

S. 8500

A. 11719

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

October 13, 2010

IN SENATE -- Introduced by Sen. FOLEY -- read twice and ordered printed,
and when printed to be committed to the Committee on Rules

IN ASSEMBLY -- Introduced by COMMITTEE ON RULES -- (at request of M. of
A. Englebright) -- read once and referred to the Committee on Corpo-
rations, Authorities and Commissions

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

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

1 Section 1. Article 10-C of the public authorities law is amended by
2 adding a new title 2-A to read as follows:
3 TITLE 2-A
4 SUFFOLK HEALTH CARE CORPORATION
5 SECTION 3450. SHORT TITLE.
6 3451. LEGISLATIVE FINDINGS AND PURPOSE.
7 3452. DEFINITIONS.
8 3453. SUFFOLK HEALTH CARE CORPORATION.
9 3454. TRANSFER OF OFFICERS AND EMPLOYEES; CIVIL SERVICE.
10 3455. GENERAL POWERS OF THE CORPORATION.
11 3456. SPECIAL POWERS OF THE CORPORATION.
12 3457. TRANSFER OF PROPERTY; RELATIONSHIP WITH THE COUNTY;
13 CERTAIN GIFTS, LOANS AND GUARANTEES BY THE COUNTY.
14 3458. BONDS OR NOTES OF THE CORPORATION.
15 3459. REMEDIES OF BONDHOLDERS.
16 3460. STATE AND COUNTY NOT LIABLE ON CORPORATION BONDS.
17 3461. MONIES OF THE CORPORATION.
18 3462. BONDS; LEGAL INVESTMENT FOR FIDUCIARIES.
19 3463. AGREEMENT WITH STATE.
20 3464. AGREEMENT WITH COUNTY.
21 3465. EXEMPTION FROM TAXES AND CERTAIN FEES.
22 3466. ACTIONS AGAINST CORPORATION.
23 3467. AUDIT AND ANNUAL REPORTS.

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

LBD18095-02-0

3468. DEFENSE AND INDEMNIFICATION.

3469. TRANSFER OF APPLICATIONS, PROCEEDINGS, LICENSES,
APPROVALS AND PERMITS.

3470. SEPARABILITY.

3471. APPLICABILITY OF LAWS.

S 3450. SHORT TITLE. THIS TITLE SHALL BE KNOWN AND MAY BE CITED AS THE
"SUFFOLK HEALTH CARE CORPORATION".

S 3451. LEGISLATIVE FINDINGS AND PURPOSE. THE LEGISLATURE HEREBY FINDS
AND DECLARES AS FOLLOWS:

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

2. IN ORDER TO ACCOMPLISH THE PURPOSES RECITED IN THIS SECTION TO
PROVIDE HEALTH CARE SERVICES AND HEALTH FACILITIES FOR THE BENEFIT OF
THE RESIDENTS OF THE STATE OF NEW YORK AND THE COUNTY OF SUFFOLK,
INCLUDING TO PERSONS IN NEED OF HEALTH CARE SERVICES WITHOUT THE ABILITY
TO PAY AS REQUIRED BY LAW, A PUBLIC BENEFIT CORPORATION TO BE KNOWN AS
THE SUFFOLK HEALTH CARE CORPORATION SHALL BE CREATED TO PROVIDE SUCH
SERVICES AND FACILITIES AND TO OTHERWISE CARRY OUT SUCH PURPOSES; THAT
THE CREATION AND OPERATION OF THE SUFFOLK HEALTH CARE CORPORATION, AS
HEREINAFTER PROVIDED, IS IN ALL RESPECTS FOR THE BENEFIT OF THE PEOPLE
OF THE STATE OF NEW YORK AND OF THE COUNTY OF SUFFOLK, AND IS A STATE,
COUNTY AND PUBLIC PURPOSE; AND THAT THE EXERCISE BY SUCH CORPORATION OF
THE FUNCTIONS, POWERS AND DUTIES AS HEREINAFTER PROVIDED CONSTITUTES THE
PERFORMANCE OF AN ESSENTIAL PUBLIC AND GOVERNMENTAL FUNCTION.

S 3452. DEFINITIONS. AS USED OR REFERRED TO IN THIS TITLE, UNLESS A
DIFFERENT MEANING CLEARLY APPEARS FROM THE CONTEXT:

1. "BOARD" SHALL MEAN THE BOARD OF DIRECTORS OF THE CORPORATION AS
ESTABLISHED BY SECTION THIRTY-FOUR HUNDRED FIFTY-THREE OF THIS TITLE.

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

3. "CORPORATION" SHALL MEAN THE PUBLIC BENEFIT CORPORATION CREATED BY
SECTION THIRTY-FOUR HUNDRED FIFTY-THREE OF THIS TITLE, KNOWN AS THE
SUFFOLK HEALTH CARE CORPORATION.

4. "COUNTY" SHALL MEAN THE COUNTY OF SUFFOLK.

5. "DIRECTOR" SHALL MEAN A VOTING DIRECTOR APPOINTED TO THE CORPO-
RATION PURSUANT TO SECTION THIRTY-FOUR HUNDRED FIFTY-THREE OF THIS
TITLE.

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

1 7. "PROJECT" SHALL MEAN ANY HEALTH FACILITY, FACILITY, IMPROVEMENT,
2 BUILDING, LAND, RIGHTS IN LAND, EQUIPMENT, MACHINERY, APPARATUS,
3 FURNISHINGS, PROPERTY, REAL OR PERSONAL, CONTRACT RIGHT OR OPERATION,
4 THE PLANNING, DEVELOPMENT, FINANCING, ACQUISITION, CONSTRUCTION, RECON-
5 STRUCTION, REHABILITATION, RENOVATION, UNDERTAKING OR MAINTENANCE OF
6 WHICH IS AUTHORIZED TO BE UNDERTAKEN IN WHOLE OR IN PART BY THE CORPO-
7 RATION PURSUANT TO THIS TITLE, INCLUDING BUT NOT LIMITED TO THE CORPO-
8 RATION'S ACQUISITION OF FACILITIES OR PROPERTY FROM THE COUNTY PURSUANT
9 TO SECTION THIRTY-FOUR HUNDRED FIFTY-SEVEN OF THIS TITLE.

10 S 3453. SUFFOLK HEALTH CARE CORPORATION. 1. (A) THERE IS HEREBY
11 CREATED A STATE BOARD TO BE KNOWN AS THE SUFFOLK HEALTH CARE CORPORATION
12 WHICH SHALL BE A BODY CORPORATE AND POLITIC CONSTITUTING A PUBLIC BENE-
13 FIT CORPORATION.

14 (B) THE CORPORATION SHALL BE GOVERNED BY FIFTEEN VOTING DIRECTORS,
15 EIGHT OF WHOM SHALL BE APPOINTED BY THE GOVERNOR AS PROVIDED IN PARA-
16 GRAPH (C) OF THIS SUBDIVISION, THREE OF WHOM SHALL BE APPOINTED BY THE
17 COUNTY EXECUTIVE FOR INITIAL TERMS OF TWO YEARS, AND FOUR OF WHOM SHALL
18 BE APPOINTED BY THE COUNTY LEGISLATURE FOR INITIAL TERMS OF THREE YEARS.

19 (C) OF THE EIGHT DIRECTORS APPOINTED BY THE GOVERNOR, TWO SHALL BE
20 APPOINTED UPON THE RECOMMENDATION OF THE COUNTY EXECUTIVE, THREE SHALL
21 BE APPOINTED UPON THE RECOMMENDATION OF THE MAJORITY LEADER OF THE COUN-
22 TY LEGISLATURE, ONE SHALL BE APPOINTED UPON THE RECOMMENDATION OF THE
23 MINORITY LEADER OF THE COUNTY LEGISLATURE, ONE SHALL BE APPOINTED UPON
24 THE RECOMMENDATION OF THE SPEAKER OF THE ASSEMBLY AND ONE SHALL BE
25 APPOINTED UPON THE RECOMMENDATION OF THE TEMPORARY PRESIDENT OF THE
26 SENATE.

27 (D) OF THE DIRECTORS FIRST APPOINTED BY THE GOVERNOR, THE DIRECTOR
28 APPOINTED UPON THE RECOMMENDATION OF THE TEMPORARY PRESIDENT OF THE
29 SENATE, THE DIRECTOR APPOINTED UPON THE RECOMMENDATION OF THE SPEAKER OF
30 THE ASSEMBLY, ONE OF THE DIRECTORS APPOINTED UPON THE RECOMMENDATION OF
31 THE COUNTY EXECUTIVE AND ONE OF THE DIRECTORS APPOINTED UPON THE RECOM-
32 MENDATION OF THE MAJORITY LEADER OF THE COUNTY LEGISLATURE SHALL SERVE
33 FOR AN INITIAL TERM OF FOUR YEARS. THE REMAINING DIRECTORS APPOINTED BY
34 THE GOVERNOR SHALL SERVE FOR AN INITIAL TERM OF TWO YEARS. FOLLOWING
35 THEIR INITIAL TERMS, DIRECTORS SHALL SERVE FOR A TERM OF FIVE YEARS.

36 2. (A) THE COUNTY EXECUTIVE SHALL DESIGNATE ONE OF THE FIFTEEN VOTING
37 DIRECTORS AS THE CHAIRPERSON OF THE BOARD. THE CHAIRPERSON SHALL PRESIDE
38 OVER ALL MEETINGS OF THE BOARD AND SHALL HAVE SUCH OTHER DUTIES AS THE
39 VOTING DIRECTORS MAY DIRECT.

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

43 (C) SIXTY PERCENT OF THE VOTING DIRECTORS THEN IN OFFICE SHALL CONSTI-
44 TUTE A QUORUM. NO ACTION SHALL BE TAKEN BY THE BOARD OF DIRECTORS EXCEPT
45 PURSUANT TO THE FAVORABLE VOTE OF A MAJORITY OF THE BOARD AT A MEETING
46 AT WHICH A QUORUM IS PRESENT.

47 3. THERE SHALL BE THREE NON-VOTING DIRECTORS WHICH SHALL INCLUDE THE
48 CHIEF EXECUTIVE OFFICER OF THE CORPORATION AS APPOINTED BY THE BOARD OF
49 DIRECTORS, ONE DIRECTOR SELECTED BY THE COUNTY EXECUTIVE, AND ONE
50 SELECTED BY THE COUNTY LEGISLATURE.

51 4. THE BOARD OF DIRECTORS SHALL SELECT THE CHIEF EXECUTIVE OFFICER
52 SUBJECT TO THE APPROVAL OF THE COUNTY EXECUTIVE AND SHALL DETERMINE THE
53 SALARY AND BENEFITS OF THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION.
54 THE CHIEF EXECUTIVE OFFICER SHALL SERVE AT THE PLEASURE OF THE BOARD OF
55 DIRECTORS PROVIDED, HOWEVER, THAT REMOVAL WITHOUT CAUSE SHALL NOT PREJU-
56 DICE THE CONTRACT RIGHTS, IF ANY, OF THE CHIEF EXECUTIVE OFFICER.

