



Office of Legal Affairs

Via Certified Mail, 7012 1640 0002 5043 7956

February 26, 2013

Mr. Timothy R. Downing  
Vice President  
The Downing Corporation  
P.O. Box 222  
Penfield, NY 14526

Re: Exercise of Option to Renew Equipment Lease Agreement for modular classroom building  
("Sally Anne Slacke Building") located on Michael J. Grant Campus, Suffolk County  
Community College

Dear Mr. Downing:

Pursuant to the terms of the above-referenced Equipment Lease Agreement ("Lease"), Suffolk County Community College hereby exercises its option to renew the Lease for one five-year period, effective from July 1, 2013 through June 30, 2018.

All other terms and conditions of the Lease shall remain in effect.

We thank you for your attention to this matter, and look forward to continuing our business relationship with you.

Very truly yours,

Louis J. Petrizzo  
College General Counsel

cc: Dr. Shaun L. McKay, College President  
Gail E. Vizzini, Vice President for Business  
and Financial Affairs  
Dr. James Keane, Executive Dean  
Michael J. Grant Campus

*Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.*

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

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

Michael J. Grant Campus  
Crooked Hill Road  
Brentwood, NY 11717-1092  
(631) 851-6700

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

**Equipment Lease Agreement**

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

**The Downing Corporation (Lessor)**, a corporation duly qualified to do business in the State of New York, having an office at 6383 Furnace Road, Ontario, New York 14519.

The parties hereto desire to lease to the **College** a modular classroom building (**Equipment**), as described in Exhibit A.

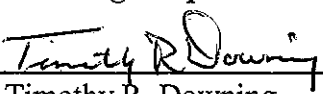
**Term of Lease:** July 1, 2003 to June 30, 2013 with one (1) five-year option to renew.

**Cost of Lease:** \$28,725.00 per month for 120 months of initial lease term (total cost \$3,447,000.00); \$10,875.00 per month for 60 months of option lease term.


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

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

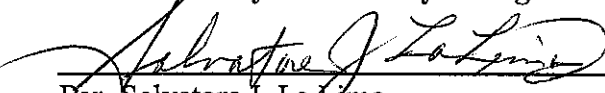
**The Downing Corporation**

  
By: Timothy R. Downing  
Vice President  
Date: 3/26/03


**Approved As To Form, Not  
Reviewed As To Execution:**

Robert J. Cimino  
Suffolk County Attorney  
  
By: Cynthia Kay Parry  
Assistant County Attorney  
Date: 4/10/03

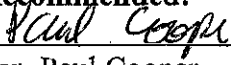
**Suffolk County Community College**

  
By: Salvatore J. LaLima  
President  
Date: 3/31/03

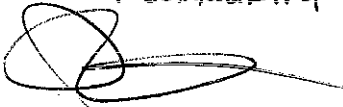
**Approved:  
Suffolk County Community College**

  
By: Charles K. Stein  
Vice President for Business and Financial Affairs  
Date: 3/28/03

**Recommended:**

  
By: Paul Cooper  
Executive Director of Facilities and Technical Support  
Date: 3/27/03

**SUFFOLK COUNTY COMMUNITY COLLEGE**

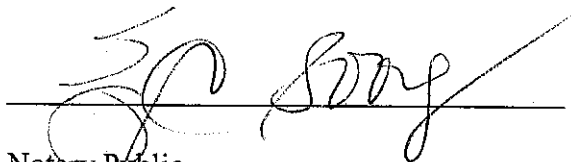
  
By: ILENE S. KREITZER  
LEGAL AFFAIRS & COMPLIANCE OFFICER  
DATE: 4/10/03

Rev. 3/13/03; Law No. 18-CC-  
Modular Classroom Building – Western Campus  
The Downing Corporation

ACKNOWLEDGMENT BY CORPORATION:

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

On this 26<sup>th</sup> day of March 2003 before me personally came Timothy B Downing,  
to me known, who being duly sworn, did depose and say that he/she resides in Webster, NY,  
that he/she is the Vice President of The Downing Corp the corporation described in and which  
executed the foregoing instrument, that he/she knew the seal of said corporation, that the seal affixed to  
such said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors  
of such corporation, and that he/she signed his/her name thereto by like order.

