Educational and Professional
Development Center Lease
Sayville Union Free School District

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 Board of Education of the Sayville Union Free School District (Lessor), having an office at 99 Greeley Avenue, Sayville, New York 11782.

Lessor desires to lease premises (Premises) to the College, as described in Exhibit B.

Term of Lease:	August 15, 2015 to August 14, 2020 with an option to renew for an additional five (5) year term.
Cost of Lease:	For August 15, 2015 through December 14, 2015, the monthly rent shall be $18.73 per square foot for 16,320 square feet, for the sum of $25,472.80/month.
	For December 15, 2015 through August 14, 2016, the monthly rent shall be $18.73 per square foot for 25,714 square feet, for the sum of $40,135.26/month.
	For August 15, 2016 through August 14, 2017, the annual rent shall be $18.73 per square foot for 25,714 square feet, for the sum of $481,623.22/year, paid monthly ($40,135.26/month).
	Beginning August 15, 2017, the annual square foot rent for 25,714 square feet shall be $18.73 increased by a percentage equal to the percentage increase in the regional consumer price index for the New York-Northeastern New Jersey area, based upon the index for all urban consumers (CPI-U) during the twelve-(12) month period ending December 31, 2016.
	The annual square foot rent for 25,714 square feet for subsequent years of the term shall be the rent for the preceding year increased by a percentage equal to the percentage increase in the regional consumer price index for the New York-Northeastern New Jersey area, based upon the index for all urban consumers (CPI-U) during the preceding twelve (12) month period ending December 31st of each subsequent year.
Terms and Conditions:	Shall be as set forth in Exhibits A through G, attached.

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

Sayville Union Free School District

By: Dr. Walter Schartner
Superintendent of Schools
Date:

Suffolk County Community College

By: Dr. Shaun L. McKay
President
Date: 10/5/15

Educational and Professional Development Center Lease
Sayville Union Free School District

Approved As To Legality:

Louis J. Petrizzo
College General Counsel

Date: 10/03/15

Recommended:

By: Gail Vizzini
Vice President for Business and Financial Affairs

Date: 10/2/15

Educational and Professional
Development Center Lease
Sayville Union Free School District

Table of Contents

Exhibit A
General Terms and Conditions

1. Inconsistent Provisions
2. Description
3. Term
4. Lease Payments
5. Mortgage Payments, Liens and Taxes
6. Lease Subject to Appropriation of Funds
7. Purpose
8. Maintenance, Care and Repair of Premises
9. Summary of Lessor-College Responsibilities
10. Air Quality
11. Damage to Premises
12. Glazing
13. Signs
14. Eminent Domain
15. Negative Covenants
16. Default Remedies
17. Rights and Responsibilities on Default
18. Lessor's Right to Inspection and Repair
19. Lessor's Right to Show Premises
20. Subordination
21. The College's Rights on Transfer of Title
22. Quiet Enjoyment
23. Survey
24. Lessor Not in Default
25. Gratuities
26. Living Wage Law
27. Child Sexual Abuse Reporting Policy
28. Certification
29. Limit of Lessor's Liability
30. Insurance
31. Independent Contractor
32. No Broker
33. Assignment and Subletting
34. Severability
35. Notice Requirements/Contact Persons
36. Miscellaneous
37. Entire Agreement
38. No Oral Changes
39. Governing Law

Table of Contents (continued)

Exhibit B
Description of Premises

Exhibit C
Survey of Premises

Exhibit D
College Board of Trustees Resolution No. 2015.51 Approving the Lease

Exhibit E
Certificate of Occupancy for Premises

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

Exhibit G
Child Sexual Abuse Reporting Policy

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit A

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit A
General Terms and Conditions

Whereas, the Board of Education of the Sayville Union Free School District owns certain Premises located in Sayville, New York, a portion of which has been utilized by Suffolk County Community College for educational purposes, pursuant to a prior lease agreement dated May 13, 2005 which expired on August 14, 2015;and

WHEREAS, the College wishes to continue leasing said Premises and additional space in said Premises for use as an educational and professional development center; and

WHEREAS, by a resolution duly adopted on August 27, 2015, the Board of Education of the Sayville Union Free School District has determined that the Premises are not currently needed for School District purposes and that a lease of the Premises to the College, which will provide the most benefit to the School District, is in the best interest of the School District; and

WHEREAS, by a resolution duly adopted on August 27, 2015, the Board of Education has authorized the lease herein; and

WHEREAS, by a resolution duly adopted on June 19, 2015, the Board of Trustees of Suffolk County Community College has authorized the lease herein.

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. Inconsistent Provisions

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. Description

Lessor hereby leases to the College certain portions of the land and building, including parking areas, known as 30 Greene Avenue, Sayville, New York 11782 (Premises) as delineated in Exhibit B, entitled "Description of Premises," and Exhibit C, entitled "Survey of Premises," attached hereto. Suffolk County Tax Number:

District	Section	Block	Lot
500	356	5	1

3. Term

a. This Lease shall cover the period provided on the first page thereof, unless sooner terminated as provided in Paragraph 6 below, entitled "Lease Subject to Appropriation of Funds."

b. The options to renew may only be exercised with the mutual agreement of the parties. A request to exercise an option to renew must be made by either party in writing at least six (6) months prior to the expiration of any contract period. Lessor may, with or without reason, deny a College request to exercise either option.

4. Lease Payments

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:

Annual Lease Payment:	For August 15, 2015 through December 14, 2015, the monthly rent shall be $18.73 per square foot for 16,320 square feet, for the sum of $25,472.80/month. For December 15, 2015 through August 14, 2016, the monthly rent shall be $18.73 per square foot for 25,714 square feet, for the sum of $40,135.26/month. For August 15, 2016 through August 14, 2017, the annual rent shall be $18.73 per square foot for 25,714 square feet, for the sum of $481,623.22/year, paid monthly ($40,135.26/month). Beginning August 15, 2017, the annual square foot rent for 25,714 square feet shall be $18.73 increased by a percentage equal to the percentage increase in the regional consumer price index for the New York-Northeastern New Jersey area, based upon the index for all urban consumers (CPI-U) during the twelve- (12) month period ending December 31, 2016. The annual square foot rent for 25,714 square feet for subsequent years of the term shall be the rent for the preceding year increased by a percentage equal to the percentage increase in the regional consumer price index for the New York-Northeastern New Jersey area, based upon the index for all urban consumers (CPI-U) during the preceding twelve (12) month period ending December 31st of each subsequent year.
Number of Years:	Initial Lease Term-Five (5) years Optional Renewal Lease Term-One five (5)-year period

b. Payments shall be made to Lessor as vouchers are submitted by Lessor to the College.