1 5. NOTWITHSTANDING ANY INCONSISTENT PROVISION OF ANY GENERAL, SPECIAL
2 OR LOCAL LAW, ORDINANCE, RESOLUTION OR CHARTER, NO OFFICER, MEMBER OR
3 EMPLOYEE OF THE STATE OR OF ANY PUBLIC CORPORATION SHALL FORFEIT HIS OR
4 HER OFFICE OR EMPLOYMENT BY REASON OF HIS OR HER ACCEPTANCE OF APPOINT-
5 MENT AS A VOTING DIRECTOR, NON-VOTING DIRECTOR, OFFICER OR EMPLOYEE OF
6 THE CORPORATION, NOR SHALL SERVICE AS SUCH A VOTING DIRECTOR, NON-VOTING
7 DIRECTOR, OFFICER OR EMPLOYEE BE DEEMED INCOMPATIBLE OR IN CONFLICT WITH
8 SUCH OFFICE, OR EMPLOYMENT, AND PROVIDED FURTHER, HOWEVER, THAT NO
9 PUBLIC OFFICER ELECTED TO HIS OR HER OFFICE PURSUANT TO THE LAWS OF THE
10 STATE OR ANY MUNICIPALITY THEREOF MAY SERVE AS A MEMBER OF THE GOVERNING
11 BODY OF THE CORPORATION DURING HIS OR HER TERM OF OFFICE.

12 6. THE CORPORATION AND ITS CORPORATE EXISTENCE SHALL CONTINUE UNTIL
13 TERMINATED BY LAW, PROVIDED, HOWEVER, THAT NO SUCH TERMINATION SHALL
14 TAKE EFFECT SO LONG AS THE CORPORATION SHALL HAVE BONDS OR OTHER OBLI-
15 GATIONS OUTSTANDING, UNLESS ADEQUATE PROVISION HAS BEEN MADE FOR THE
16 PAYMENT OR SATISFACTION THEREOF. UPON TERMINATION OF THE EXISTENCE OF
17 THE CORPORATION, ALL OF THE RIGHTS AND PROPERTIES OF THE CORPORATION
18 THEN REMAINING SHALL PASS TO AND VEST IN THE COUNTY IN SUCH MANNER AS
19 PRESCRIBED BY LAW.

20 7. CONTRACTS FOR PUBLIC WORKS OR PURCHASES TO WHICH THE CORPORATION IS
21 A PARTY SHALL BE SUBJECT TO THE PROVISIONS OF ARTICLE FIVE-A OF THE
22 GENERAL MUNICIPAL LAW EXCEPT AS PROVIDED IN SUBDIVISIONS EIGHT AND NINE
23 OF THIS SECTION. IN ADDITION TO THE PROCEDURES PRESCRIBED UNDER SECTION
24 ONE HUNDRED FOUR OF THE GENERAL MUNICIPAL LAW FOR THE UTILIZATION OF THE
25 TERMS OF STATE CONTRACTS, THE CORPORATION MAY UTILIZE THE TERMS OF A
26 FEDERAL GOVERNMENT GENERAL SERVICES CONTRACT WHERE THE TERMS ARE TO THE
27 ADVANTAGE OF THE CORPORATION AND HAVE BEEN OFFERED TO THE CORPORATION BY
28 THE CONTRACTOR. WHEN BIDS HAVE ALREADY BEEN RECEIVED BY THE CORPORATION,
29 NO PURCHASE UNDER A FEDERAL GOVERNMENT GENERAL SERVICES CONTRACT SHALL
30 BE MADE UNLESS THE PURCHASE MAY BE MADE UPON THE SAME TERMS, CONDITIONS
31 AND SPECIFICATIONS AT A LOWER PRICE THROUGH SUCH CONTRACTOR.

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

1 SUBMITTED IN RESPONSE TO A REQUEST FOR PROPOSALS PREPARED BY OR FOR THE
2 CORPORATION:

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

5 (I) INFORMATION RELATING TO THE EXPERIENCE AND EXPERTISE OF THE
6 PROJECT DEVELOPER ON THE BASIS OF WHICH SAID PROJECT DEVELOPER PURPORTS
7 TO BE QUALIFIED TO CARRY OUT ALL WORK REQUIRED BY A PROPOSED CONTRACT;
8 THE ABILITY OF THE PROJECT DEVELOPER TO SECURE ADEQUATE FINANCING; AND
9 PROPOSALS FOR PROJECT STAFFING, IMPLEMENTATION OF WORK TASKS, AND THE
10 CARRYING OUT OF ALL RESPONSIBILITIES BY A PROPOSED CONTRACT;

11 (II) A PROPOSAL CLEARLY IDENTIFYING AND SPECIFYING ALL ELEMENTS OF
12 COST WHICH WOULD BECOME CHARGES TO THE CORPORATION, IN WHATEVER FORM, IN
13 RETURN FOR THE FULFILLMENT BY THE PROJECT DEVELOPER FOR THE FULL LIFE-
14 TIME OF A PROPOSED CONTRACT, INCLUDING, AS APPROPRIATE, BUT NOT LIMITED
15 TO THE COST OF PLANNING, DESIGN, CONSTRUCTION, OPERATION, MANAGEMENT
16 AND/OR MAINTENANCE OF ANY FACILITY, AND CLEARLY IDENTIFYING AND SPECIFY-
17 ING ALL ELEMENTS OF REVENUE WHICH WOULD ACCRUE TO THE CORPORATION FROM
18 THE OPERATION OF THE FACILITY OR DEVICE OR FROM ANY OTHER SOURCE;
19 PROVIDED, THAT THE CORPORATION MAY PRESCRIBE THE FORM AND CONTENT OF
20 SUCH PROPOSAL AND THAT, IN ANY EVENT, THE PROJECT DEVELOPER MUST SUBMIT
21 SUFFICIENTLY DETAILED INFORMATION TO PERMIT A FAIR AND EQUITABLE EVALU-
22 ATION BY THE CORPORATION OF SUCH PROPOSAL; AND PROVIDED, FURTHER, THAT
23 THE CORPORATION MAY SET MAXIMUM ALLOWABLE COST LIMITS IN ANY FORM IN THE
24 REQUEST FOR PROPOSALS; AND

25 (III) SUCH OTHER INFORMATION AS THE CORPORATION MAY DETERMINE TO HAVE
26 A MATERIAL BEARING ON ITS ABILITY TO EVALUATE ANY PROPOSAL IN ACCORDANCE
27 WITH THIS SUBPARAGRAPH;

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

33 (C) PROPOSALS RECEIVED IN RESPONSE TO SUCH REQUEST FOR PROPOSALS SHALL
34 BE EVALUATED BY THE CORPORATION AS TO NET CAPITAL COST OR, IF A NET
35 REVENUE IS PROJECTED, NET REVENUE, AND IN A MANNER CONSISTENT WITH
36 PROVISIONS SET FORTH IN THE REQUEST FOR PROPOSALS, AND MAY BE EVALUATED
37 ON THE BASIS OF ADDITIONAL FACTORS, INCLUDING BUT NOT LIMITED TO THE
38 TECHNICAL EVALUATION OF THE MEDICAL PROJECT INCLUDING MEDICAL FACILITY,
39 FACILITY DESIGN, SYSTEM RELIABILITY, ENERGY BALANCE, ANNUAL OPERATING
40 COST AND EFFICIENCY. THE EVALUATION OF SUCH PROPOSALS AND THE DETERMI-
41 NATION OF WHETHER A PROJECT DEVELOPER IS "RESPONSIBLE" MAY INCLUDE, BUT
42 SHALL NOT BE LIMITED TO, CONSIDERATION, IN A MANNER CONSISTENT WITH
43 PROVISIONS SET FORTH IN THE REQUEST FOR PROPOSALS, THE RECORD OF THE
44 PROJECT DEVELOPER IN COMPLYING WITH EXISTING LABOR STANDARDS AND RECOG-
45 NIZING STATE AND FEDERALLY APPROVED APPRENTICE TRAINING PROGRAMS, AND
46 THE WILLINGNESS OF THE PROJECT DEVELOPER TO PROVIDE FOR MEANINGFUL
47 PARTICIPATION OF MINORITY GROUP PERSONS AND BUSINESS ENTERPRISES IN THE
48 CONDUCT OF THE WORK;

49 (D) THE CORPORATION MAY MAKE A CONTRACT AWARD TO ANY RESPONSIBLE
50 PROJECT DEVELOPER SELECTED PURSUANT TO SUBPARAGRAPH (III) OF PARAGRAPH
51 (A) OF THIS SUBDIVISION BASED ON A DETERMINATION BY THE CORPORATION THAT
52 THE SELECTED PROPOSAL IS MOST RESPONSIVE TO THE REQUEST FOR PROPOSALS
53 AND MAY NEGOTIATE WITH ANY PROJECT DEVELOPER, PROVIDED, HOWEVER, THAT IF
54 ANY AWARD IS MADE TO ANY PROJECT DEVELOPER WHOSE TOTAL PROPOSAL DOES NOT
55 PROVIDE EITHER THE LOWEST NET COST, OR IF A NET REVENUE IS PROJECTED,
56 THE GREATEST NET REVENUE, OF ANY PROPOSAL RECEIVED, THE CORPORATION

1 SHALL ADOPT A RESOLUTION WHICH INCLUDES PARTICULARIZED FINDINGS RELEVANT
2 TO FACTORS PURSUANT TO SUCH SUBPARAGRAPH INDICATING THAT THE CORPO-
3 RATION'S REQUIREMENTS ARE MET BY SUCH AWARD AND THAT SUCH ACTION IS IN
4 THE PUBLIC INTEREST.

5 WHENEVER THE CORPORATION ENTERS INTO A CONTRACT PURSUANT TO THIS
6 SECTION FOR A MEDICAL PROJECT WHICH INVOLVES CONSTRUCTION THE PROVISIONS
7 OF SECTION TWO HUNDRED TWENTY OF THE LABOR LAW SHALL BE APPLICABLE TO
8 SUCH CONSTRUCTION WORK.

9 9. EVERY CONTRACT ENTERED INTO BETWEEN THE CORPORATION AND A PROJECT
10 DEVELOPER, PURSUANT TO THE PROVISIONS OF PARAGRAPH (D) OF SUBDIVISION
11 EIGHT OF THIS SECTION, FOR A MEDICAL PROJECT INVOLVING CONSTRUCTION OF A
12 MEDICAL BUILDING BY THE PROJECT DEVELOPER, SHALL CONTAIN PROVISIONS THAT
13 SUCH BUILDING SHALL BE CONSTRUCTED THROUGH CONSTRUCTION CONTRACTS
14 AWARDED THROUGH COMPETITIVE BIDDING IN ACCORDANCE WITH PARAGRAPHS (A)
15 THROUGH (G) OF THIS SUBDIVISION; THAT THE PROJECT DEVELOPER OR THE
16 PROJECT DEVELOPER'S CONSTRUCTION SUBCONTRACTOR SHALL FURNISH A BOND
17 GUARANTEEING PROMPT PAYMENT OF MONEYS THAT ARE DUE TO ALL PERSONS
18 FURNISHING LABOR AND MATERIALS PURSUANT TO THE REQUIREMENTS OF SUCH
19 CONSTRUCTION CONTRACTS, AND THAT A COPY OF SUCH PAYMENT BOND SHALL BE
20 KEPT BY THE CORPORATION AND SHALL BE OPEN TO PUBLIC INSPECTION;
21 PROVIDED, HOWEVER, THAT THE REQUIREMENTS OF THIS SUBDIVISION SHALL NOT
22 APPLY WHEN THE COST OF SUCH CONSTRUCTION, EXCLUSIVE OF THE COST OF
23 MEDICAL EQUIPMENT AND DEVICES, IS LESS THAN SEVENTY-FIVE THOUSAND
24 DOLLARS.

