8 CONVEYANCE OR LEASE OF ANY PROPERTY OR FACILITY FROM THE COUNTY, MAY
9 ASSUME THE PRIMARY RESPONSIBILITY FOR THE PAYMENT OF THE PRINCIPAL AND
10 INTEREST ON ANY BONDS OR NOTES ISSUED BY THE COUNTY FOR SUCH PROPERTY OR
11 FACILITY.

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

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

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

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

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

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

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

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

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

45 (E) INDEMNIFICATION BY THE CORPORATION OF THE COUNTY FOR CLAIMS ASSO-
46 CIATED WITH ESTABLISHMENT OF AND OPERATION OF THE CORPORATION AND ITS
47 HEALTH FACILITIES;

48 (F) THE GIFT, GRANT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE BY THE
49 COUNTY TO THE CORPORATION OF ANY PROPERTY (EXCEPT MONIES APPROPRIATED BY
50 THE COUNTY AND PAYABLE TO THE CORPORATION PURSUANT TO SUBDIVISION THREE
51 OF THIS SECTION AND PARAGRAPH (A) OF THIS SUBDIVISION) OR FACILITIES
52 WHICH ARE USEFUL IN CONNECTION WITH THE EXERCISE BY THE CORPORATION OF
53 ANY OF ITS POWERS UNDER THIS TITLE NOT TRANSFERRED PURSUANT TO THE
54 AUTHORITY GRANTED IN PARAGRAPH (A) OF SUBDIVISION ONE OF THIS SECTION,
55 WHICH GIFT, GRANT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE SHALL NEVER-

THELESS BE SUBJECT TO PARAGRAPH (B) OF SUBDIVISION ONE OF THIS SECTION;
AND

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

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

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

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

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

(B) ANY GUARANTEE BY THE COUNTY MADE PURSUANT TO THE AUTHORITY GRANTED
IN THIS SECTION SHALL BE AUTHORIZED BY RESOLUTION OR RESOLUTIONS OF THE
COUNTY IN THE SAME MANNER AS SUCH RESOLUTION OR RESOLUTIONS AUTHORIZING
THE ISSUANCE OF BONDS OF THE COUNTY FOR THE PURPOSES FOR WHICH SUCH
GUARANTEE IS UNDERTAKEN.

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

7. FOR PURPOSES OF SUBDIVISION FOUR OF PARAGRAPH A OF SECTION 25.00 OF
THE LOCAL FINANCE LAW, AMOUNTS TO BE DERIVED BY THE COUNTY OF ROCKLAND

1 FROM THE CORPORATION, OR ANY SUBSIDIARY THEREOF, SHALL BE INCLUDED IN
2 THE TERM "OTHER INCOME".

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

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

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

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

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

46 3. BONDS ISSUED BY THE CORPORATION MAY BE GENERAL OBLIGATIONS SECURED
47 BY THE FAITH AND CREDIT OF THE CORPORATION OR MAY BE SPECIAL OBLIGATIONS
48 PAYABLE SOLELY OUT OF PARTICULAR REVENUES OR OTHER MONIES AS MAY BE
49 DESIGNATED IN THE PROCEEDINGS OF THE CORPORATION UNDER WHICH THE BONDS
50 SHALL BE AUTHORIZED TO BE ISSUED, SUBJECT AS TO PRIORITY ONLY TO ANY
51 AGREEMENTS WITH THE HOLDERS OF OUTSTANDING BONDS PLEDGING ANY PARTICULAR
52 PROPERTY, REVENUES OR MONIES. THE CORPORATION MAY ALSO ENTER INTO LOAN
53 AGREEMENTS, LINES OF CREDIT AND OTHER SECURITY AGREEMENTS AND OBTAIN FOR
54 OR ON ITS BEHALF LETTERS OF CREDIT, INSURANCE, GUARANTEES OR OTHER CRED-
55 IT ENHANCEMENTS TO THE EXTENT NOW OR HEREAFTER AVAILABLE, IN EACH CASE

1 FOR THE PURPOSE OF SECURING ITS BONDS OR NOTES OR TO PROVIDE DIRECT
2 PAYMENT OF ANY AMOUNTS WHICH THE CORPORATION IS AUTHORIZED TO PAY.