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 15th of August 2015 and on the same day in each succeedingmonth. Except as specifically provided otherwise in this Lease, 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 Premises or any accident, condemnation or unforeseen circumstances.

5. Mortgage Payments, Liens and Taxes

Lessor shall keep the Premises free and clear of all levies, liens and encumbrances except those created under this Lease. Lessor shall pay, when due, all mortgage payments, 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 Premises. If Lessor fails to pay mortgage payments, charges or taxes when due, the College shall have the right, but shall not be obligated, to pay such mortgage payments, charges or taxes. The College may deduct the amount of such payment and any additional expense incurred on account of such nonpayment by Lessor, with interest thereon at the rate of 15% per annum from the date of payment, from the next succeeding installments of rent until the College shall have been fully reimbursed for such payment, expense, penalty or interest. The College shall in no event be subrogated to any lien, interest or right of the holder of any such mortgage unless the College shall pay such mortgage in full and receive an assignment thereof.

6. 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 Premises are 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 Premises to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Premises. 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 Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and

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

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

7. Purpose

a. The parties acknowledge that the College is a chartered community college (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and is entering into and executing this lease by virtue of the authority of Resolution No. 2015.51, dated June 19, 2015, of the Board of Trustees of Suffolk County Community College (Exhibit D).

b. Lessor has examined the above described Resolution and is fully aware of the intended purpose thereof, as summarized below:

The College's occupancy shall be for the purpose of using the Premises as instructional space for the College between the hours of 7 a.m. and 10 p.m. and for no other use or purpose. The hours of use are subject to change only upon the

mutual agreement of the parties.

c. Lessor represents that this use is authorized under the applicable zoning laws for which use Lessor has a Certificate of Occupancy, a copy of which is attached as Exhibit E.

d. Lessor represents that this use is a permitted use under Lessor's title and that Lessor knows of no covenant, restriction or other agreement that would prevent such use or occupancy.

e. Lessor represents that it is the owner of the Premises.

8. Maintenance, Care and Repair of Premises

a. The College shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, shall observe, fulfill and perform its obligations under Paragraph 9, entitled "Summary of Lessor-College Responsibilities," and shall, in the use and occupancy of the Premises conform to all laws, orders and regulations of the federal, state, and municipal governments, or any of their departments. Lessor shall observe, fulfill and perform its obligations under Paragraph 9, entitled "Summary of Lessor-College Responsibilities," and shall make all necessary repairs to the Premises, except where such observance, fulfillment, or performance shall have been made necessary by the misuse, neglect or negligence of the College or the College's agents, servants, visitors or licensees. The College shall, at the College's expense, remove all of the College's personal property, including trade fixtures, cabinet work, movable partitions and the like, and will repair all damage caused by such removal. The College shall surrender the Premises in a broom-clean condition, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse, neglect or negligence by the College or the College's agents, servants, visitors or licensees excepted. The College shall make all repairs and replacements (anything in this Lease to contrary notwithstanding) made necessary by the misuse, neglect or negligence of the College or the College's agents, servants, visitors or licensees.

b. Other than those that are *de minimis* and do not affect structural components, the College shall make no alterations, decorations, installations, additions or improvements in or to the Premises without Lessor's prior written consent, which shall not be unreasonably withheld, and then only by contractors or mechanics approved by Lessor and at such times and in such manner as Lessor may from time to time designate.

Upon termination of the Lease, the College shall restore the Premises to its condition on commencement of the Lease, less ordinary depreciation and wear and tear, provided however that Lessor may waive such requirement to the extent the College has made improvements to the Premises that may not be removed without causing substantial damage to the Premises. Such request for a waiver will not be unreasonably withheld.

c. All installations or work done by the College shall at all times comply with the following:

i. Laws, rules, orders and regulations of governmental authorities having jurisdiction thereof;

ii. Rules and regulations of the College; and

iii. Plans and specifications prepared by and at the expense of the College theretofore submitted to Lessor for its prior written approval; no installations or

work shall be undertaken, started or begun by the College, its agents, servants or employees until Lessor has approved such plans and specifications; and no amendments or additions to such plans and specifications shall be made without the prior written consent of Lessor. The College agrees that it will not, either directly or indirectly, use any contractors or labor or materials if the use of such contractors or labor or materials would or will create any difficulty with other contractors or labor engaged by the College or Lessor or others in the construction, maintenance or operation of the building or any part thereof.

d. During the term of the Lease, unless caused by the fault or neglect of the College, its employees, agents or visitors, Lessor will make all necessary repairs, including but not limited to, the following:

i. repairs to the sidewalks, driveways, service areas, curbs, ramps and parking areas;

ii. repairs to the exterior and to the structure of the building, including roof and roofing;

iii. repairs to the exterior water, sewage, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping;

iv. repairs to the interior walls, ceilings, floors and floor coverings when such are made necessary because of faulty construction, Lessor's failure to keep structure in proper repair, structural failure or roof leaks;

v. repairs to the plumbing, heating (including all underground tanks and fuel oil supply and return lines), electrical and air condition systems;

vi. all repairs or restoration made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind or Acts of God; and

vii. repairs to all items designated as Lessor responsibilities as shown in Paragraph 9, entitled "Summary of Lessor-College Responsibilities."

e. The College may perform any repairs required under this Paragraph not commenced by Lessor within 15 days (five business days in the case of an emergency) after Lessor's receipt of written notice by the College upon Lessor (unless a longer period is reasonably required) and prosecuted to completion by Lessor with diligence thereafter, and charge its cost against 20% of the rent due under the terms of this Lease. The provisions hereof shall not apply to matters specified in Paragraph 10, entitled "Damage to Premises."

f. During the term of the Lease, at the College's option, Lessor may (and the College, as additional rent, will reimburse Lessor for the cost) provide any and all necessary exterminating, fumigating or treatment; such treatment to be performed only by a New York State Environmental Conservation certified applicator.