25 (A) THE PROJECT DEVELOPER SHALL ADVERTISE FOR BIDS FOR SUCH
26 CONSTRUCTION CONTRACTS IN A DAILY NEWSPAPER HAVING GENERAL CIRCULATION
27 IN THE COUNTY. SUCH ADVERTISEMENT SHALL CONTAIN A STATEMENT OF THE TIME
28 AND PLACE WHERE ALL BIDS RECEIVED PURSUANT TO SUCH NOTICE WILL BE
29 PUBLICLY OPENED AND READ. AN EMPLOYEE OF THE CORPORATION SHALL BE DESIG-
30 NATED TO OPEN THE BIDS AT THE TIME AND PLACE SPECIFIED IN THE NOTICE.
31 ALL BIDS RECEIVED SHALL BE PUBLICLY OPENED AND READ AT THE TIME AND
32 PLACE SO SPECIFIED. AT LEAST FIVE DAYS SHALL ELAPSE BETWEEN THE PUBLICA-
33 TION OF SUCH ADVERTISEMENT AND DATE ON WHICH THE BIDS ARE OPENED.

34 WHEN THE ENTIRE COST OF CONSTRUCTING SUCH BUILDING, EXCLUSIVE OF ANY
35 MEDICAL EQUIPMENT, APPARATUS OR DEVICES, SHALL EXCEED SEVENTY-FIVE THOU-
36 SAND DOLLARS, THE PROJECT DEVELOPER SHALL PREPARE SEPARATE SPECIFICA-
37 TIONS FOR THE FOLLOWING SUBDIVISIONS OF SUCH WORK, SO AS TO PERMIT SEPA-
38 RATE AND INDEPENDENT BIDDING UPON EACH SUBDIVISION:

39 (I) PLUMBING AND GAS FITTINGS;

40 (II) STEAM HEATING, HOT WATER HEATING, VENTILATING AND AIR CONDITION-
41 ING APPARATUS; AND

42 (III) ELECTRIC WIRING AND STANDARD ILLUMINATING FIXTURES.

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

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

(I) HAVE ADEQUATE FINANCIAL RESOURCES OR THE ABILITY TO OBTAIN SUCH RESOURCES;

(II) BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY OR PERFORMANCE SCHEDULE;

(III) HAVE A SATISFACTORY RECORD OF PERFORMANCE;

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

(V) HAVE THE NECESSARY PRODUCTION, CONSTRUCTION AND TECHNICAL EQUIPMENT AND FACILITIES, OR THE ABILITY TO OBTAIN THEM; AND

(VI) BE ELIGIBLE TO RECEIVE AN AWARD UNDER APPLICABLE LAWS AND REGULATIONS AND BE OTHERWISE QUALIFIED.

(E) THE PROJECT DEVELOPER MAY REJECT ANY BID OF A BIDDER WHICH THE PROJECT DEVELOPER DETERMINES TO BE NONRESPONSIBLE OR NONRESPONSIVE TO THE ADVERTISEMENT FOR BIDS.

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

(G) ONLY AS USED IN THIS SECTION:

(I) "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;

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

(III) "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;

(IV) "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 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 3454. 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 COUN-

TY 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 SUFFOLK HEALTH CARE 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 SUFFOLK HEALTH CARE 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 SUBDIVISION ONE OF THIS SECTION 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 RECOGNIZE THE EXISTING CERTIFIED OR RECOGNIZED EMPLOYEE ORGANIZATIONS FOR THOSE PERSONS WHO BECOME EMPLOYEES OF THE SUFFOLK HEALTH CARE CORPORATION PURSUANT TO PARAGRAPH (A) OR (B) OF SUBDIVISION ONE OF THIS SECTION AS THE EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVES FOR SUCH EMPLOYEES, WHO SHALL COMPRISE CORRESPONDINGLY NEW COLLECTIVE BARGAINING UNITS. THE CORPORATION SHALL BE BOUND BY ALL EXISTING COLLECTIVE BARGAINING AGREEMENTS WITH SUCH EMPLOYEE ORGANIZATIONS; ALL EXISTING TERMS AND CONDITIONS OF EMPLOYMENT SHALL REMAIN IN EFFECT UNTIL ALTERED BY THE TERMS OF A SUCCESSOR CONTRACT; 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 SERVING IN POSITIONS IN NEWLY CREATED TITLES SHALL BE ASSIGNED TO THE APPROPRIATE BARGAINING UNIT. 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

1 THE MERGER OF NEGOTIATING UNITS OF EMPLOYEES WITH THE CONSENT OF THE
2 RECOGNIZED OR CERTIFIED REPRESENTATIVES OF SUCH UNITS.

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

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

8 S 3455. GENERAL POWERS OF THE CORPORATION. SUBJECT TO THIS TITLE, THE
9 CIVIL PRACTICE LAW AND RULES, THE PUBLIC HEALTH LAW, THE MENTAL HYGIENE
10 LAW, THE SOCIAL SERVICES LAW, THE EDUCATION LAW OR ANY OTHER APPLICABLE
11 LAW OR REGULATION, THE CORPORATION SHALL HAVE POWER:

12 1. TO SUE AND BE SUED;

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

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

17 4. TO MAKE AND ALTER BY-LAWS FOR ITS ORGANIZATION AND MANAGEMENT, AND,
18 SUBJECT TO AGREEMENTS WITH ITS BONDHOLDERS, TO MAKE AND ALTER RULES AND
19 REGULATIONS GOVERNING THE EXERCISE OF ITS POWERS AND THE FULFILLMENT OF
20 ITS PURPOSES UNDER THIS TITLE;

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

26 (B) TO ACQUIRE BY CONDEMNATION PURSUANT TO THE PROVISIONS OF THE
27 EMINENT DOMAIN PROCEDURE LAW ANY REAL PROPERTY WITHIN SUFFOLK COUNTY
28 REQUIRED BY THE CORPORATION TO CARRY OUT THE POWERS GRANTED BY THIS
29 TITLE WITH THE APPROVAL OF BOTH THE COUNTY LEGISLATURE AND THE COUNTY
30 EXECUTIVE;

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

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

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

42 9. TO DESIGNATE THE DEPOSITORIES OF ITS MONEY;

43 10. TO ESTABLISH ITS FISCAL YEAR;

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

47 12. TO APPOINT SUCH OFFICERS, EMPLOYEES AND AGENTS AS THE CORPORATION
48 MAY REQUIRE FOR THE PERFORMANCE OF ITS DUTIES AND TO FIX AND DETERMINE
49 THEIR QUALIFICATIONS, DUTIES, AND COMPENSATION SUBJECT TO THE PROVISIONS
50 OF THE CIVIL SERVICE LAW AND ANY APPLICABLE COLLECTIVE BARGAINING AGREE-
51 MENT, AND TO RETAIN OR EMPLOY COUNSEL, AUDITORS, ENGINEERS AND PRIVATE
52 CONSULTANTS ON A CONTRACT BASIS OR OTHERWISE FOR RENDERING PROFESSIONAL,
53 MANAGEMENT OR TECHNICAL SERVICES AND ADVICE;

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

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

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

8 16. TO ENTER UPON SUCH LANDS, WATERS OR PREMISES AS IN THE JUDGMENT OF
9 THE CORPORATION MAY BE NECESSARY, CONVENIENT OR DESIRABLE FOR THE
10 PURPOSE OF MAKING SURVEYS, SOUNDINGS, BORINGS AND EXAMINATIONS TO ACCOM-
11 PLISH ANY PURPOSE AUTHORIZED BY THIS TITLE, THE CORPORATION BEING
12 LIABLE FOR ACTUAL DAMAGE DONE;

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

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

23 S 3456. SPECIAL POWERS OF THE CORPORATION. IN ORDER TO EFFECTUATE THE
24 PURPOSES OF THIS TITLE, THE CORPORATION SHALL HAVE THE FOLLOWING ADDI-
25 TIONAL POWERS, SUBJECT TO THIS TITLE, THE CIVIL PRACTICE LAW AND RULES,
26 THE PUBLIC HEALTH LAW, THE MENTAL HYGIENE LAW, THE SOCIAL SERVICES LAW,
27 THE EDUCATION LAW AND ANY OTHER APPLICABLE LAW OR REGULATION:

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

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

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

51 4. TO DETERMINE THE CONDITIONS UNDER WHICH A PHYSICIAN MAY BE EXTENDED
52 THE PRIVILEGE OF PRACTICING WITHIN A HEALTH FACILITY UNDER THE JURISDIC-
53 TION OF THE CORPORATION, AND TO PROMULGATE REASONABLE INTERNAL POLICIES
54 FOR THE CONDUCT OF ALL PERSONS, PHYSICIANS AND NURSES WITHIN SUCH FACIL-
55 ITY; AND

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

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

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

17 (D) THE CORPORATION MAY TRANSFER TO ANY SUBSIDIARY ENTITY ANY MONIES,
18 REAL OR PERSONAL OR MIXED PROPERTY IN ORDER TO CARRY OUT THE PURPOSES OF
19 THIS TITLE, SUBJECT TO THE RIGHTS OF THE HOLDERS OF ANY BONDS OF THE
20 CORPORATION.

21 (E) ANY SUBSIDIARY WHICH PROVIDES HEALTH CARE SERVICES PREVIOUSLY
22 PROVIDED BY THE COUNTY AND TRANSFERRED BY THE CORPORATION TO THE SUBSID-
23 IARY SHALL COMPLY WITH AND BE SUBJECT TO SUBDIVISION NINE OF THIS
24 SECTION AND SUBDIVISIONS SEVEN THROUGH TEN INCLUSIVE OF SECTION THIRTY-
25 FOUR HUNDRED FIFTY-THREE, SECTIONS THIRTY-FOUR HUNDRED SIXTY-ONE, THIR-
26 TY-FOUR HUNDRED SIXTY-SEVEN, THIRTY-FOUR HUNDRED SIXTY-EIGHT, AND THIR-
27 TY-FOUR HUNDRED SIXTY-NINE OF THIS TITLE AS APPLICABLE. THE TRANSFER OF
28 ANY MONIES, REAL OR PERSONAL OR MIXED PROPERTY TO A SUBSIDIARY SHALL BE
29 GOVERNED BY ANY RESTRICTIONS OR LIMITATIONS AS THE COUNTY MAY ESTABLISH
30 IN THE AGREEMENT BETWEEN THE COUNTY AND THE CORPORATION AS DESCRIBED IN
31 SUBDIVISION TWO OF SECTION THIRTY-FOUR HUNDRED FIFTY-SEVEN OF THIS
32 TITLE.

33 (F) ANY MATERIAL CHANGE IN THE OPERATION OF A HEALTH FACILITY THAT
34 OCCURS PURSUANT TO A TRANSFER OR AGREEMENT BETWEEN THE CORPORATION AND
35 ANY OF ITS SUBSIDIARIES SHALL REQUIRE THE BOARD OF SUCH CORPORATION OR
36 SUBSIDIARY TO PROVIDE WRITTEN NOTICE OF SUCH TRANSFER OR AGREEMENT TO
37 THE COUNTY EXECUTIVE AND MAJORITY LEADER AND MINORITY LEADER OF THE
38 COUNTY LEGISLATURE WITHIN SEVEN DAYS OF SUCH TRANSFER.

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

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

43 8. TO CONTRACT WITH THE COUNTY TO PROVIDE, IN WHOLE OR IN PART, HEALTH
44 CARE SERVICES, AND TO OPERATE FACILITIES AND PROGRAMS WHICH PROVIDE
45 HEALTH CARE SERVICES.