  
Notary Public

ZO ANN SOONG  
Notary Public in the State of New York  
COUNTY OF MONROE  
My Commission Expires on 12/29/05

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**Rev. 3/18/03; Law No. 18-CC-  
Modular Classroom Building – Western Campus  
The Downing Corporation**

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Suffolk County Living Wage Requirements Exhibit  
As Last Revised by the Suffolk County Department of Labor on 10/22/02**

**Exhibit A  
General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals, advertised December 26, 2002, to lease to Suffolk County Community College a modular classroom building for its Western Campus, located in Brentwood, New York; and

**Whereas**, The Downing Corporation submitted a proposal on January 30, 2003 that demonstrates the best relevant experience and expertise, offers the best value to the College and will best serve the public interest;

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

**1. Lessor Responsibilities**

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

**2. Term**

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

**3. Payment and Compensation**

- a. In consideration of Lessor's faithfully complying with all if the covenants set forth in this Lease, the College shall compensate Lessor according to the following schedule:
- |                        |   |
|------------------------|---|
| Monthly Lease Payment: | Initial Lease Term - \$28,725.00<br>Option Lease Term - \$10,875.00 |
| Number of Months:      | Initial Lease Term – 120 months<br>Option Lease Term – 60 months    |
- b. No partial payments shall be made to Lessor in excess or in advance of the above described payment.
- c. The College shall prepare and Lessor shall execute and present to the College for submission on Lessor's behalf, monthly claim forms (Standard Suffolk County vouchers) supplied by the College from year to year for each year of the Term of the Lease, for approval for payment by the County.
- d. The charges payable to Lessor under this Lease are exclusive of federal, state and local taxes, the County being a municipality exempt from payment of such taxes.
- e. The acceptance by Lessor of full payment of all billings made on the final certificate under this Lease shall operate as and shall be a release to the College and County from all claims and liability to Lessor, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Lease.
- f. The Lease payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon the 1<sup>st</sup> day of September 2003 and on the same day in each succeeding month. Except as specifically provided in Paragraph 5, entitled "Lease Subject to Appropriation of Funds", of this Exhibit A, the Lease payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any defects, malfunctions, breakdowns, or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

**4. Delivery and Acceptance**

- a. All transportation costs incurred by Lessor for the delivery and installation of the Equipment shall be borne by Lessor.
- b. The College shall indicate its acceptance of the Equipment by executing a Delivery and Acceptance Certificate in substantially the form provided in Exhibit D.

- c. In the event that the College occupies the Equipment prior to the execution of the Delivery and Acceptance Certificate, such occupancy shall constitute acceptance by the College.

**5. Lease Subject to Appropriation of Funds**

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



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The Downing Corporation**

fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and

- ii. that it will not during the Lease Term give priority in the application of funds to any other functionally similar Equipment.

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

**6. Not in Default**

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

**7. Financial Disclosure**

Lessor represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31<sup>st</sup> day of January in each year of this Lease's duration. Lessor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Lease, for which the College shall be entitled, upon a determination that such breach occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Lease. (Such requirement is not required if Lessor is a not-for-profit corporation.)

**8. Gratuities**

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

**9. Independent Contractor**

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

**10. Assignment**

- a. Without Lessor's prior written consent, the College will neither:
  - i. assign, transfer, pledge, hypothecate, grant any security in or otherwise dispose of this Lease or the Equipment; nor
  - ii. sublet or lend the Equipment or permit it to be used by anyone other than the College or College employees.
- b. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part and the College's right will be subordinated thereto. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of assignment to be sent to the College which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. The College covenants and agrees with the Lessor and each subsequent assignee of the Lessor to maintain for the full term of this Lease a written record of each such assignment and reassignment. In compliance with Section 149 (a) of the Internal Revenue Code, the College agrees to affix a copy of each notification of assignment to its counterpart of the Lease. The College hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership of interests in and to this Lease and the Lessor hereby accepts its duties as agent hereunder.