g. If, by reason of strikes or other labor disputes, fire or other casualty (or reasonable delays in adjustment of insurance), accidents, orders or regulations of any Federal, State, County or Municipal authority, or any other cause beyond Lessor's reasonable control, whether or not such other cause shall be similar in nature to those hereinbefore enumerated, Lessor is unable to furnish or is delayed in furnishing any utility or service required to be furnished by

Lessor under the provisions of this Lease or any collateral instrument, or is unable to perform or make or is delayed in performing or making any installations, decorations, repairs, alterations, additions or improvements, whether or not required to be performed or made under this Lease, or under any collateral instrument, or is unable to fulfill or is delayed in fulfilling any of Lessor's other obligations under this Lease, or any collateral instrument, no such inability or delay shall constitute an actual or constructive eviction, or relieve the College from any of its obligations under this Lease, or impose any liability upon Lessor or its agents by reason of inconvenience or annoyance to the College, or injury to or interruption of the College's business, or otherwise.

h. The College shall not be entitled to claim constructive eviction from the Premises unless the College shall have first notified Lessor of the condition or conditions giving rise thereto, and if the complaints be justified, unless Lessor shall have failed to remedy such conditions within a reasonable time after receipt of such notice.

- Rest of page intentionally left blank -

Educational and Professional
Development Center Lease
Sayville Union Free School District

9. Summary of Lessor-College Responsibilities

ITEM	LESSOR	COLLEGE
1) UTILITIES (PRO RATA SHARE)		
A) Oil/Gas		X
B) Water		X
C) Electricity		X
2) H.V.A.C EQUIPMENT		
A) Repair & Replace	X	
B) Ordinary Preventive Maintenance, including changing of air filters	X	
3) ELECTRIC EQUIPMENT		
A) Repair & Replace	X	
B) Interior Lamp & Ballast Replacement		X
C) Parking Field Lighting	X	
D) Parking Field Lighting Replacement	X	
4) PLUMBING		
A) Repair & Replace	X	
B) Ordinary Preventive Maintenance	X	
5) STRUCTURAL REPAIRS		
A) Repair: building envelope, interior (due to faulty construction), roof & roofing, sidewalks, curbs, ramps, driveways, parking areas drainage structures & systems, and sewage structures & systems	X	
B) Clean Out: Drainage structures & systems	X	
C) Clean Out: Septic structures & systems	X	
6) CUSTODIAL		
A) Clean Occupied Space & Supply Soap & Paper Products	X	
B) Clean Windows – Interior & Exterior	X	
C) Clean Drapes and/or Blinds	X	
D) Shampoo Carpet and Wax Floors	X	
E) Trash Removal – Interior	X	
7) CARTAGE		X
8) SNOW & ICE REMOVAL FROM PARKING AREAS, DRIVES, RAMPS & WALKS	X	
9) INTERIOR		
A) Preventive Maintenance	X	
B) Painting		X
10) GROUNDS MAINTENANCE		
A) Grass & Landscaping Maintenance	X	
B) Irrigation of Grass & Landscaping	X	
C) Parking Field Maintenance	X	
11) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
12) GLAZING (not caused by tenant damage)	X	
13) VERMIN & RODENT EXTERMINATION	X	
14) FIRE ALARM AND/OR RPZ TESTING & MAINTENANCE	X	

10. Air Quality

a. The interior of the Premises shall at all times maintain and meet Air Quality Standards suitable for and comparable to commercial office buildings, of similar age and construction type, in the Sayville area. The College may provide, at its own cost, a written report by an outside independent consultant specializing in air quality analysis, notifying Lessor that the air quality in the interior Premises is materially adversely affected by specifically found and identified mold or other air contaminants to levels significantly above those identified as normal for a commercial office building as described above. Lessor shall take prompt action to cure or otherwise remedy the condition at Lessor's sole cost and expense. In the eventLessor does not cure or otherwise remedy the condition identified in the College's consultant's report within 180 days from the receipt of written notice from the College requesting Lessor to cure same, the College shall have the right to terminate this Lease upon delivering 90 days written notice to Lessor after the expiration of the 180 day period to cure; provided, however, if the situation or condition cannot be cured or remedied during the 180 day period, the College shall not terminate this Lease so long as Lessor is diligently pursuing a cure or remedy of the situation or condition. In the event such a notice of termination is given Lessor by the College, then this Lease and the Term and estate hereby granted shall expire as of the date set forth in the notice, with the same effect as if that were the date hereinbefore set for the expiration of the Term, and the Total Annual Rent hereunder shall be apportioned as of the date the College shall vacate the Premises. If Lessor cures or otherwise remedies the condition prior to the date set forth in the notice, the termination notice shall be deemed null and void and this Lease shall continue in full force and effect.

b. Where Lessor has cured an Air Quality condition at the request of the College, Lessor shall also be required to provide a written report to the College, at Lessor's sole cost and expense, provided by an outside consultant specializing in Air Quality analysis, reasonably acceptable to the College, indicating that the condition has been cured and that the Air Quality is suitable for the use intended.

c. Lessor shall not be required to cure any condition if such condition is caused by the acts of the College, its invitees, employees, or agents and the College shall cure such condition at its sole cost and expense.

d. These paragraphs on air quality shall not refer to room air temperature.

11. Damage to Premises

a. If the Premises shall be partially or totally damaged by fire or other cause, then whether or not the damage shall have resulted from the fault or neglect of the College, or its employees, agents or visitors (and if this Lease shall not have been terminated as in subparagraph (c) hereinafter provided), Lessor shall repair the damage and restore and rebuild the Premises, at its expense with reasonable dispatch after notice of it of the damage or destruction; provided, however, that Lessor shall not be required to repair or replace any of the College's property or changes, alterations, decorations, installations, additions or improvements of whatever kind or nature, made by the College.

b. If the Premises shall be partially damaged or destroyed by fire or other cause, the rent shall abate to the extent that as a result thereof the Premises shall have been rendered untenantable for the period from the date of such damage or destruction to the date the damage shall be repaired or restored, provided, however, that should the College reoccupy a

portion of the Premises during the period the restoration work is taking place and prior to the date that the same are made completely tenantable, rent allocable to such portion shall be payable by the College from the date of such occupancy.