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

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

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

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

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

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

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

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

46 (G) THE PROCEDURE, IF ANY, BY WHICH THE TERMS OF ANY CONTRACT WITH
47 BONDHOLDERS MAY BE AMENDED OR ABROGATED, INCLUDING THE PROPORTION OF
48 BONDHOLDERS WHICH MUST CONSENT THERETO, AND THE MANNER IN WHICH SUCH
49 CONSENT MAY BE GIVEN;

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

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

54 (J) VESTING IN A TRUSTEE OR TRUSTEES SUCH PROPERTIES, RIGHTS, POWERS
55 AND DUTIES IN TRUST AS THE CORPORATION MAY DETERMINE WHICH MAY INCLUDE
56 ANY OR ALL OF THE RIGHTS, POWERS AND DUTIES OF THE TRUSTEES APPOINTED BY

1 THE BONDHOLDERS PURSUANT TO SECTION THIRTY-SIX HUNDRED FORTY-SEVEN-I OF
2 THIS TITLE AND LIMITING THE RIGHTS OF THE BONDHOLDERS TO APPOINT A TRUS-
3 TEE UNDER SUCH SECTION OR LIMITING THE RIGHTS, DUTIES AND POWERS OF SUCH
4 TRUSTEE;

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

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

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

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

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

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

43 7. ANY PROVISION OF THE UNIFORM COMMERCIAL CODE TO THE CONTRARY
44 NOTWITHSTANDING, ANY PLEDGE OF OR OTHER SECURITY INTEREST IN REVENUES,
45 MONIES, ACCOUNTS, CONTRACT RIGHTS, GENERAL INTANGIBLES OR OTHER PERSONAL
46 PROPERTY MADE OR CREATED BY THE CORPORATION SHALL BE VALID, BINDING AND
47 PERFECTED FROM THE TIME WHEN SUCH PLEDGE IS MADE OR OTHER SECURITY
48 INTEREST ATTACHES WITHOUT ANY PHYSICAL DELIVERY OF THE COLLATERAL OR
49 FURTHER ACT, AND THE LIEN OF ANY SUCH PLEDGE OR OTHER SECURITY INTEREST
50 SHALL BE VALID, BINDING AND PERFECTED AGAINST ALL PARTIES HAVING CLAIMS
51 OF ANY KIND IN TORT, CONTRACT OR OTHERWISE AGAINST THE CORPORATION IRRE-
52 SPECTIVE OF WHETHER OR NOT SUCH PARTIES HAVE NOTICE THEREOF. NO INSTRU-
53 MENT BY WHICH SUCH A PLEDGE OR SECURITY INTEREST IS CREATED NOR ANY
54 FINANCING STATEMENT NEED BE RECORDED OR FILED.

55 8. WHETHER OR NOT THE BONDS OF THE CORPORATION ARE OF SUCH FORM AND
56 CHARACTER AS TO BE NEGOTIABLE INSTRUMENTS UNDER THE TERMS OF THE UNIFORM

1 COMMERCIAL CODE, THE BONDS ARE HEREBY MADE NEGOTIABLE INSTRUMENTS WITHIN
2 THE MEANING OF AND FOR ALL THE PURPOSES OF THE UNIFORM COMMERCIAL CODE,
3 SUBJECT ONLY TO THE PROVISIONS OF THE BONDS FOR REGISTRATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 S 3647-J. STATE AND COUNTY NOT LIABLE ON CORPORATION BONDS. 1. THE
26 STATE SHALL NOT BE LIABLE ON THE BONDS OR NOTES OF THE CORPORATION AND
27 SUCH BONDS OR NOTES SHALL NOT BE A DEBT OF THE STATE, AND SUCH BONDS AND
28 NOTES SHALL CONTAIN ON THE FACE THEREOF A STATEMENT TO SUCH EFFECT.

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

36 S 3647-K. MONIES OF THE CORPORATION. ALL MONIES OF THE CORPORATION
37 FROM WHATEVER SOURCE DERIVED SHALL BE PAID TO THE TREASURER OF THE
38 CORPORATION AND SHALL BE DEPOSITED FORTHWITH IN A BANK OR BANKS DESIG-
39 NATED BY THE CORPORATION. THE MONIES IN SUCH ACCOUNTS SHALL BE PAID OUT
40 OR WITHDRAWN ON THE ORDER OF SUCH PERSON OR PERSONS AS THE CORPORATION
41 MAY AUTHORIZE TO MAKE SUCH REQUISITIONS. ALL DEPOSITS OF SUCH MONIES
42 SHALL BE SECURED BY OBLIGATIONS OF THE UNITED STATES OR OF THE STATE OR
43 OF ANY MUNICIPALITY OF A MARKET VALUE EQUAL AT ALL TIMES TO THE AMOUNT
44 ON DEPOSIT AND ALL BANKS AND TRUST COMPANIES ARE AUTHORIZED TO GIVE SUCH
45 SECURITY FOR SUCH DEPOSITS. ALTERNATIVELY, MONIES OF THE CORPORATION MAY
46 BE DEPOSITED IN MONEY MARKET FUNDS RATED IN THE HIGHEST SHORT TERM OR
47 LONG TERM RATING CATEGORY BY AT LEAST ONE NATIONALLY RECOGNIZED RATING
48 AGENCY. TO THE EXTENT PRACTICABLE, CONSISTENT WITH THE CASH REQUIRE-
49 MENTS OF THE CORPORATION, ALL SUCH MONIES SHALL BE DEPOSITED IN INTEREST
50 BEARING ACCOUNTS. THE CORPORATION SHALL HAVE POWER, NOTWITHSTANDING THE
51 PROVISIONS OF THIS SECTION, TO CONTRACT WITH THE HOLDERS OF ANY BONDS AS
52 TO THE CUSTODY, COLLECTION, SECURITY, INVESTMENT AND PAYMENT OF ANY
53 MONIES OF THE CORPORATION OR ANY MONIES HELD IN TRUST OR OTHERWISE FOR
54 THE PAYMENT OF BONDS OR ANY WAY TO SECURE BONDS, AND CARRY OUT ANY SUCH
55 CONTRACT NOTWITHSTANDING THAT SUCH CONTRACT MAY BE INCONSISTENT WITH THE
56