**11. Severability**

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

**12. Warranty**

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

**13. Title to Equipment; Security Interest**

During the term of this Lease Agreement, title to the Equipment and any and all additions, repairs replacements or modifications thereof, will rest in Lessor, subject to the rights of the College under this Lease. In the Event of Default as set forth in Paragraph 20, entitled "Event of Default", or as set forth in Paragraph 5, entitled "Lease Subject to Appropriation of Funds", the College will

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The Downing Corporation**

peacefully surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements or modifications thereto, in order to secure the College's payments of all Lease Payments and the performance of all other obligations of the College under this Lease. If requested by Lessor, the College agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor which Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

**14. Use; Repairs**

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

**15. Alterations**

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

**16. Location and Inspection**

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

**17. Risk of Loss; Damage; Destruction**

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

- a. all amounts then owed by the College to Lessor under this Lease, including the Lease payment due on such date; and
- b. an amount equal to the then applicable replacement cost.

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

**18. Personal Property**

The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, the College will, at the College's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**19. Liens and Taxes**

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

**20. Event of Default**

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

- a. The College fails to make any Lease payments (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for twenty (20) days after the due date hereof;
- b. The College fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor;
- c. The discovery by Lessor that any statement, representation, or warranty made by the College in this Lease or in writing ever delivered by the College pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

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- d. proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by the College, or a receiver or similar officer shall be appointed for College or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or
- e. an attachment, levy or execution is threatened or levied upon or against the Equipment.

**21. Remedies**

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

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

**22. Notice Requirements/Contact Persons**

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

For the College:

Charles K. Stein  
Vice President for Business and Financial Affairs  
Suffolk County Community College

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Modular Classroom Building – Western Campus  
The Downing Corporation**

533 College Road, NFL 32  
Selden, New York 11784

For Lessor:

Timothy R. Downing  
Vice President  
The Downing Corporation  
6383 Furnace Road  
Ontario, New York 14519

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

For the College:

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

For Lessor:

Timothy R. Downing  
Vice President  
The Downing Corporation  
6383 Furnace Road  
Ontario, New York 14519

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

**23. Entire Agreement**

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

**24. No Oral Changes**

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

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The Downing Corporation**

**25. Governing Law**

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

**End of Text of Exhibit A**

**Exhibit B  
Description of Modular Building**

[attached]

**End of Text of Exhibit B**

**Exhibit C  
Site Plan**

[attached]

**End of Text of Exhibit C**



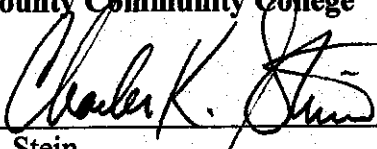
**Exhibit D**  
**Delivery and Acceptance Certificate**

Lease Agreement dated, April 10, 2003 between The Downing Corporation (Lessor) and Suffolk County Community College (College) for a high quality modular classroom building (Equipment).

The undersigned College hereby acknowledges receipt of the Equipment described above as fully installed and in good working condition and the College hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Lease Agreement executed by Lessor and College. The College agrees to make payments, as set forth in Paragraph 3 of Exhibit A of the Lease Agreement, beginning on the Commencement Date agreed to be September 1, 2003.