c. If the Premises or the building shall be so damaged or destroyed by fire or other cause as to require a reasonably estimated expenditure of more than forty percent (40%) of the full insurable value of the Premises, immediately prior to the casualty, then in such case, Lessor may terminate this Lease by giving the College notice to such effect within thirty (30) days after the date of the casualty and such termination shall be effective sixty (60) days after the giving of such notice. In case of any damage or destruction to the Premises mentioned in this Paragraph, the College, as its sole remedy, may terminate this Lease by notice to Lessor, if Lessor has not completed the making of the required repairs and restored and rebuilt the premises within twelve (12) months from the date of such damage or destruction, plus such period after such date (not exceeding three months) as shall equal the aggregate period Lessor may have been delayed in doing so by adjustment of insurance, labor trouble, governmental controls, acts of God, or any other cause beyond Lessor's reasonable control and such termination shall be effective upon the expiration of thirty (30) days after the date of such notice, unless such repairs and restoration shall theretofore have been completed or are completed prior to the expiration of such thirty (30) day period.

d. No damages, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any part of the Premises pursuant to this Paragraph.

e. The provisions of this Paragraph shall be considered an express agreement governing any cause of damage or destruction of the Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

12. Glazing

Lessor shall have the obligation of replacing any damaged glazing not caused by the acts, neglect or negligence of the College, its employees, agents, contractors or invitees.

13. Signs

The College shall be permitted to place its name on the Premises subject to Lessor's approval, which shall not be unreasonably withheld or denied.

14. Eminent Domain

If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting the College's use of the Premises, including parking area, be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, the rent and additional rent shall be apportioned as of that date and any rent paid for any period beyond that date shall be repaid to the College. The College shall not be entitled to any part of the award or any payment in lieu thereof; but the College may file a separate claim for any taking of trade fixtures owned by the College, and for moving expenses.

15. Negative Covenants

The College shall not, without Lessor's consent, do or suffer anything to be done on the Premises that will increase the rate of fire insurance or permit the accumulation of waste or refuse matter.

16. Default Remedies

a. If the College defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions hereof, Lessor may give the College notice of such default and if the College does not cure any rent or additional rent default within fifteen (15) calendar days, or other default within thirty (30) calendar days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such thirty (30) calendar days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than ten (10) calendar days' written notice to the College, and on the date specified in said notice the term of this Lease shall terminate, and the College shall remain liable for damages. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means.

b. If the College shall be in default under this Lease beyond the applicable grace period specified in subparagraph (a) above:

i. Lessor and its agents and servants may immediately or at any time after such default or after the date upon which this Lease and the terms of this Lease shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding and may repossess the Premises and dispossess the College and any other persons from the Premises and remove any and all of their property and effects from the Premises; and

ii. Lessor, at Lessor's option, may relet the whole or any part or parts of the Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration date of this Lease at such rental or rentals and upon such other conditions, which may include concessions and rent free periods, as Lessor, in its sole discretion, may determine. Lessor shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, or failure to collect any rent due upon any such reletting, and on such refusal or failure shall operate to relieve the College of any liability under this Lease or otherwise to affect any such liability; Lessor, at Lessor's option, may make such repairs, replacements, alterations, additions, improvements, decoration and other physical changes in and to the Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving the College of any liability under this Lease or otherwise affecting any such liability.

c. The College, on its own behalf and on behalf of all person claiming through or under the College, including all creditors, does hereby waive any and all rights which the College and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (i) the College shall have been dispossessed by a judgment or by warrant of any court or judge, (ii) any re-entry by Lessor, or (iii) any expiration or termination of this Lease and

the term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. In the event of a breach or threatened breach by the College or any persons claiming through or under the College, of any term, covenants or condition of this Lease on the College's part to be observed or performed, Lessor shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The rights to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Lessor from invoking any other remedy allowed at law or in equity.

17. Rights and Responsibilities on Default

a. If this Lease or the terms thereof shall terminate by or under any summary proceeding or any other action or proceeding, or if Lessor shall re-enter the Premises as provided in this Paragraph, then, in any of such events, the College shall pay to Lessor all rent, additional rent and other charges payable under this Lease by the College to the Lessor to the date upon which this Lease and term hereof shall have expired and come to an end or the date of re-entry upon the Premises by Lessor, as the case may be.

b. If the Premises, or any part thereof, shall be relet together with other space in the building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Paragraph. The College shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the rent reserved in this Lease. Solely for the purpose of this Paragraph, the term "rent" as used in subparagraph (a) above shall mean the rent in effect immediately prior to the date upon which this Lease and the term shall have expired and come to an end, or the date of re-entry upon the Premises by Lessor, as the case may be, plus any additional rent payable. Nothing contained in Paragraph 14, entitled "Default Remedies" and Paragraph 15, entitled "Rights and Responsibilities on Default," hereof shall be deemed to limit or preclude the recovery by Lessor from the College of the maximum amount allowed to be obtained as damages by any statute or rule oflaw, or of any sums or damages to which Lessor may be entitled in addition to the damages set forth in this Paragraph.

c. No act or thing done by Lessor or Lessor's agents during the term hereby demised shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Lessor. No employee of Lessor or of Lessor's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of the keys to any employee of Lessor or of Lessor's agents shall not operate as a termination of this Lease or a surrender of the Premises. In the event of the College at any time desiring to have Lessor underlet the Premises for the College's account, Lessor or Lessor's agents are authorized to receive the keys for such purpose without releasing the College from any of the obligations under this Lease, and the College hereby relieves Lessor of any liability for Joss of or damage to any of the College's effects in connection with such underletting. The failure of Lessor to seek redress for violation of, or to insist upon the strict performance of, any covenants or conditions of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Lessor of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have

been waived by Lessor, unless such waiver be in writing signed by Lessor. No payment by the College or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed as accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

18. Lessor's Right to Inspect and Repair

Lessor will be entitled to enter the Premises during reasonable business hours to inspect the Premises, to observe their use and operation or to make repairs, replacement or additions, provided that Lessor has given notice to the College (except that no notice need be given in case of emergency) and such entry does not unreasonably interfere with the College's operations.

19. Lessor's Right to Show Premises

Lessor may show the Premises to prospective purchasers and mortgagees and, during the four months prior to termination of this Lease, to prospective tenants, during business hours upon reasonable notice to the College.