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

48 S 3457. TRANSFER OF PROPERTY; RELATIONSHIP WITH THE COUNTY; CERTAIN
49 GIFTS, LOANS AND GUARANTEES BY THE COUNTY. 1. (A) BY COUNTY ORDINANCE
50 ONLY, THE COUNTY MAY CONTRACT, SELL, CONVEY, LOAN, LICENSE THE USE OF,
51 OR LEASE TO THE CORPORATION ANY PROPERTY OR ASSETS (EXCEPT MONIES APPRO-
52 PRIATED BY THE COUNTY AND PAYABLE TO THE CORPORATION PURSUANT TO SUBDI-
53 VISION THREE AND PARAGRAPH (A) OF SUBDIVISION FOUR OF THIS SECTION),
54 INCLUDING ITS INTEREST IN HEALTHFIRST INC., WHICH ARE USEFUL IN
55 CONNECTION WITH THE EXERCISE BY THE CORPORATION OF ANY OF ITS POWERS
56 UNDER THIS TITLE IN ORDER TO TRANSFER THE FACILITIES AND OPERATIONS IN

1 WHOLE OR IN PART OF ANY FACILITY, OPERATION OR PROGRAM OF THE COUNTY OF
2 SUFFOLK PROVIDING HEALTH CARE SERVICES, WHETHER OR NOT THE PROVISION OF
3 SUCH FACILITY, OPERATION OR PROGRAM BY THE COUNTY IS SPECIFICALLY
4 MANDATED BY STATE LAW, TO THE CORPORATION BY AGREEMENT BETWEEN THE COUN-
5 TY AND THE CORPORATION AND ANY SUBSEQUENT RENEWAL OR AMENDMENT THEREOF.
6 THE POWERS CONFERRED UPON THE COUNTY HEREIN TO SELL, CONVEY, LOAN,
7 LICENSE THE USE OF OR LEASE PROPERTY OR ASSETS OF THE COUNTY TO THE
8 CORPORATION ARE IN ADDITION TO ANY OTHER POWERS GRANTED TO THE COUNTY BY
9 LAW RELATING TO THE SALE, CONVEYANCE, ALIENATION, LEASING, LICENSING OR
10 LOANING OF REAL OR PERSONAL PROPERTY AND ARE NOT SUBJECT TO ANY LAW TO
11 THE EXTENT INCONSISTENT HERewith.

12 (B) ANY SUCH CONTRACT, SALE, CONVEYANCE, LOAN, LICENSE OR LEASE SHALL
13 BE UPON SUCH TERMS AND CONDITIONS, FOR SUCH CONSIDERATION WHICH MAY
14 INCLUDE CASH, SERVICES OR ANY COMBINATION THEREOF WHICH THE COUNTY
15 DETERMINES TO BE IN THE BEST INTERESTS OF THE CITIZENS AND TAXPAYERS OF
16 THE COUNTY AND FOR SUCH TERM OR TERMS OF YEARS, SUBJECT TO THE RIGHTS OF
17 THE HOLDERS OF ANY BONDS, AS THE CORPORATION AND THE COUNTY MAY AGREE.
18 NO REAL PROPERTY OF THE COUNTY CONSISTING OF ANY HEALTH FACILITY
19 CURRENTLY OPERATED BY SUFFOLK COUNTY SHALL BE TRANSFERRED TO THE CORPO-
20 RATION IN FEE, EXCEPT UNDER SUCH RESTRICTIONS REGARDING RIGHTS OF FIRST
21 REFUSAL, OR OTHER RIGHTS, TO REPURCHASE THE PROPERTY AS THE SUFFOLK
22 COUNTY LEGISLATURE SHALL APPROVE BY ACT. ANY SUCH CONTRACT, SALE,
23 CONVEYANCE, LEASE, LOAN OR LICENSE SHALL NOT BE SUBJECT TO REFERENDUM,
24 PERMISSIVE OR MANDATORY. IN THE EVENT THAT THE COUNTY CONTRACTS, SELLS,
25 CONVEYS, LOANS, LICENSES OR LEASES ANY PROPERTY OR ASSETS TO THE CORPO-
26 RATION, THE COUNTY MAY CONTRACT WITH THE CORPORATION TO LEASE, BORROW,
27 LICENSE, OPERATE, MAINTAIN, MANAGE AND PROVIDE SERVICES FOR SUCH FACILI-
28 TIES UPON SUCH TERMS AND CONDITIONS AND FOR SUCH TERM OR TERMS OF YEARS,
29 SUBJECT TO THE RIGHTS OF HOLDERS OF BONDS, AS THE CORPORATION AND THE
30 COUNTY MAY AGREE. THE CORPORATION, IN FURTHERANCE OF ANY PURCHASE,
31 CONVEYANCE OR LEASE OF ANY PROPERTY OR FACILITY FROM THE COUNTY, MAY
32 ASSUME THE PRIMARY RESPONSIBILITY FOR THE PAYMENT OF THE PRINCIPAL AND
33 INTEREST ON ANY BONDS OR NOTES ISSUED BY THE COUNTY FOR SUCH PROPERTY OR
34 FACILITY.

35 (C) UPON THE TERMS AND CONDITIONS AND ON THE EFFECTIVE DATE SET FORTH
36 IN THE AGREEMENT BETWEEN THE COUNTY AND THE CORPORATION ENTERED INTO
37 PURSUANT TO PARAGRAPH (A) OF SUBDIVISION ONE OF THIS SECTION, SUCH
38 DEPARTMENTS, AGENCIES, FACILITIES, SERVICES AND OTHER RIGHTS AND INTER-
39 EST OF THE COUNTY PERTAINING TO HEALTH CARE SERVICES AS THE COUNTY OR
40 CORPORATION MAY AGREE SHALL BE TRANSFERRED TO THE CORPORATION. UPON ANY
41 SUCH TRANSFER, THE COUNTY IS AUTHORIZED TO RESTRUCTURE OR ELIMINATE ALL
42 SUCH DEPARTMENTS, AGENCIES OR FACILITIES.

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

46 3. IN ADDITION TO ANY OTHER POWERS GRANTED TO IT BY LAW AND CONSISTENT
47 WITH THE CONSTITUTION AND OTHER PROVISIONS OF LAW, THE COUNTY MAY, FROM
48 TIME TO TIME, APPROPRIATE SUMS OF MONEY TO DEFRAY PROJECT COSTS OR ANY
49 OTHER COSTS OR EXPENSES OF THE CORPORATION INCLUDING OPERATING EXPENSES.
50 SUBJECT TO THE RIGHTS OF BONDHOLDERS, THE COUNTY MAY DETERMINE IF THE
51 MONIES SO APPROPRIATED SHALL BE SUBJECT TO REPAYMENT BY THE CORPORATION
52 TO THE COUNTY AND, IN SUCH EVENT, THE MANNER AND TIME OR TIMES FOR SUCH
53 REPAYMENT.

54 4. IN ADDITION TO THE AUTHORITY GRANTED ELSEWHERE IN THIS TITLE AND BY
55 OTHER APPLICABLE LAWS, THE CORPORATION AND THE COUNTY MAY ENTER INTO A

1 CONTRACT OR CONTRACTS FROM TIME TO TIME PROVIDING FOR ONE OR MORE OF THE
2 FOLLOWING:

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

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

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

10 (D) THE TRANSFER OF EMPLOYEES OF THE COUNTY TO THE CORPORATION AS
11 PROVIDED IN SECTION THIRTY-FOUR HUNDRED FIFTY-FOUR OF THIS TITLE;

12 (E) INDEMNIFICATION BY THE CORPORATION TO THE COUNTY FOR CLAIMS ASSO-
13 CIATED WITH ESTABLISHMENT OF AND OPERATION OF THE CORPORATION AND ITS
14 HEALTH FACILITIES;

15 (F) THE SALE, CONVEYANCE, LOAN, LICENSE OR LEASE BY THE COUNTY TO THE
16 CORPORATION OF ANY PROPERTY (EXCEPT MONIES APPROPRIATED BY THE COUNTY
17 AND PAYABLE TO THE CORPORATION PURSUANT TO SUBDIVISION THREE AND PARA-
18 GRAPH (A) OF THIS SUBDIVISION) OR FACILITIES WHICH ARE USEFUL IN
19 CONNECTION WITH THE EXERCISE BY THE CORPORATION OF ANY OF ITS POWERS
20 UNDER THIS TITLE NOT TRANSFERRED PURSUANT TO THE AUTHORITY GRANTED IN
21 PARAGRAPH (A) OF SUBDIVISION ONE OF THIS SECTION, WHICH SALE, CONVEY-
22 ANCE, LOAN, LICENSE OR LEASE SHALL NEVERTHELESS BE SUBJECT TO PARAGRAPH
23 (B) OF SUBDIVISION ONE OF THIS SECTION; AND

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

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

32 5. (A) THE COUNTY OF SUFFOLK SHALL HAVE THE POWER AND IS HEREBY
33 AUTHORIZED, PURSUANT TO SECTION SEVEN OF ARTICLE SEVENTEEN OF THE STATE
34 CONSTITUTION, TO LEND ITS MONEY OR CREDIT TO OR IN AID OF THE CORPO-
35 RATION OR ANY SUBSIDIARY THEREOF FOR THE PURPOSE OF PROVIDING HEALTH
36 RELATED FACILITIES OR HOSPITAL FACILITIES FOR THE PREVENTION, DIAGNOSIS
37 OR TREATMENT OF HUMAN DISEASE, PAIN, INJURY, DISABILITY, DEFORMITY OR
38 PHYSICAL CONDITION, AND FOR FACILITIES INCIDENTAL OR APPURTENANT THERETO
39 AS MAY BE PRESCRIBED BY LAW. THE COUNTY IS HEREBY AUTHORIZED TO
40 PRESCRIBE SUCH FACILITIES BY LOCAL LAW OF THE COUNTY. THE CORPORATION OR
41 ANY SUCH SUBSIDIARY THEREOF, AS A CONDITION TO ANY SUCH LOAN OF MONEY OR
42 CREDIT, SHALL ENTER INTO A REGULATORY AGREEMENT WITH THE COUNTY AS TO
43 ITS CHARGES, PROFITS, DIVIDENDS AND DISPOSITION OR ITS PROPERTY OF FRAN-
44 CHISES, WHICH AGREEMENT SHALL BE BINDING AND ENFORCEABLE BY THE COUNTY.
45 THE COUNTY MAY ELECT IN SUCH REGULATORY AGREEMENT TO REFRAIN FROM EXER-
46 CISING ALL OR ANY PORTION OF ITS AUTHORITY TO SO REGULATE SUCH CHARGES,
47 PROFITS, DIVIDENDS AND DISPOSITION OF PROPERTY OR FRANCHISE TO THE
48 EXTENT SUCH CHARGES, PROFITS, DIVIDENDS AND DISPOSITION OF PROPERTY OR
49 FRANCHISE ARE REGULATED BY THE STATE OR ANY AGENCY THEREOF. THE COUNTY
50 SHALL AUTHORIZE SUCH REGULATORY AGREEMENT BY LOCAL LAW.

51 (B) IN PURSUANCE OF THE AUTHORITY GRANTED HEREIN, THE COUNTY SHALL
52 HAVE THE POWER AND IS HEREBY AUTHORIZED FROM TIME TO TIME TO ISSUE ITS
53 BONDS, NOTES OR OTHER OBLIGATIONS IN SUCH PRINCIPAL AMOUNTS AS IT SHALL
54 DEEM NECESSARY, AFTER TAKING INTO ACCOUNT OTHER MONIES WHICH MAY BE
55 AVAILABLE FOR THE PURPOSES SET FORTH HEREIN. SUCH BONDS, NOTES OR OBLI-
56 GATIONS SHALL BE ISSUED FOR THE PURPOSE OF MAKING LOANS TO THE CORPO-

1 RATION OR ANY SUBSIDIARY THEREOF, PAYING INTEREST ON SUCH BONDS, NOTES
2 OR OTHER OBLIGATIONS, AND PAYING ALL OTHER OBLIGATIONS AND EXPENDITURES
3 INCIDENTAL TO AND NECESSARY OR CONVENIENT FOR THE MAKING OF SUCH LOANS.
4 SUCH BONDS, NOTES OR OBLIGATIONS SHALL BE ISSUED IN ACCORDANCE WITH THE
5 APPLICABLE PROVISIONS OF THIS CHAPTER AND THE LOCAL FINANCE LAW AND
6 APPLICABLE LOCAL LAWS.