**Approved:**

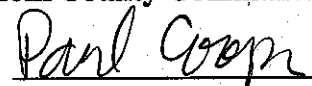
**Suffolk County Community College**

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

Date: \_\_\_\_\_

**Recommended:**

**Suffolk County Community College**

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

**End of Text of Exhibit D**

**Exhibit E  
Equipment Replacement Value Letter**

[attached]

**End of Text of Exhibit E**

**Exhibit F  
Certificate of Self Insurance**

[attached]

**End of Text of Exhibit F**

**Exhibit G  
Warranty Plan**

[attached]

**End of Text of Exhibit G**

**Exhibit H  
Board of Trustees Resolution No. 2003.40 Authorizing Lease Agreement**

[attached]

**End of Text of Exhibit H**

# **THE DOWNING CORPORATION**

## **EXHIBIT B**

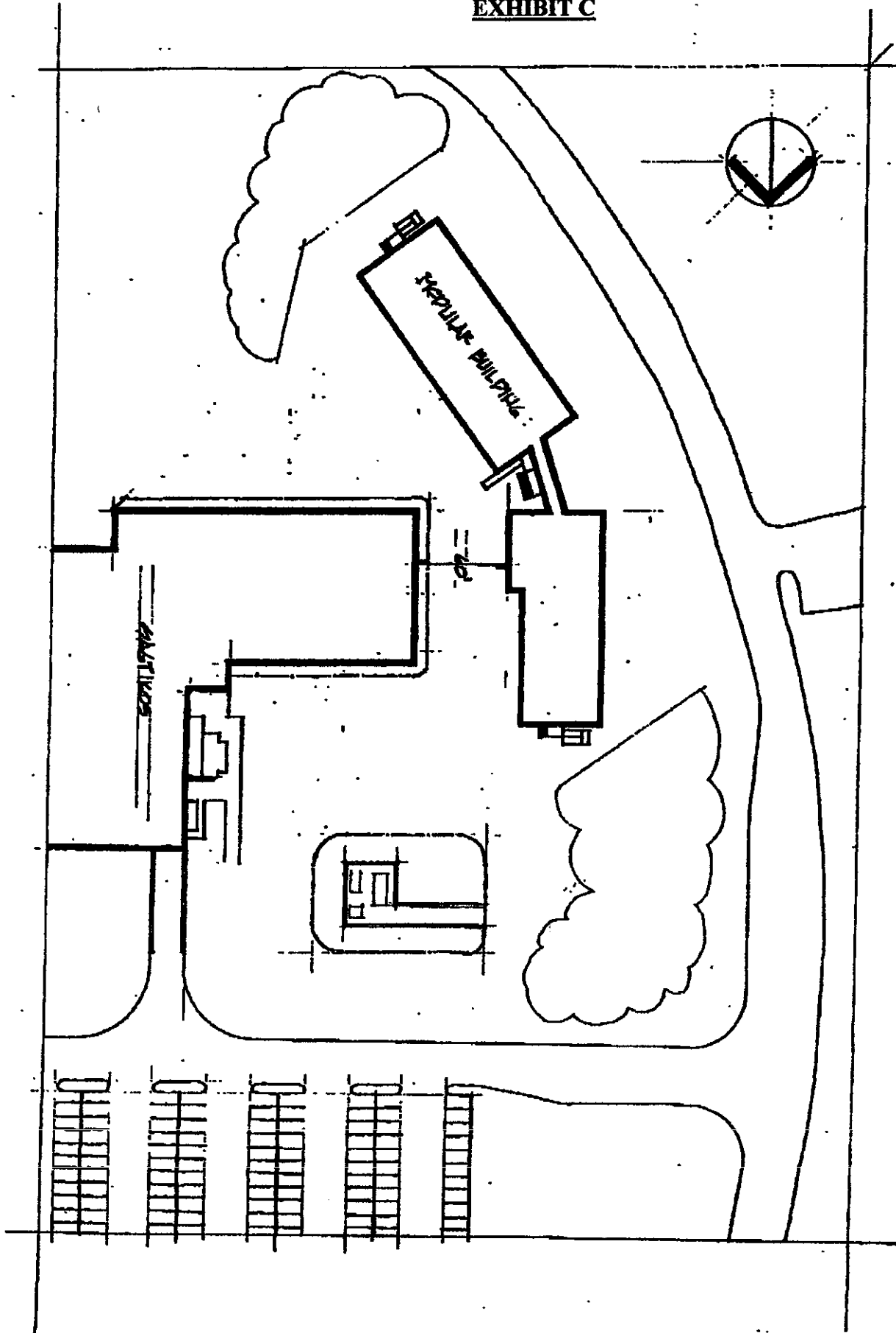
Suffolk Community College  
533 College Road  
Selden, NY. 11784