20. Subordination

This Lease shall be subject and subordinate to all underlying mortgages that may now or hereafter affect the real property of which the Premises form a part, and also to all renewals, modifications, consolidations and replacements of such underlying mortgages, provided that as to future mortgages, the mortgagee agrees that he will not cut off this Lease in foreclosure. Although no instrument or act on the part of the College shall be necessary to effectuate such subordination, the College will nevertheless execute and deliver such further instruments confirming such subordination of this Lease, and the College's attornment, as may be desired by the holders of such mortgages.

21. The College's Rights on Transfer of Title

Attached as Exhibit F for filing with the Clerk of the Legislature, the Commissioner of the Department of Real Estate and with the County Executive, and made a part ofthis Lease, is a Suffolk County Land Acquisition Disclosure Statement. Lessor shall provide such Statements to the College whenever there is a change in any information set forth therein. Furthennore, Lessor agrees that in the event of a transfer of title or a conveyance by operation of law, the College shall have the right to cancel this Lease, upon six (6) months' notice to Lessor, unless the consent of the College to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld.

22. Quiet Enjoyment

Lessor covenants that if and so long as the College pays the rent and additional rent and performs the covenants thereof, the College shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

23. Survey

Lessor has supplied a survey by a licensed surveyor of the leased Premises, which is attached as

Educational and Professional
Development Center Lease
Sayville Union Free School District
Exhibit C.

24. Lessor 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.

25. 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).

26. Living Wage Law

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

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

27. Child Sexual Abuse Reporting Policy

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

28. Certification

The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid Agreements with the College or the County, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Lease.

29. Limits of Lessor's Liability

a. Negligence and willful misconduct excluded, Lessor or its agents shall not be liable for any damage to property of the College or of others entrusted to employees of the building, nor for the loss of or damage to any property of the College by theft or otherwise. Lessor or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain, snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from

the roof, street or subsurface of from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence or willful misconduct of Lessor, its agents, servants or employees; nor shall Lessor or its agents be liable for any such damage caused by other tenants or persons in the building or caused by operations on construction of any private, public or quasi-public work; nor shall Lessor be liable for any latent defect in the Premises or in the building. If at any time any windows in the Premises are temporarily closed or darkened incident to or for the purpose of repairs, replacements, maintenance or cleaning in, on, to or about the building or any part or parts thereof, Lessor shall not be liable for any damage the College may sustain thereby and the College shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release the College from its obligations hereunder nor constitute an eviction. The College shall reimburse and compensate Lessor as additional rent for all expenditures made by, or damages or fines sustained or incurred by Lessor due to nonperformance or noncompliance with or breach or failure to observe any term, covenants or condition of this Lease upon the College's part to be kept, observed, performed or complied with. The College shall give immediate written notice to Lessor in case of fire or accidents in the Premises or in the building or of defects therein or in any fixtures or equipment.

b. The College shall indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or management of from any work or thing whatsoever done (other than by Lessor or its contractors or the agents or employees of either) in and on the Premises during the term of this Lease and during the period of time, if any, prior to the specified commencement date that the College may have been given access to the Premises for the purpose of making installations, and will further indemnify and save harmless Lessor against and from any and all claims arising from any condition of the Premises due to or arising
from any act or omissions or negligence of the College or any of its agents, contractors, servants, employees, licensees or invitees against and from all costs, expenses and liabilities incurred in connection with any such claim or claims or action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, the College, upon notice from Lessor, agrees that the College, at the College's expense, will resist or defend such action or proceeding and will employ counsel reasonably satisfactory to Lessor.

c. The College shall provide the Lessor with proof of insurance for such exposure to losses, naming the Lessor as an additional insured, in the amounts in accordance with Lessor's Policies and Regulations, or a certificate from the College stating that the College is fully self-insured for such exposure and losses.

30. Insurance

a. Lessor agrees to procure, pay the entire premium for and maintain throughout the term of this Lease, insurance in amounts and types specified by the College. Lessor agrees to require that all if its subcontractors, in connection with work performed for Lessor related to this Lease, procure, pay the entire premium for and maintain throughout the term of this Lease insurance in amounts and types equal to that specified by the College for Lessor. Unless otherwise specified by the College and agreed to by Lessor, in writing, such insurance will
be as follows:

i. Property Insurance on an ail risk basis in an amount not less than the replacement cost of the Premises.

ii. Broad form Boiler & Machinery with replacement cost and business interruption.

iii. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

iv. Automobile Liability insurance (if any vehicles are used by Lessor in the performance of this Lease) in an amount not less than Five Hundred
Thousand
Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand ($1 00,000.00) for property damage per occurrence.

v. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

b. All policies providing such coverage shall be issued by insurance companies or an insurance reciprocal with an A.M. Best rating of A- or better.

c. Lessor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Lessor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the College at its address set forth in Paragraph 35 entitled "Notice Requirements/Contact Persons" or at such other address of which the College shall have given Lessor notice in writing.

e. If Lessor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

31. 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.

32. No Broker

Lessor and the College represent and warrant that all of its negotiations with respect to this Lease were conducted exclusively between Lessor and the College, and neither Lessor nor the College used the services of any broker or finder with respect to this Lease or the leasehold estate created by it.

33. Assignment and Subletting

a. Upon the mutual written agreement of the parties, the College may assign this

Lease to an institution of higher education, provided such use shall be limited to an academic educational program for post-secondary instruction.

b. Lessor may assign its rights, title and interest in and to this Lease, the Premises and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Premises, 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 tor the purposes of maintaining a book entry system identifying the ownership of interests in and to this Lease and the Lessor herby accepts its duties as agent hereunder.

c. The College may sublet the leased Premises to an institution of higher education, provided such use shall be limited to an academic educational program for post-secondary instruction and shall be subject to notification and approval by the Sayville School District Board of Education, which approval shall not be unreasonably withheld.

34. 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.

35. 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:

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, New York 11784

For Lessor:

John Belmonte
Asst. Superintendent for Business
Sayville UFSD
99 Greeley Avenue
Sayville, NY 11782

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:

Louis J. Petrizzo
College General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, New York 11784

For Lessor:

Board of Education
Sayville UFSD
99 Greeley Avenue
Sayville, NY 11782

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).