7 (C) ANY GUARANTEE BY THE COUNTY MADE PURSUANT TO THE AUTHORITY GRANTED
8 IN THIS SECTION SHALL BE AUTHORIZED BY ORDINANCE OR ORDINANCES OF THE
9 COUNTY IN THE SAME MANNER AS SUCH ORDINANCE OR ORDINANCES AUTHORIZING
10 THE ISSUANCE OF BONDS OF THE COUNTY FOR THE PURPOSES FOR WHICH SUCH
11 GUARANTEE IS UNDERTAKEN.

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

15 6. FOR PURPOSES OF SUBDIVISION FOUR OF PARAGRAPH A OF SECTION 25.00 OF
16 THE LOCAL FINANCE LAW, AMOUNTS TO BE DERIVED BY THE COUNTY OF SUFFOLK
17 FROM THE CORPORATION, OR ANY SUBSIDIARY THEREOF, SHALL BE INCLUDED IN
18 THE TERM "OTHER INCOME".

19 7. (A) NOTWITHSTANDING THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW
20 TO THE CONTRARY, INCLUDING, BUT NOT LIMITED TO, SECTIONS SIX-N AND SIX-J
21 OF THE GENERAL MUNICIPAL LAW, WITH THE APPROVAL OF THE COUNTY LEGISLA-
22 TURE, AMOUNTS DEPOSITED FOR OR ON BEHALF OF THE HEALTH CARE AND MEDICAL
23 FACILITIES OR OPERATIONS OF THE COUNTY WHICH HAVE BEEN TRANSFERRED TO
24 THE CORPORATION PURSUANT TO THIS SECTION IN THE LIABILITY AND CASUALTY
25 AND WORKERS' COMPENSATION RESERVE FUNDS ESTABLISHED BY THE COUNTY PURSU-
26 ANT TO SAID SECTIONS OF THE GENERAL MUNICIPAL LAW, AND INVESTMENT EARN-
27 INGS THEREON, MAY BE WITHDRAWN BY THE COUNTY FROM SUCH FUNDS AND TRANS-
28 FERRED TO THE CORPORATION AND SHALL BE USED BY THE CORPORATION FOR THE
29 PURPOSES FOR WHICH SUCH FUNDS WERE ESTABLISHED.

30 (B) NO AMOUNTS SHALL BE WITHDRAWN AND TRANSFERRED TO THE CORPORATION
31 PURSUANT TO THIS SUBDIVISION UNLESS PRIOR THERETO THE CORPORATION HAS
32 AGREED IN WRITING TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND PROVIDE
33 DEFENSE, FOR ALL CLAIMS, CASES, PROCEEDINGS, ACTIONS OR OTHER MATTERS
34 AGAINST THE COUNTY ARISING OUT OF THE PROPERTIES, FACILITIES, OPERATIONS
35 OR EMPLOYEES OF THE CORPORATION OF THE SUFFOLK HEALTH CARE CORPORATION,
36 WHETHER COMMENCED BEFORE OR AFTER THE DATE OF TRANSFER OF SAID AMOUNTS,
37 AND TO PROVIDE SUCH OTHER SECURITY FOR THIS OBLIGATION AS THE COUNTY MAY
38 REASONABLY REQUIRE.

39 8. NOTWITHSTANDING THE PROVISIONS OF ANY STATE OR LOCAL LAW TO THE
40 CONTRARY, INCLUDING BUT NOT LIMITED TO SECTION SIX-L OF THE GENERAL
41 MUNICIPAL LAW, ANY MONIES DERIVED BY THE COUNTY IN CONSIDERATION OF THE
42 SALE OF ITS FACILITIES OR PROPERTY TO THE CORPORATION PURSUANT TO THIS
43 SECTION MAY BE USED FOR ANY LAWFUL PURPOSE OF THE COUNTY.

44 S 3458. BONDS OR NOTES OF THE CORPORATION. 1. THE CORPORATION SHALL
45 HAVE THE POWER AND IS HEREBY AUTHORIZED FROM TIME TO TIME TO ISSUE
46 BONDS, NOTES OR OTHER OBLIGATIONS TO PAY THE COST OF ANY PROJECT OR FOR
47 ANY OTHER CORPORATE PURPOSE, INCLUDING THE ESTABLISHMENT OF RESERVES TO
48 SECURE THE BONDS, THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND
49 INTEREST ON THE BONDS AND THE PAYMENT OF INCIDENTAL EXPENSES IN
50 CONNECTION THEREWITH. THE CORPORATION SHALL HAVE THE POWER AND IS HERE-
51 BY AUTHORIZED TO ENTER INTO SUCH AGREEMENTS AND PERFORM SUCH ACTS AS MAY
52 BE REQUIRED UNDER ANY APPLICABLE FEDERAL LEGISLATION TO SECURE A FEDERAL
53 GUARANTEE OR OTHER SUBSIDY WITH RESPECT TO ANY BONDS.

54 2. THE CORPORATION SHALL HAVE THE POWER FROM TIME TO TIME TO RENEW
55 BONDS OR TO ISSUE RENEWAL BONDS FOR SUCH PURPOSE, TO ISSUE BONDS TO PAY
56 BONDS, AND, WHENEVER IT DEEMS REFUNDING EXPEDIENT, TO REFUND ANY BOND BY

1 THE ISSUANCE OF NEW BONDS, WHETHER THE BONDS TO BE REFUNDED HAVE OR HAVE
2 NOT MATURED, AND MAY ISSUE BONDS, PARTLY TO REFUND BONDS THEN OUTSTAND-
3 ING AND PARTLY FOR ANY OTHER CORPORATE PURPOSE OF THE CORPORATION.
4 BONDS ISSUED FOR REFUNDING PURPOSES SHALL BE SOLD AND THE PROCEEDS
5 APPLIED TO THE PURCHASE, REDEMPTION OR PAYMENT OF THE BONDS OR NOTES TO
6 BE REFUNDED.

7 3. BONDS ISSUED BY THE CORPORATION MAY BE GENERAL OBLIGATIONS SECURED
8 BY THE FAITH AND CREDIT OF THE CORPORATION OR MAY BE SPECIAL OBLIGATIONS
9 PAYABLE SOLELY OUT OF PARTICULAR REVENUES OR OTHER MONIES AS MAY BE
10 DESIGNATED IN THE PROCEEDINGS OF THE CORPORATION UNDER WHICH THE BONDS
11 SHALL BE AUTHORIZED TO BE ISSUED, SUBJECT AS TO PRIORITY ONLY TO ANY
12 AGREEMENTS WITH THE HOLDERS OF OUTSTANDING BONDS PLEDGING ANY PARTICULAR
13 PROPERTY, REVENUES OR MONIES. THE CORPORATION MAY ALSO ENTER INTO LOAN
14 AGREEMENTS, LINES OF CREDIT AND OTHER SECURITY AGREEMENTS AND OBTAIN FOR
15 OR ON ITS BEHALF LETTERS OF CREDIT, INSURANCE, GUARANTEES OR OTHER CRED-
16 IT ENHANCEMENTS TO THE EXTENT NOW OR HEREAFTER AVAILABLE, IN EACH CASE
17 FOR THE PURPOSE OF SECURING ITS BONDS OR NOTES OR TO PROVIDE DIRECT
18 PAYMENT OF ANY AMOUNTS WHICH THE CORPORATION IS AUTHORIZED TO PAY.

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

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

42 (A) PLEDGING ALL OR PART OF THE REVENUES, TOGETHER WITH ANY OTHER
43 MONIES OR PROPERTY OF THE CORPORATION TO SECURE THE PAYMENT OF THE
44 BONDS, OR ANY COSTS OF ISSUANCE THEREOF, INCLUDING BUT NOT LIMITED TO,
45 ANY CONTRACTS, EARNINGS OR PROCEEDS OF ANY GRANT TO THE CORPORATION
46 RECEIVED FROM ANY PRIVATE OR PUBLIC SOURCE SUBJECT TO SUCH AGREEMENTS
47 WITH BONDHOLDERS AS MAY THEN EXIST;

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

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

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

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

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

7 (G) THE PROCEDURE, IF ANY, BY WHICH THE TERMS OF ANY CONTRACT WITH
8 BONDHOLDERS MAY BE AMENDED OR ABROGATED, INCLUDING THE PROPORTION OF
9 BONDHOLDERS WHICH MUST CONSENT THERETO, AND THE MANNER IN WHICH SUCH
10 CONSENT MAY BE GIVEN;

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

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

15 (J) VESTING IN A TRUSTEE OR TRUSTEES SUCH PROPERTIES, RIGHTS, POWERS
16 AND DUTIES IN TRUST AS THE CORPORATION MAY DETERMINE WHICH MAY INCLUDE
17 ANY OR ALL OF THE RIGHTS, POWERS AND DUTIES OF THE TRUSTEES APPOINTED BY
18 THE BONDHOLDERS PURSUANT TO SECTION THIRTY-FOUR HUNDRED FIFTY-NINE OF
19 THIS TITLE AND LIMITING THE RIGHTS OF THE BONDHOLDERS TO APPOINT A TRUS-
20 TEE UNDER SUCH SECTION OR LIMITING THE RIGHTS, DUTIES AND POWERS OF SUCH
21 TRUSTEE;

22 (K) DEFINING THE ACTS OR OMISSIONS TO ACT WHICH MAY CONSTITUTE A
23 DEFAULT IN THE OBLIGATIONS AND DUTIES OF THE CORPORATION TO THE BOND-
24 HOLDERS AND PROVIDING FOR THE RIGHTS AND REMEDIES OF THE BONDHOLDERS IN
25 THE EVENT OF SUCH DEFAULT, INCLUDING AS A MATTER OF RIGHT APPOINTMENT OF
26 A RECEIVER, PROVIDED, HOWEVER, THAT SUCH RIGHTS AND REMEDIES SHALL NOT
27 BE INCONSISTENT WITH THE GENERAL LAWS OF THE STATE AND OTHER PROVISIONS
28 OF THIS TITLE;

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

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

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

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

41 6. IN ADDITION TO THE POWERS HEREIN CONFERRED UPON THE CORPORATION TO
42 SECURE ITS BONDS, THE CORPORATION SHALL HAVE THE POWER IN CONNECTION
43 WITH THE ISSUANCE OF BONDS TO ADOPT RESOLUTIONS AND ENTER INTO SUCH
44 TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS AS THE CORPORATION MAY
45 DEEM NECESSARY, CONVENIENT OR DESIRABLE CONCERNING THE USE OR DISPOSI-
46 TION OF ITS REVENUES OR OTHER MONIES OR PROPERTY, INCLUDING THE MORTGAG-
47 ING OF ANY PROPERTY AND THE ENTRUSTING, PLEDGING OR CREATION OF ANY
48 OTHER SECURITY INTEREST IN ANY SUCH REVENUES, MONIES OR PROPERTY AND THE
49 DOING OF ANY ACT, INCLUDING REFRAINING FROM DOING ANY ACT WHICH THE
50 CORPORATION WOULD HAVE THE RIGHT TO DO IN THE ABSENCE OF SUCH RESOL-
51 UTIONS, TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS. THE CORPO-
52 RATION SHALL HAVE POWER TO ENTER INTO AMENDMENTS OF ANY SUCH RESOL-
53 UTIONS, TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS WITHIN THE
54 POWERS GRANTED TO THE CORPORATION BY THIS TITLE AND TO PERFORM SUCH
55 RESOLUTIONS, TRUST INDENTURES, AGREEMENTS OR OTHER INSTRUMENTS. THE
56 PROVISIONS OF ANY SUCH RESOLUTIONS, TRUST INDENTURES, AGREEMENTS OR