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

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

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

48 S 3647-N. AGREEMENT WITH COUNTY. EXCEPT WHERE REQUIRED TO ACT PURSUANT
49 TO LAW, THE COUNTY IS AUTHORIZED TO PLEDGE TO AND AGREE WITH THE HOLDERS
50 OF ANY BONDS ISSUED BY THE CORPORATION PURSUANT TO THIS TITLE AND WITH
51 THOSE PERSONS OR PUBLIC CORPORATIONS WHO MAY ENTER INTO CONTRACTS WITH
52 THE CORPORATION PURSUANT TO THE PROVISIONS OF THIS TITLE THAT THE COUNTY
53 WILL NOT ALTER, LIMIT OR IMPAIR THE RIGHTS HEREBY VESTED IN THE CORPO-
54 RATION TO PURCHASE, CONSTRUCT, OWN AND OPERATE, MAINTAIN, REPAIR,
55 IMPROVE, RECONSTRUCT, RENOVATE, REHABILITATE, ENLARGE, INCREASE AND
56 EXTEND, OR DISPOSE OF ANY PROJECT, OR ANY PART OR PARTS THEREOF, FOR

1 WHICH BONDS OF THE CORPORATION SHALL HAVE BEEN ISSUED, TO ESTABLISH AND
2 COLLECT RATES, RENTS, FEES AND OTHER CHARGES REFERRED TO IN THIS TITLE,
3 TO FULFILL THE TERMS OF ANY AGREEMENTS MADE WITH THE HOLDERS OF THE
4 BONDS OR WITH ANY PUBLIC CORPORATION OR PERSON WITH REFERENCE TO SUCH
5 PROJECT OR PART THEREOF, OR IN ANY WAY IMPAIR THE RIGHTS AND REMEDIES OF
6 THE HOLDERS OF BONDS, UNTIL THE BONDS, TOGETHER WITH INTEREST THEREON,
7 INCLUDING INTEREST ON ANY UNPAID INSTALLMENTS OF INTEREST, AND ALL COSTS
8 AND EXPENSES IN CONNECTION WITH ANY ACTION OR PROCEEDING BY OR ON BEHALF
9 OF THE HOLDERS OF BONDS, ARE FULLY MET AND DISCHARGED AND SUCH CONTRACTS
10 ARE FULLY PERFORMED ON THE PART OF THE CORPORATION.

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

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

42 S 3647-P. ACTIONS AGAINST CORPORATION. 1. EXCEPT IN AN ACTION FOR
43 WRONGFUL DEATH, NO ACTION OR SPECIAL PROCEEDING SHALL BE PROSECUTED OR
44 MAINTAINED AGAINST THE CORPORATION, ITS MEMBERS, OFFICERS OR EMPLOYEES
45 FOR PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY ALLEGED TO
46 HAVE BEEN SUSTAINED BY REASON OF THE NEGLIGENCE, TORT OR WRONGFUL ACT OF
47 THE CORPORATION OR OF ANY MEMBER, OFFICER, AGENT OR EMPLOYEE THEREOF,
48 UNLESS (A) NOTICE OF CLAIM SHALL HAVE BEEN MADE AND SERVED UPON THE
49 CORPORATION WITHIN THE TIME LIMIT SET BY AND IN COMPLIANCE WITH SECTION
50 FIFTY-E OF THE GENERAL MUNICIPAL LAW, (B) IT SHALL APPEAR BY AND AS AN
51 ALLEGATION IN THE COMPLAINT OR MOVING PAPERS THAT AT LEAST THIRTY DAYS
52 HAVE ELAPSED SINCE THE SERVICE OF SUCH NOTICE AND THAT ADJUSTMENT OR
53 PAYMENT THEREOF HAS BEEN NEGLECTED OR REFUSED, (C) THE ACTION OR SPECIAL
54 PROCEEDING SHALL BE COMMENCED WITHIN ONE YEAR AND NINETY DAYS AFTER THE
55 HAPPENING OF THE EVENT UPON WHICH THE CLAIM IS BASED, AND (D) AN ACTION,
56 AGAINST THE CORPORATION FOR WRONGFUL DEATH, SHALL BE COMMENCED IN