36. Miscellaneous

a. The term "Lessor" as used in this Lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the Premises form a part, so that in the event of any sale or sales of the land and building or of the Lease, or in the event of a Lease of the building, or of the land and building, Lessor shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder and it shall be deemed and construed as a covenant running with the land without further agreement between the parties as their successors in interest, or between the parties and the purchaser, at any sale, or the lessee of the building, or of the land and building, that the purchaser or the lessee of the building assumes and agrees to carry out any and all convenants and obligations of Lessor hereunder.

b. If Lessor is in default with respect to its obligations under this Lease, the College shall look solely to the equity of Lessor in the land and building of which the Premises fotm a part for the satisfaction of the College's remedies and in no event shall the College secure or attempt to secure any personal judgment against Lessor by reason of such default by Lessor and any judgment so obtained will be void.

c. For purposes of recording this instrument those items therein stated to be Exhibits and attached thereto, are not in fact attached to the recorded copy and are not recorded

herewith.

d. Those instruments noted above as Exhibits are previously recorded instruments publicly available or are on file with the College.

e. Where the provisions of this Lease provide for, or the parties enter into, subsequent, supplemental, extension, renewal or amendment agreements, such agreements will be filed at the College and will not be recorded.

f. If this Lease is recorded, as reflected above, the College, as a condition of any right of cancellation or termination available to it hereunder or by virtue of applicable law, shall, as a condition of the effectiveness of such right of cancellation or termination, give Lessor a written instrument of cancellation or termination in recordable form.

g. To the extent such waiver is permitted by law, Lessor and the College hereby waive trial by jury in any action, proceeding or counterclaim brought by Lessor or the College against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of landlord and tenant, the use or occupancy of the Premises by the College or any person claiming through or under the College, any claim of injury or damages, and any emergency or other statutory remedy. The provisions of the foregoing sentence shall survive the expiration or any sooner termination of the term hereof. If Lessor commences any summary proceeding for nonpayment of rent, the College agrees not to interpose any counterclaim of whatever nature or description in any such proceeding.

h. If applicable, the prevailing hourly rates of wages and the prevailing hourly equivalent of supplements shall be paid in accordance with Section 220 of the Labor Law.

37. 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.

38. 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.

39. 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

Exhibit B
Description of Premises

1. Address

30 Greene Avenue
Sayville, New York 11782

2. First Floor of Main Building

a. 8,417 square feet.

b. Non-exclusive use of corridor, foyer areas and stairways leading to first and second floors, men's and woman's bathroom facilities, custodial closet, elevator and elevator room area.

c. Exclusive use of the following rooms as depicted on attached floor plan: Room numbers: 106, 118, 119, 122, 129, 130 and the Administrative Main Office area including interior offices, room numbers 109, 110, 112, 113 and 115.

d. Specifically excludes the following areas also located on the First Floor: auditorium, gymnasiums, kitchen/cafeteria area or any rooms located in the one-story addition attached to the main building.

e. Excludes any and all part(s) of the building/premises not expressly listed as being included in this description of premises.

3. Second Floor of Main Building

a. 7,903 square feet.

b. Non-exclusive use of corridor and stairways leading to first and second floors, men's and woman's bathroom facilities, custodial closet, elevator and elevator room area.

c. Exclusive use of the following rooms as depicted on attached floor plan: Room numbers: 203, 204, 216, 219, 211, 210, 219 and 224.

d. Specifically excludes the following room numbers as depicted by the shaded area on the attached floor plan: Room numbers: 234 and 235.

d. Excludes any and all part(s) of the building/premises not expressly listed as being included in this description of premises.

4. Third Floor of Main Building

a. 9,394 square feet.

b. Non-exclusive use of corridor and stairways leading to second and third floors, men's and woman's bathroom facilities, custodial closet, elevator and elevator room area.

c. Exclusive use of the following rooms as depicted on attached floor plan: Room numbers: 314, 311, 308, 304, 303, 302, 319 and 320.

d. Excludes any and all part(s) of the building/premises not expressly listed as being included in this description of premises.

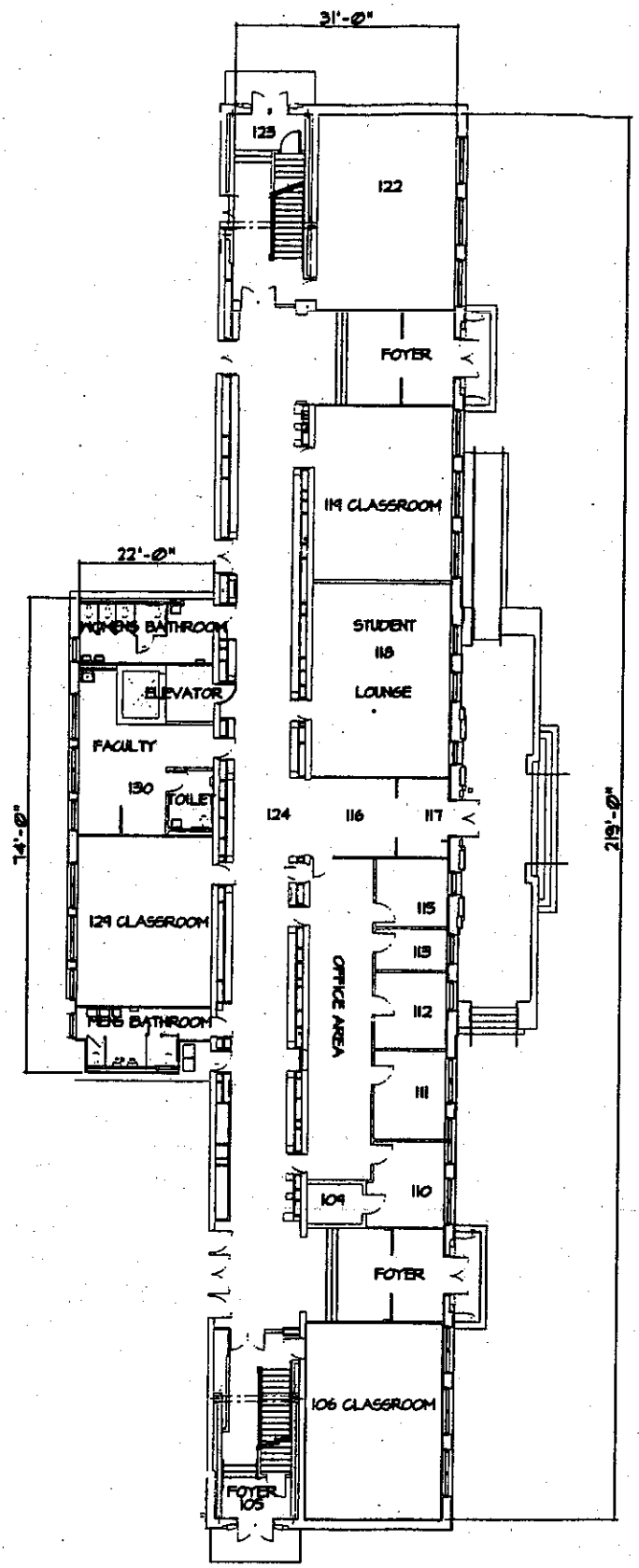
5. Parking Areas

Non-exclusive use of parking areas located on the east side of building (off Greene Avenue), and the west (off Greeley Avenue) and south side of building inside of the fenced area.