1 OTHER INSTRUMENTS MAY BE MADE A PART OF THE CONTRACT WITH THE HOLDERS OF
2 BONDS OF THE CORPORATION.

3 7. ANY PROVISION OF THE UNIFORM COMMERCIAL CODE TO THE CONTRARY
4 NOTWITHSTANDING, ANY PLEDGE OF OR OTHER SECURITY INTEREST IN REVENUES,
5 MONIES, ACCOUNTS, CONTRACT RIGHTS, GENERAL INTANGIBLES OR OTHER PERSONAL
6 PROPERTY MADE OR CREATED BY THE CORPORATION SHALL BE VALID, BINDING AND
7 PERFECTED FROM THE TIME WHEN SUCH PLEDGE IS MADE OR OTHER SECURITY
8 INTEREST ATTACHES WITHOUT ANY PHYSICAL DELIVERY OF THE COLLATERAL OR
9 FURTHER ACT, AND THE LIEN OF ANY SUCH PLEDGE OR OTHER SECURITY INTEREST
10 SHALL BE VALID, BINDING AND PERFECTED AGAINST ALL PARTIES HAVING CLAIMS
11 OF ANY KIND IN TORT, CONTRACT OR OTHERWISE AGAINST THE CORPORATION IRRE-
12 SPECTIVE OF WHETHER OR NOT SUCH PARTIES HAVE NOTICE THEREOF. NO INSTRU-
13 MENT BY WHICH SUCH A PLEDGE OR SECURITY INTEREST IS CREATED NOR ANY
14 FINANCING STATEMENT NEED BE RECORDED OR FILED.

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

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

24 10. SUBJECT TO SUCH AGREEMENTS WITH BONDHOLDERS AS MAY THEN EXIST, THE
25 CORPORATION SHALL HAVE POWER OUT OF ANY FUNDS AVAILABLE THEREFOR TO
26 PURCHASE BONDS OF THE CORPORATION, IN LIEU OF REDEMPTION, AT A PRICE NOT
27 EXCEEDING, IF THE BONDS ARE THEN REDEEMABLE, THE REDEMPTION PRICE THEN
28 APPLICABLE PLUS ACCRUED INTEREST TO THE NEXT INTEREST PAYMENT DATE, OR,
29 IF THE BONDS ARE NOT THEN REDEEMABLE, THE REDEMPTION PRICE APPLICABLE ON
30 THE FIRST DATE AFTER SUCH PURCHASE UPON WHICH THE BONDS BECOME SUBJECT
31 TO REDEMPTION PLUS ACCRUED INTEREST TO THE NEXT INTEREST PAYMENT DATE.
32 BONDS SO PURCHASED SHALL THEREUPON BE CANCELED.

33 11. THE CORPORATION SHALL HAVE POWER AND IS HEREBY AUTHORIZED TO ISSUE
34 NEGOTIABLE BOND ANTICIPATION NOTES IN CONFORMITY WITH APPLICABLE
35 PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND MAY RENEW THE SAME FROM
36 TIME TO TIME BUT THE MAXIMUM MATURITY OF ANY SUCH NOTE, INCLUDING
37 RENEWALS THEREOF, SHALL NOT EXCEED FIVE YEARS FROM THE DATE OF ISSUE OF
38 SUCH ORIGINAL NOTE.

39 S 3459. REMEDIES OF BONDHOLDERS. SUBJECT TO ANY RESOLUTION OR RESOL-
40 UTIONS ADOPTED PURSUANT TO THIS TITLE:

41 1. IN THE EVENT THAT THE CORPORATION SHALL DEFAULT IN THE PAYMENT OF
42 PRINCIPAL OF OR INTEREST ON ANY ISSUE OF BONDS AFTER THE SAME SHALL
43 BECOME DUE, WHETHER AT MATURITY OR UPON CALL FOR REDEMPTION, AND SUCH
44 DEFAULT SHALL CONTINUE FOR A PERIOD OF THIRTY DAYS, OR IN THE EVENT THAT
45 THE CORPORATION SHALL FAIL OR REFUSE TO COMPLY WITH THE PROVISIONS OF
46 THIS TITLE OR SHALL DEFAULT IN ANY AGREEMENT MADE WITH THE HOLDERS OF
47 ANY ISSUE OF BONDS, THE HOLDERS OF TWENTY-FIVE PERCENT IN AGGREGATE
48 PRINCIPAL AMOUNT OF THE BONDS OF SUCH ISSUE THEN OUTSTANDING, BY INSTRU-
49 MENT OR INSTRUMENTS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY IN
50 WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS LOCATED AND PROVED OR
51 ACKNOWLEDGED IN THE SAME MANNER AS A DEED TO BE RECORDED, MAY APPOINT A
52 TRUSTEE TO REPRESENT THE HOLDERS OF SUCH BONDS FOR THE PURPOSE HEREIN
53 PROVIDED.

54 2. SUCH TRUSTEE MAY, AND UPON WRITTEN REQUEST OF THE HOLDERS OF TWEN-
55 TY-FIVE PER CENTUM IN PRINCIPAL AMOUNT OF SUCH BONDS OUTSTANDING SHALL,
56 IN ITS OWN NAME:

1 (A) BY ACTION OR PROCEEDING IN ACCORDANCE WITH THE CIVIL PRACTICE LAW
2 AND RULES, ENFORCE ALL RIGHTS OF THE BONDHOLDERS, INCLUDING THE RIGHT TO
3 REQUIRE THE CORPORATION TO COLLECT RENTS, RATES, FEES AND CHARGES
4 ADEQUATE TO CARRY OUT ANY AGREEMENT AS TO, OR PLEDGE OF, SUCH RENTS,
5 RATES, FEES AND CHARGES AND TO REQUIRE THE CORPORATION TO CARRY OUT ANY
6 OTHER AGREEMENTS WITH THE HOLDERS OF SUCH BONDS TO PERFORM ITS DUTIES
7 UNDER THIS TITLE;

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

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

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

13 (E) DECLARE ALL SUCH BONDS DUE AND PAYABLE, AND IF ALL DEFAULTS SHALL
14 BE MADE GOOD, THEN WITH THE CONSENT OF THE HOLDERS OF THE TWENTY-FIVE
15 PER CENTUM OF THE PRINCIPAL AMOUNT OF SUCH BONDS THEN OUTSTANDING, TO
16 ANNUL SUCH DECLARATION AND ITS CONSEQUENCES.

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

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

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

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

42 S 3460. STATE AND COUNTY NOT LIABLE ON CORPORATION BONDS. (A) THE
43 STATE SHALL NOT BE LIABLE ON THE BONDS OR NOTES OF THE CORPORATION AND
44 SUCH BONDS OR NOTES SHALL NOT BE A DEBT OF THE STATE, AND SUCH BONDS AND
45 NOTES SHALL CONTAIN ON THE FACE THEREOF A STATEMENT TO SUCH EFFECT.

46 (B) EXCEPT AS MAY BE AUTHORIZED BY THE COUNTY PURSUANT TO SECTION
47 SEVEN OF ARTICLE SEVENTEEN OF THE STATE CONSTITUTION AND SECTION THIR-
48 TY-FOUR HUNDRED FIFTY-EIGHT OF THIS TITLE, THE COUNTY SHALL NOT BE
49 LIABLE ON THE BONDS OR NOTES OF THE CORPORATION AND SUCH BONDS OR NOTES
50 SHALL NOT BE A DEBT OF THE COUNTY, AND SUCH BONDS AND NOTES SHALL
51 CONTAIN ON THE FACE THEREOF A STATEMENT TO SUCH EFFECT OR A STATEMENT
52 DESCRIBING THE COUNTY LIABILITY THEREON, IF ANY.

53 S 3461. MONIES OF THE CORPORATION. ALL MONIES OF THE CORPORATION FROM
54 WHATEVER SOURCE DERIVED SHALL BE PAID TO THE TREASURER OF THE CORPO-
55 RATION AND SHALL BE DEPOSITED FORTHWITH IN A BANK OR BANKS DESIGNATED BY
56 THE CORPORATION. THE MONIES IN SUCH ACCOUNTS SHALL BE PAID OUT OR WITH-

1 DRAWN ON THE ORDER OF SUCH PERSON OR PERSONS AS THE CORPORATION MAY
2 AUTHORIZE TO MAKE SUCH REQUISITIONS. ALL DEPOSITS OF SUCH MONIES SHALL
3 BE SECURED BY OBLIGATIONS OF THE UNITED STATES OR OF THE STATE OR OF ANY
4 MUNICIPALITY OF A MARKET VALUE EQUAL AT ALL TIMES TO THE AMOUNT ON
5 DEPOSIT AND ALL BANKS AND TRUST COMPANIES ARE AUTHORIZED TO GIVE SUCH
6 SECURITY FOR SUCH DEPOSITS. ALTERNATIVELY, MONIES OF THE CORPORATION
7 MAY BE DEPOSITED IN MONEY MARKET FUNDS RATED IN THE HIGHEST SHORT TERM
8 OR LONG TERM RATING CATEGORY BY AT LEAST ONE NATIONALLY RECOGNIZED
9 RATING AGENCY. TO THE EXTENT PRACTICABLE, CONSISTENT WITH THE CASH
10 REQUIREMENTS OF THE CORPORATION, ALL SUCH MONIES SHALL BE DEPOSITED IN
11 INTEREST BEARING ACCOUNTS. THE CORPORATION SHALL HAVE POWER, NOTWITH-
12 STANDING THE PROVISIONS OF THIS SECTION, TO CONTRACT WITH THE HOLDERS OF
13 ANY BONDS AS TO THE CUSTODY, COLLECTION, SECURITY, INVESTMENT AND
14 PAYMENT OF ANY MONIES OF THE CORPORATION OR ANY MONIES HELD IN TRUST OR
15 OTHERWISE FOR THE PAYMENT OF BONDS OR ANY WAY TO SECURE BONDS, AND CARRY
16 OUT ANY SUCH CONTRACT NOTWITHSTANDING THAT SUCH CONTRACT MAY BE INCON-
17 SISTENT WITH THE PROVISIONS OF THIS SECTION. MONIES HELD IN TRUST OR
18 OTHERWISE FOR THE PAYMENT OF BONDS OR IN ANY WAY TO SECURE BONDS AND
19 DEPOSITS OF SUCH MONIES MAY BE SECURED IN THE SAME MANNER AS MONIES OF
20 THE CORPORATION AND ALL BANKS AND TRUST COMPANIES ARE AUTHORIZED TO GIVE
21 SUCH SECURITY FOR SUCH DEPOSITS. ANY MONIES OF THE CORPORATION NOT
22 REQUIRED FOR IMMEDIATE USE OR DISBURSEMENT MAY, AT THE DISCRETION OF THE
23 CORPORATION, BE INVESTED IN ACCORDANCE WITH GUIDELINES ESTABLISHED BY
24 THE CORPORATION'S BOARD AND AMENDED FROM TIME TO TIME. SUBJECT TO THE
25 PROVISIONS OF ANY CONTRACT WITH BONDHOLDERS AND WITH THE APPROVAL OF THE
26 STATE COMPTROLLER, THE CORPORATION SHALL PRESCRIBE A SYSTEM OF ACCOUNTS.