Re.: Modular Classroom Addition; Western Campus

### **Description of Building**

!9,000 sq. ft. approximately  
Construction type 2B  
Classrooms, offices, storage, toilet rooms  
Steel structural framing  
Rubber roofing  
Roof top AC units w/ gas heat  
Brick veneer exterior finish  
Vinyl covered gypsum interior finish  
12"x 12" tile finish floor  
Solid core birch interior doors  
Aluminum exterior doors  
Commercial door hardware  
Concrete foundations  
Aluminum windows w/insulated glass  
Design per shop drawings prepared by The Downing Corporation/ Konopka Architecture  
Dated February, 2003

EXHIBIT C



# THE DOWNING CORPORATION

## EXHIBIT E

Suffolk Community College  
533 College Road  
Selden, NY. 11784

Re.: Modular Classroom Addition; Western Campus

### Equipment Replacement Value Letter

The total replacement value of the Western Campus, Modular Classroom Building is  
\$2,000,000.00 (two million dollars)

Timothy Downing

Vice President  
March 24, 2003

EXHIBIT F

Mar 21, 16:34 :US by: Lisa Halterman

(16:35) Pg 2 of 3

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>03/21/2003</b>
<b>PRODUCER</b> LoVullo Associates, Inc. 6450 Transit Road Depew, NY 14043		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> THE DOWNING CORPORATION  6383 FURNACE ROAD  ONTARIO NY 14519		<b>INSURERS AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Admiral Insurance Company      24856 INSURER B: Scottsdale Insurance Company      41297 INSURER C: INSURER D: INSURER E:

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	A02AG14824	09/23/02	09/23/03	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				MED EXP (Any one person) \$50,000
					PERSONAL & ADV INJURY \$EXCLUDED
					GENERAL AGGREGATE \$1,000,000
A A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	A02AG14824	09/23/02	09/23/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	XLS0014762	09/23/02	09/23/03	EACH OCCURRENCE \$5,000,000
					AGGREGATE \$5,000,000
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

10,000 BI/PD COMBINED; SUFFOLK COUNTY IS NAMED AS ADDITIONAL INSURED  
AS RESPECTS LEASED MODULAR BUILDINGS AT THE WESTERN CAMPUS

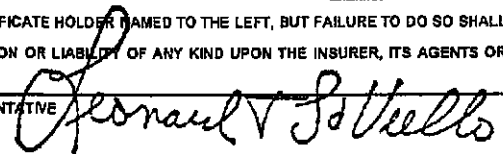
**CERTIFICATE HOLDER**

SUFFOLK COUNTY COMMUNITY COLLEGE  
533 COLLEGE DR  
SELDEN, NY 11784-2899

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## Contractors Compensation Trust

10 British American Blvd.

Latham, NY 12110-1415

### PROOF OF WORKERS' COMPENSATION COVERAGE

**Certificate Holder:**

Suffolk County Community College  
533 College Drive  
Selden, NY 11784-2899

**Plan Participant:**

The Downing Corp  
6383 Furnace Road  
Ontario NY 145198920

Date:

03/24/03

Policy Number:

CTR35578-03

Effective Date:

01/01/03

Expiration Date:

01/01/04

This is to certify that the Plan Participant named above is insured with the

**Contractors Compensation Trust**

under the policy number and for the period indicated above. This policy covers the entire obligation of this policyholder for Workers' Compensation under the New York Workers' Compensation Law with respect to all operations in the State of New York, and with respect to operations outside New York, to the policyholder's regular New York State employees only.