End of text of Exhibit B

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit C



FIRST FLOOR

OLD JUNIOR / SENIOR HIGH SCHOOL

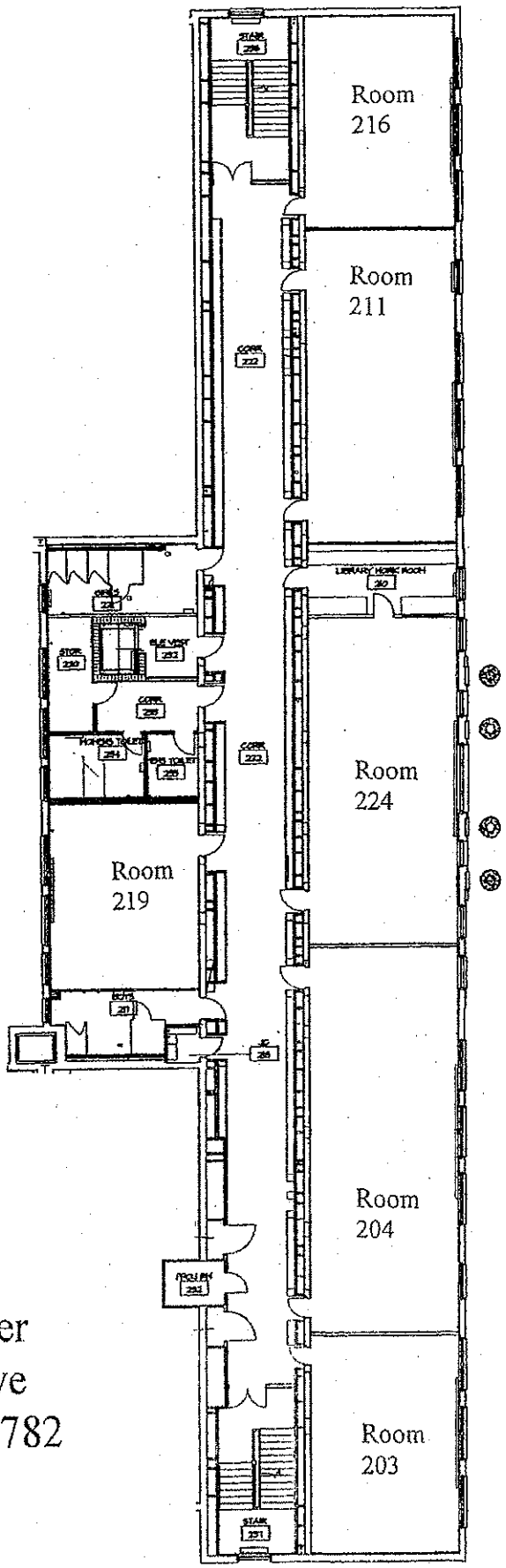
8417 S.F. GROSS FLOOR AREA

OLD JUNIOR HIGH SCHOOL
SAYVILLE U.F.S.D
SAYVILLE NEW YORK

PROPOSED:SUFFOLK COM

58-05-04-03-0-001-

Suffolk County Community College



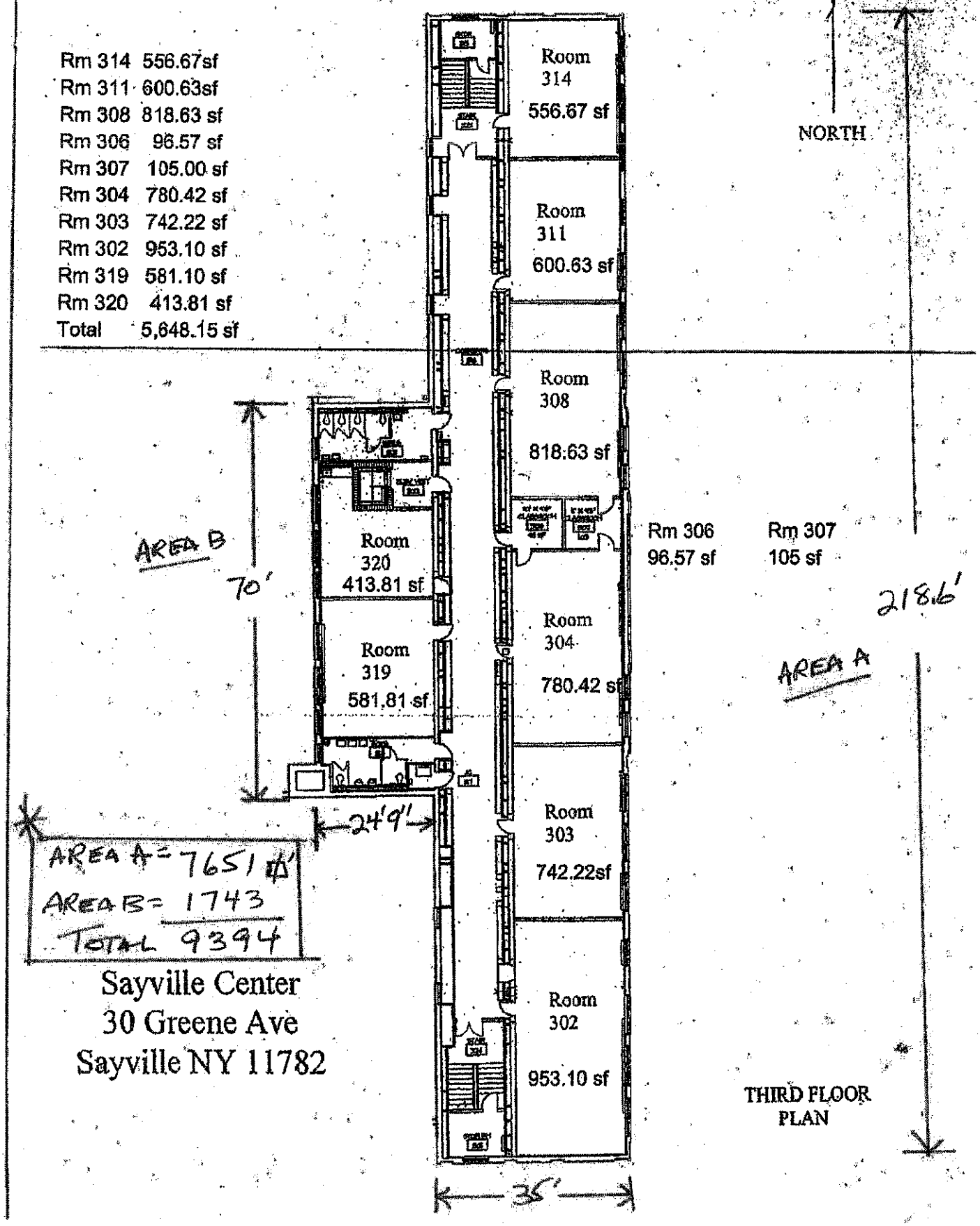
NORTH

Sayville Center
30 Greene Ave
Sayville NY 11782

SECOND FLOOR
PLAN

Suffolk County Community College

Rm 314	556.67sf
Rm 311	600.63sf
Rm 308	818.63 sf
Rm 306	96.57 sf
Rm 307	105.00 sf
Rm 304	780.42 sf
Rm 303	742.22 sf
Rm 302	953.10 sf
Rm 319	581.10 sf
Rm 320	413.81 sf
Total	5,648.15 sf



Sayville Center
30 Greene Ave
Sayville NY 11782

THIRD FLOOR PLAN

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit D

Suffolk
COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES
June 18, 2015

RESOLUTION NO. 2015.51 - AUTHORIZING AN AGREEMENT WITH THE SAYVILLE UNION FREE SCHOOL DISTRICT TO LEASE THE SAYVILLE DOWNTOWN CENTER

WHEREAS, pursuant to a lease agreement, the College has leased the Sayville Downtown Center from the Sayville Union Free School District since 2005, and

WHEREAS, said lease agreement will expire August 14, 2015, and

WHEREAS, the College wishes to continue utilizing the Sayville Downtown Center for the benefit of its students and lease such additional space in the Center as may be available, be it therefore

RESOLVED, that the College President is hereby authorized to execute an agreement, upon such terms as shall be approved by the College General Counsel, between the College and the Sayville Union Free School District to lease the Sayville Downtown Center for a period of at least five (5) years.

Bryan Lilly
Secretary

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

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

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

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

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit E

University of the State of New York
Education Department

CERTIFICATE OF OCCUPANCY

VALID FOR FACILITY

580504030000-0001
OLD JR HIGH SCHOOL BLDG
30 GREENE AVE
SAYVILLE N Y 11782

DISTRICT

SAYVILLE UFSD
SUPERINTENDENT
WALTER F. SCHARTNER
99 GREELEY AVE
SAYVILLE N Y 117822698

DATE EXPIRES: 120115

OBTAIN FIRE SAFETY REPORT FROM DISTRICT OFFICE

THIS CERTIFICATE VOIDS ANY PREVIOUSLY ISSUED

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit F

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

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

> This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, or a waiver is granted, all employers (as defined) under service contracts and recipients of county financial assistance, (as defined) shall provide payment of a minimum wage to employees (as defined) of $9.00 per hour with health benefits of at least $1.25 per hour or otherwise $10.25 per hour. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law, of the County of Suffolk.