27 S 3462. BONDS; LEGAL INVESTMENT FOR FIDUCIARIES. THE BONDS OF THE
28 CORPORATION ARE HEREBY MADE SECURITIES IN WHICH ALL PUBLIC OFFICERS AND
29 BODIES OF THE STATE AND ALL MUNICIPALITIES, ALL INSURANCE COMPANIES AND
30 ASSOCIATIONS AND OTHER PERSONS CARRYING ON AN INSURANCE BUSINESS, ALL
31 BANKS, BANKERS, TRUST COMPANIES, SAVINGS BANKS AND SAVING ASSOCIATIONS,
32 INCLUDING SAVINGS AND LOAN ASSOCIATIONS, BUILDING AND LOAN ASSOCIATIONS,
33 INVESTMENT COMPANIES AND OTHER PERSONS CARRYING ON A BANKING BUSINESS,
34 AND ADMINISTRATORS, GUARDIANS, EXECUTORS, TRUSTEES AND OTHER FIDUCIARIES
35 AND ALL OTHER PERSONS WHATSOEVER, WHO ARE NOW OR MAY HEREAFTER BE
36 AUTHORIZED TO INVEST IN BONDS OR OTHER OBLIGATIONS OF THE STATE MAY
37 PROPERLY AND LEGALLY INVEST FUNDS INCLUDING CAPITAL IN THEIR CONTROL OR
38 BELONGING TO THEM. THE BONDS ARE ALSO HEREBY MADE SECURITIES WHICH MAY
39 BE DEPOSITED WITH AND MAY BE RECEIVED BY ALL PUBLIC OFFICERS AND BODIES
40 OF THE STATE AND ALL MUNICIPALITIES FOR ANY PURPOSES FOR WHICH THE
41 DEPOSIT OF BONDS OR OTHER OBLIGATIONS OF THIS STATE IS NOW OR HEREAFTER
42 MAY BE AUTHORIZED.

43 S 3463. AGREEMENT WITH STATE. THE STATE DOES HEREBY PLEDGE TO AND
44 AGREE WITH THE HOLDERS OF ANY BONDS ISSUED BY THE CORPORATION PURSUANT
45 TO THIS TITLE AND WITH THOSE PERSONS OR PUBLIC CORPORATIONS WHO MAY
46 ENTER INTO CONTRACTS WITH THE CORPORATION PURSUANT TO THE PROVISIONS OF
47 THIS TITLE THAT THE STATE WILL NOT ALTER, LIMIT OR IMPAIR THE RIGHTS
48 HEREBY VESTED IN THE CORPORATION TO PURCHASE, CONSTRUCT, OWN AND OPER-
49 ATE, MAINTAIN, REPAIR, IMPROVE, RECONSTRUCT, RENOVATE, REHABILITATE,
50 ENLARGE, INCREASE AND EXTEND, OR DISPOSE OF ANY PROJECT, OR ANY PART OR
51 PARTS THEREOF FOR WHICH BONDS OF THE CORPORATION SHALL HAVE BEEN ISSUED,
52 TO ESTABLISH AND COLLECT RATES, RENTS, FEES AND OTHER CHARGES REFERRED
53 TO IN THIS TITLE, TO FULFILL THE TERMS OF ANY CONTRACTS OR AGREEMENTS
54 MADE WITH OR FOR THE BENEFIT OF THE HOLDERS OF BONDS OR WITH ANY PERSON
55 OR PUBLIC CORPORATION WITH REFERENCE TO SUCH PROJECT OR PART THEREOF, OR
56 IN ANY WAY TO IMPAIR THE RIGHTS AND REMEDIES OF THE HOLDERS OF BONDS,

UNTIL THE BONDS, TOGETHER WITH INTEREST THEREON, INCLUDING INTEREST ON ANY UNPAID INSTALLMENTS OF INTEREST, AND ALL COSTS AND EXPENSES IN CONNECTION WITH ANY ACTION OR PROCEEDING BY OR ON BEHALF OF THE HOLDERS OF BONDS, ARE FULLY MET AND DISCHARGED AND SUCH CONTRACTS ARE FULLY PERFORMED ON THE PART OF THE CORPORATION. THE CORPORATION IS AUTHORIZED TO INCLUDE THIS PLEDGE AND AGREEMENT OF THE STATE IN ANY AGREEMENT WITH THE HOLDERS OF BONDS.

S 3464. AGREEMENT WITH COUNTY. EXCEPT WHERE REQUIRED TO ACT PURSUANT TO LAW, THE COUNTY IS AUTHORIZED TO PLEDGE TO AND AGREE WITH THE HOLDERS OF ANY BONDS ISSUED BY THE CORPORATION PURSUANT TO THIS TITLE AND WITH THOSE PERSONS OR PUBLIC CORPORATIONS WHO MAY ENTER INTO CONTRACTS WITH THE CORPORATION PURSUANT TO THE PROVISIONS OF THIS TITLE THAT THE COUNTY WILL NOT ALTER, LIMIT OR IMPAIR THE RIGHTS HEREBY VESTED IN THE CORPORATION TO PURCHASE, CONSTRUCT, OWN AND OPERATE, MAINTAIN, REPAIR, IMPROVE, RECONSTRUCT, RENOVATE, REHABILITATE, ENLARGE, INCREASE AND EXTEND, OR DISPOSE OF ANY PROJECT, OR ANY PART OR PARTS THEREOF, FOR WHICH BONDS OF THE CORPORATION SHALL HAVE BEEN ISSUED, TO ESTABLISH AND COLLECT RATES, RENTS, FEES AND OTHER CHARGES REFERRED TO IN THIS TITLE, TO FULFILL THE TERMS OF ANY AGREEMENTS MADE WITH THE HOLDERS OF THE BONDS OR WITH ANY PUBLIC CORPORATION OR PERSON WITH REFERENCE TO SUCH PROJECT OR PART THEREOF, OR IN ANY WAY IMPAIR THE RIGHTS AND REMEDIES OF THE HOLDERS OF BONDS, UNTIL THE BONDS, TOGETHER WITH INTEREST THEREON, INCLUDING INTEREST ON ANY UNPAID INSTALLMENTS OF INTEREST, AND ALL COSTS AND EXPENSES IN CONNECTION WITH ANY ACTION OR PROCEEDING BY OR ON BEHALF OF THE HOLDERS OF BONDS, ARE FULLY MET AND DISCHARGED AND SUCH CONTRACTS ARE FULLY PERFORMED ON THE PART OF THE CORPORATION.

S 3465. EXEMPTION FROM TAXES AND CERTAIN FEES. 1. THE CORPORATION SHALL NOT BE REQUIRED TO PAY ANY FEES, TAXES OR ASSESSMENTS OF ANY KIND, EXCEPT AS PROVIDED BY THE PUBLIC HEALTH LAW, WHETHER STATE OR LOCAL, INCLUDING BUT NOT LIMITED TO FEES OR TAXES ON REAL PROPERTY, FRANCHISE TAXES, SALES TAXES OR OTHER EXCISE TAXES, UPON ANY PROPERTY OWNED BY IT OR UNDER ITS JURISDICTION, CONTROL OR SUPERVISION AND USED FOR A PUBLIC PURPOSE, OR UPON THE USES THEREOF, OR UPON ITS ACTIVITIES IN THE OPERATION AND MAINTENANCE OF ITS FACILITIES USED FOR A PUBLIC PURPOSE, OR ANY REVENUES OR OTHER INCOME RECEIVED BY THE CORPORATION FROM PUBLIC PURPOSE ACTIVITIES. THE FOREGOING SHALL NOT, HOWEVER, LIMIT THE COUNTY FROM RECEIVING RENTALS, FEES OR OTHER CONSIDERATION PURSUANT TO AGREEMENTS NEGOTIATED WITH THE CORPORATION. THE CORPORATION SHALL AT ALL TIMES BE EXEMPT FROM ANY FILING, MORTGAGE RECORDING OR TRANSFER FEES OR TAXES IN RELATION TO INSTRUMENTS FILED, RECORDED OR TRANSFERRED BY IT OR ON ITS BEHALF. THE CONSTRUCTION, USE, OCCUPATION, LEASE OR POSSESSION OF ANY PROPERTY OWNED BY THE CORPORATION OR THE COUNTY, INCLUDING IMPROVEMENTS THEREON, BY ANY PERSON OR PUBLIC CORPORATION UNDER AGREEMENT WITH THE CORPORATION OR THE COUNTY SHALL NOT OPERATE TO ABROGATE OR LIMIT THE FOREGOING EXEMPTION, NOTWITHSTANDING THAT THE LESSEE, USER, OCCUPANT OR PERSON IN POSSESSION SHALL CLAIM OWNERSHIP FOR FEDERAL INCOME TAX PURPOSES.

2. ANY BONDS ISSUED PURSUANT TO THIS TITLE TOGETHER WITH THE INCOME THEREFROM AS WELL AS THE PROPERTY OF THE CORPORATION SHALL AT ALL TIMES BE EXEMPT FROM TAXES, EXCEPT FOR TRANSFER AND ESTATE TAXES. THE STATE HEREBY COVENANTS WITH THE PURCHASERS AND WITH ALL SUBSEQUENT HOLDERS AND TRANSFEREES OF BONDS ISSUED BY THE CORPORATION PURSUANT TO THIS TITLE, IN CONSIDERATION OF THE ACCEPTANCE OF AND PAYMENT FOR THE BONDS, THAT THE BONDS OF THE CORPORATION ISSUED PURSUANT TO THIS TITLE AND THE INCOME THEREFROM AND ALL REVENUES, MONIES, AND OTHER PROPERTY PLEDGED TO

1 SECURE THE PAYMENT OF SUCH BONDS SHALL AT ALL TIMES BE FREE FROM TAXA-
2 TION, EXCEPT FOR TRANSFER AND ESTATE TAXES.

3 S 3466. ACTIONS AGAINST CORPORATION. 1. EXCEPT IN AN ACTION FOR WRONG-
4 FUL DEATH, NO ACTION OR SPECIAL PROCEEDING SHALL BE PROSECUTED OR MAIN-
5 TAINED AGAINST THE CORPORATION, ITS MEMBERS, OFFICERS OR EMPLOYEES FOR
6 PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY ALLEGED TO HAVE
7 BEEN SUSTAINED BY REASON OF THE NEGLIGENCE, TORT OR WRONGFUL ACT OF THE
8 CORPORATION OR OF ANY MEMBER, OFFICER, AGENT OR EMPLOYEE THEREOF, UNLESS
9 (A) NOTICE OF CLAIM SHALL HAVE BEEN MADE AND SERVED UPON THE CORPORATION
10 WITHIN THE TIME LIMIT SET BY AND IN COMPLIANCE WITH SECTION FIFTY-E OF
11 THE GENERAL MUNICIPAL LAW, (B) IT SHALL APPEAR BY AND AS AN ALLEGATION
12 IN THE COMPLAINT OR MOVING PAPERS THAT AT LEAST THIRTY DAYS HAVE ELAPSED
13 SINCE THE SERVICE OF SUCH NOTICE AND THAT ADJUSTMENT OR PAYMENT THEREOF
14 HAS BEEN NEGLECTED OR REFUSED, (C) THE ACTION OR SPECIAL PROCEEDING
15 SHALL BE COMMENCED WITHIN ONE YEAR AND NINETY DAYS AFTER THE HAPPENING
16 OF THE EVENT UPON WHICH THE CLAIM IS BASED, AND (D) AN ACTION, AGAINST
17 THE CORPORATION FOR WRONGFUL DEATH SHALL BE COMMENCED IN ACCORDANCE WITH
18 THE NOTICE OF CLAIM AND TIME LIMITATION PROVISIONS OF TITLE ELEVEN OF
19 ARTICLE NINE OF THIS CHAPTER.