1 ACCORDANCE WITH THE NOTICE OF CLAIM AND TIME LIMITATION PROVISIONS OF
2 TITLE ELEVEN OF ARTICLE NINE OF THIS CHAPTER.

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

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

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

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

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

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

45 2. THE CORPORATION SHALL REPORT ON AN ANNUAL BASIS THE FOLLOWING
46 INFORMATION: THE NAME, PRINCIPAL BUSINESS ADDRESS AND PRINCIPAL BUSINESS
47 ACTIVITIES OF EACH SUBSIDIARY OF THE CORPORATION; THE NAME OF ALL BOARD
48 MEMBERS AND OFFICERS OF EACH SUBSIDIARY; THE NUMBER OF EMPLOYEES OF EACH
49 SUBSIDIARY; A LIST OF ALL CONTRACTS IN EXCESS OF ONE HUNDRED THOUSAND
50 DOLLARS ENTERED INTO BY THE CORPORATION AND ITS SUBSIDIARIES IDENTIFYING
51 THE AMOUNT, PURPOSE AND DURATION OF SUCH CONTRACT; AND A FINANCIAL
52 STATEMENT, INCOME STATEMENT, AND BALANCE SHEET PERFORMED BY AN INDEPEND-
53 ENT CERTIFIED PUBLIC ACCOUNTANT ALL IN ACCORDANCE WITH GENERALLY
54 ACCEPTED ACCOUNTING PRINCIPLES OF THE CORPORATION AND EACH OF ITS
55 SUBSIDIARIES. AT THE TIME THE REPORTS REQUIRED BY SUBDIVISION ONE OF
56 THIS SECTION ARE SUBMITTED, SUCH REPORTS SHALL BE PROVIDED TO THE GOVER-

1 NOR, THE SPEAKER OF THE ASSEMBLY, THE TEMPORARY PRESIDENT OF THE SENATE
2 AND A COPY OF SUCH REPORT SHALL BE FILED WITH THE CLERK OF THE COUNTY
3 LEGISLATURE AND THE COUNTY EXECUTIVE.

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

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

32 2. ALL SUCH APPLICATIONS, PROCEEDINGS, LICENSES, APPROVALS, PERMITS,
33 DETERMINATIONS, FINDINGS, AWARDS AND DECISIONS SHALL FURTHER INURE TO
34 AND FOR THE BENEFIT OF AND BE BINDING UPON ANY PERSON LEASING, ACQUIR-
35 ING, FINANCING, CONSTRUCTING, MAINTAINING, OPERATING, USING OR OCCUPYING
36 ANY FACILITY TRANSFERRED BY THE COUNTY TO THE CORPORATION PURSUANT TO
37 THIS TITLE.

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

44 S 3647-U. APPLICABILITY OF LAWS. THE PROVISIONS OF THIS TITLE SHALL BE
45 SUBJECT TO THE PROVISIONS OF THE CIVIL PRACTICE LAW AND RULES, THE
46 PUBLIC HEALTH LAW, THE MENTAL HYGIENE LAW, THE SOCIAL SERVICES LAW, THE
47 EDUCATION LAW AND ANY OTHER APPLICABLE LAW OR REGULATION, INCLUDING ANY
48 AMENDMENT THERETO; PROVIDED, HOWEVER NOTHING IN THIS SECTION SHALL
49 REQUIRE THE COUNTY OR CORPORATION TO SEEK APPROVAL OR CONSENT FOR ANY
50 TRANSFER PURSUANT TO SECTIONS THIRTY-SIX HUNDRED FORTY-SEVEN-G AND THIR-
51 TY-SIX HUNDRED FORTY-SEVEN-S OF THIS TITLE; AND PROVIDED, FURTHER, THAT
52 THE CORPORATION SHALL NOT BE SUBJECT TO THE PROVISIONS OF TITLE TEN OF
53 ARTICLE NINE OF THIS CHAPTER.

54 S 2. This act shall take effect immediately.