If said policy is cancelled, or changed prior to the expiration date indicated above, in such a manner as to affect this certificate, written notice of such cancellation will be given to the certificate holder above. Notice by regular mail so addressed shall be sufficient compliance with this provision. No liability is assumed in the event of failure to give such notice.

Contractors Compensation Trust

*Richard S. Flaherty*

Administrator,  
First Cardinal Corporation  
10 British American Blvd.  
Latham NY 12110-1415

# **THE DOWNING CORPORATION**

## **EXHIBIT G**

Suffolk Community College  
533 College Road  
Selden, NY. 11784

Re.: Modular Classroom Addition; Western Campus

### **Warranty Plan**

The Downing Corporation will maintain the Modular Classroom Building for the duration of the original lease term. This will include the structural integrity and equipment used in the construction. This does not include routine maintenance such as cleaning, bulb and tube replacement and damage caused by vandalisms, neglect or abuse that is beyond The Downing Corporations control.



EXHIBIT H



Office of the President

## BOARD OF TRUSTEES MEETING

February 13, 2003

**RESOLUTION NO. 2003.40 AUTHORIZING A LEASE FOR A MODULAR BUILDING FOR THE CORPORATE TRAINING CENTER AT THE WESTERN CAMPUS**


WHEREAS, the lease on the existing location of the Corporate Training Center, 225 Oser Avenue, Hauppauge, New York expires on August 31, 2003; and

WHEREAS, additional instructional classrooms are needed at the Western campus due to increased enrollment; and

WHEREAS, the college issued a request for proposals on December 26, 2002 for a company to provide a leased modular facility, responses to which were reviewed by the Evaluation Committee; and

WHEREAS, the Evaluation Committee recommends the proposal submitted by the Downing Corporation to provide the modular facility, be it therefore

RESOLVED, that the President of the College, or his designee, is hereby authorized to enter into a ten year (10) contract with the Downing Corporation, with an aggregate cost of \$3,447,000, to be paid monthly at the rate of \$28,725; with one option to renew for a five (5) year period at an aggregate cost of \$653,500, to be paid at a monthly rate of \$10,875.

  
William D. Moore, Secretary  
Board of Trustees

**CONTRACTOR'S VENDOR'S PUBLIC DISCLOSURE STATEMENT**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, to be completed by all providers which have a contract with Suffolk County in excess of \$1,000 or have three or more contracts with Suffolk County any three of which, when combined, exceed \$1,000 except: (1) Hospitals, (2) Educational or Governmental Entities, (3) Not-For-Profit Corporations, or (4) Providers of Foster Care, Family Day Care or Child Protective Consulting Services.

1. Contractor's Vendor's Name The Downing Corporation  
Address 6383 Furcense Road  
City and State Ontario NY Zip Code 14519
2. Contracting Department's Name Suffolk County Community College  
Address 533 College Drive, Selden NY 11784-2899
3. Payee Identification or Social Security No. 16-1307402
4. Type of Business: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other
- 5a. Is your firm entering into or has your firm entered into a contract with Suffolk County in excess of \$1,000?  
☒ Yes ☐ No
- 5b. Has your firm entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? ☐ Yes ☒ No  
If you answered yes to either part 5a or 5b, you must complete parts 6 through 9. In any event you must answer parts 10 and 11.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)  
Brenton W Downing 65 Erie Crescent, Fairport NY 14450  
Timothy R Downing 459 Granger Cir, Webster, NY 14580  
Susan Downing 65 Erie Crescent, Fairport NY 14450
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)  
N/A
8. Does your firm derive 50% or more of its total revenue from your contractual or vendor relationship with Suffolk County? ☐ Yes ☒ No
9. If Yes, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract (describe general nature of the contract) Lease of modular Classroom building
11. **REMEDIES.** The failure to file a verified public disclosure statement as required under this local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 11 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