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

25 3. THE CORPORATION MAY REQUIRE ANY PERSON PRESENTING FOR SETTLEMENT AN
26 ACCOUNT OR CLAIM FOR ANY CAUSE WHATSOEVER AGAINST THE CORPORATION TO BE
27 SWORN BEFORE A DIRECTOR, COUNSEL OR AN ATTORNEY, OFFICER OR EMPLOYEE OF
28 THE CORPORATION DESIGNATED FOR SUCH PURPOSE, CONCERNING SUCH ACCOUNT OR
29 CLAIM AND, WHEN SO SWORN, TO ANSWER ORALLY AS TO ANY FACTS RELATIVE TO
30 SUCH ACCOUNT OR CLAIM. THE CORPORATION SHALL HAVE POWER TO SETTLE OR
31 ADJUST ALL CLAIMS IN FAVOR OF OR AGAINST THE CORPORATION.

32 4. ANY ACTION OR PROCEEDING TO WHICH THE CORPORATION OR THE PEOPLE OF
33 THE STATE MAY BE PARTIES, IN WHICH ANY QUESTION ARISES AS TO THE VALIDI-
34 TY OF THIS TITLE, SHALL BE PREFERRED OVER ALL OTHER CIVIL CAUSES OF
35 ACTION OR CASES, EXCEPT ELECTION CAUSES OF ACTION OR CASES, IN ALL
36 COURTS OF THE STATE AND SHALL BE HEARD AND DETERMINED IN PREFERENCE TO
37 ALL OTHER CIVIL BUSINESS PENDING THEREIN EXCEPT ELECTION CAUSES, IRRE-
38 SPECTIVE OF POSITION ON THE CALENDAR. THE SAME PREFERENCE SHALL BE
39 GRANTED UPON APPLICATION OF THE CORPORATION OR ITS COUNSEL IN ANY ACTION
40 OR PROCEEDING QUESTIONING THE VALIDITY OF THIS TITLE IN WHICH THE CORPO-
41 RATION MAY BE ALLOWED TO INTERVENE. THE VENUE OF ANY SUCH ACTION OR
42 PROCEEDING SHALL BE LAID IN THE SUPREME COURT OF THE COUNTY.

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

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

51 S 3467. AUDIT AND ANNUAL REPORTS. 1. IN CONFORMITY WITH THE PROVISIONS
52 OF SECTION FIVE OF ARTICLE TEN OF THE CONSTITUTION, THE ACCOUNTS OF THE
53 CORPORATION SHALL BE SUBJECT TO THE SUPERVISION OF THE STATE COMPTROLLER
54 AND AN ANNUAL AUDIT SHALL BE PERFORMED BY AN INDEPENDENT CERTIFIED
55 PUBLIC ACCOUNTANT. THE CORPORATION SHALL ANNUALLY SUBMIT TO THE COUNTY
56 LEGISLATURE, COUNTY EXECUTIVE, GOVERNOR AND THE STATE COMPTROLLER AND TO

1 THE CHAIRPERSON OF THE SENATE FINANCE COMMITTEE AND THE CHAIRPERSON OF
2 THE ASSEMBLY WAYS AND MEANS COMMITTEE A DETAILED REPORT PURSUANT TO THE
3 PROVISIONS OF SECTION TWENTY-EIGHT HUNDRED OF THIS CHAPTER, AND A COPY
4 OF SUCH REPORT SHALL BE FILED WITH THE CLERK OF THE COUNTY LEGISLATURE
5 AND THE COUNTY EXECUTIVE.

6 2. THE CORPORATION SHALL REPORT ON AN ANNUAL BASIS THE FOLLOWING
7 INFORMATION: THE NAME, PRINCIPAL BUSINESS ADDRESS AND PRINCIPAL BUSINESS
8 ACTIVITIES OF EACH SUBSIDIARY OF THE CORPORATION; THE NAME OF ALL BOARD
9 MEMBERS AND OFFICERS OF EACH SUBSIDIARY; THE NUMBER OF EMPLOYEES OF EACH
10 SUBSIDIARY; A LIST OF ALL CONTRACTS IN EXCESS OF ONE HUNDRED THOUSAND
11 DOLLARS ENTERED INTO BY THE CORPORATION AND ITS SUBSIDIARIES IDENTIFYING
12 THE AMOUNT, PURPOSE AND DURATION OF SUCH CONTRACT; AND A FINANCIAL
13 STATEMENT, INCOME STATEMENT, AND BALANCE SHEET PERFORMED BY AN INDEPEND-
14 ENT CERTIFIED PUBLIC ACCOUNTANT ALL IN ACCORDANCE WITH GENERALLY
15 ACCEPTED ACCOUNTING PRINCIPLES OF THE CORPORATION AND EACH OF ITS
16 SUBSIDIARIES. AT THE TIME THE REPORTS REQUIRED BY SUBDIVISION ONE OF
17 THIS SECTION ARE SUBMITTED, SUCH REPORTS SHALL BE PROVIDED TO THE GOVER-
18 NOR, THE SPEAKER OF THE ASSEMBLY, THE TEMPORARY PRESIDENT OF THE SENATE
19 AND A COPY OF SUCH REPORT SHALL BE FILED WITH THE CLERK OF THE COUNTY
20 LEGISLATURE AND THE COUNTY EXECUTIVE.

21 S 3468. DEFENSE AND INDEMNIFICATION. THE CORPORATION SHALL NOT EXECUTE
22 ANY OF ITS POWERS, INCLUDING THE SPECIAL POWERS AUTHORIZED BY SECTION
23 THIRTY-FOUR HUNDRED FIFTY-SIX OF THIS TITLE, EXCEPT AS NECESSARY TO
24 COMMENCE ITS CORPORATE EXISTENCE, UNTIL IT HAS ELECTED TO MAKE THE
25 PROVISIONS OF SECTION EIGHTEEN OF THE PUBLIC OFFICERS LAW APPLICABLE TO
26 ITS EMPLOYEES (AS SUCH TERM IS DEFINED IN SECTION EIGHTEEN OF THE PUBLIC
27 OFFICERS LAW) PURSUANT TO SUBDIVISION TWO OF SUCH SECTION; PROVIDED,
28 HOWEVER, THAT NOTHING CONTAINED WITHIN THIS SECTION SHALL BE DEEMED TO
29 PERMIT THE CORPORATION TO EXTEND THE PROVISIONS OF SECTION EIGHTEEN OF
30 THE PUBLIC OFFICERS LAW UPON ANY INDEPENDENT CONTRACTOR.

31 S 3469. TRANSFER OF APPLICATIONS, PROCEEDINGS, LICENSES, APPROVALS AND
32 PERMITS. 1. ANY APPLICATION, REVIEW, PERMIT, LICENSE, APPROVAL, OR
33 PROCESS IN RELATION TO OR IN FURTHERANCE OF THE PURPOSES OF OR CONTEM-
34 PLATED BY THIS TITLE HERETOFORE FILED OR UNDERTAKEN, OR ANY PROCEEDING
35 HERETOFORE COMMENCED OR ANY DETERMINATION, FINDING OR AWARD MADE, BY THE
36 COUNTY OR BY THE COUNTY WITH THE FEDERAL GOVERNMENT, THE STATE DEPART-
37 MENT OF HEALTH OR ANY OTHER PUBLIC CORPORATION SHALL INURE TO AND FOR
38 THE BENEFIT OF THE CORPORATION TO THE SAME EXTENT AND IN THE SAME MANNER
39 AS IF THE CORPORATION HAS BEEN A PARTY TO SUCH APPLICATION, REVIEW,
40 PERMIT, LICENSE, APPROVAL, PROCESS, OR PROCEEDING FROM ITS INCEPTION,
41 AND THE CORPORATION SHALL BE DEEMED A PARTY THERETO, TO THE EXTENT NOT
42 PROHIBITED BY FEDERAL LAW. ANY LICENSE, APPROVAL, PERMIT, DETERMINATION,
43 FINDING, AWARD OR DECISION HERETOFORE OR HEREAFTER ISSUED OR GRANTED
44 PURSUANT TO OR AS A RESULT OF ANY SUCH APPLICATION, REVIEW, PROCESS OR
45 PROCEEDING SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE CORPO-
46 RATION AND SHALL BE ASSIGNED AND TRANSFERRED BY THE COUNTY TO THE CORPO-
47 RATION UNLESS SUCH ASSIGNMENT AND TRANSFER IS PROHIBITED BY FEDERAL LAW.
48 2. ALL SUCH APPLICATIONS, PROCEEDINGS, LICENSES, APPROVALS, PERMITS,
49 DETERMINATIONS, FINDINGS, AWARDS AND DECISIONS SHALL FURTHER INURE TO
50 AND FOR THE BENEFIT OF AND BE BINDING UPON ANY PERSON LEASING, ACQUIR-
51 ING, FINANCING, CONSTRUCTING, MAINTAINING, OPERATING, USING OR OCCUPYING
52 ANY FACILITY TRANSFERRED BY THE COUNTY TO THE CORPORATION PURSUANT TO
53 THIS TITLE.

54 S 3470. SEPARABILITY. IF ANY CLAUSE, SENTENCE, PARAGRAPH, SECTION, OR
55 PART OF THIS TITLE SHALL BE ADJUDGED BY ANY COURT OF COMPETENT JURISDIC-
56 TION TO BE INVALID, SUCH JUDGMENT SHALL NOT AFFECT, IMPAIR OR INVALIDATE

1 THE REMAINDER THEREOF, BUT SHALL BE CONFINED IN ITS OPERATION TO THE
2 CLAUSE, SENTENCE, PARAGRAPH, SECTION, OR PART THEREOF INVOLVED IN THE
3 CONTROVERSY IN WHICH SUCH JUDGMENT SHALL HAVE BEEN RENDERED.

4 S 3471. APPLICABILITY OF LAWS. THE PROVISIONS OF THIS TITLE SHALL BE
5 SUBJECT TO THE PROVISIONS OF THE CIVIL PRACTICE LAW AND RULES, THE
6 PUBLIC HEALTH LAW, THE MENTAL HYGIENE LAW, THE SOCIAL SERVICES LAW, THE
7 EDUCATION LAW AND ANY OTHER APPLICABLE LAW OR REGULATION, INCLUDING ANY
8 AMENDMENT THERETO; PROVIDED, HOWEVER NOTHING IN THIS SECTION SHALL
9 REQUIRE THE COUNTY OR CORPORATION TO SEEK APPROVAL OR CONSENT FOR ANY
10 TRANSFER PURSUANT TO SECTIONS THIRTY-FOUR HUNDRED FIFTY-SEVEN AND THIR-
11 TY-FOUR HUNDRED SIXTY-NINE OF THIS TITLE; AND PROVIDED, FURTHER, THAT
12 THE CORPORATION SHALL NOT BE SUBJECT TO THE PROVISIONS OF TITLE TEN OF
13 ARTICLE NINE OF THIS CHAPTER.

14 S 2. This act shall take effect immediately.