>
> Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

Forms for Completion and/or Signature (as applicable)

- Suffolk County Department of Labor-Living Wage Unit
  Notice of Application for County Assistance (Contract)
  Form LW-1 (consists of 1 page)

- Suffolk County Department of Labor- Living Wage Unit
  Certification of Compliance
  Form LW-2 (consists of 1 page)

- Suffolk County Department of Labor-Living Wage Unit
  Certification of the Non-Applicability of the Living Wage Law
  Form LW-3 (consists of 2 pages)

- Suffolk County Department of Labor-Living Wage Unit
  Request for General Living Wage Exemption
  Form LW-4 (consists of 1 page)

- Suffolk County Department of Labor-Living Wage Unit
  Request for Specific Living Wage Exemption

Form LW-5 (consists of 2 pages)

- Suffolk County Department of Labor- Living Wage Unit
  Declaration of Compliance-Subject to Audit
  Form LW-33 (consists of 1 page)

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

- To certify Living Wage compliance: Return Form LW-1, Form LW-2 and Form LW-33.

  or

- To certify non-applicability of Living Wage law: Return Form LW-3.

  or

- To request and document a general living wage exemption: Return Form LW-1, LW-2 and Form LW-4.

  or

- To request and document a specific living wage exemption: Return Form LW-1, LW-2 and Form LW-5.

- In the event that there is a change in circumstances, it is the Contractor's responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.

- Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us

  Click Department Directory
  Labor
  Living Wage Law Info

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

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

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit G

Educational and Professional
Development Center Lease
Sayville Union Free School District

Exhibit G
Child Sexual Abuse Reporting Policy

Intro. Res. No. 1508-2002 Laid on the Table 4/25/2002
Introduced by Legislators Cooper, Postal, Bishop, Fisher, Fields, Lindsay, Binder, Foley, Presiding Officer Tonna, Nowick, Caracciolo, Caracappa, Crecca

RESOLUTION NO. 543 - 2002, ESTABLISHING UNIVERSAL CHILD SEXUAL ABUSE REPORTING POLICY FO SUFFOLK COUNTY

WHEREAS, innocent children are in urgent need of protection against sexual abuse within the County of Suffolk; now, therefore be it

1st RESOLVED, that the County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

A.) Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Paragraph (D) of this Resolved clause, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:

1.) Rape in the third degree, Section 130.25 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

2.) Rape in the second degree, Section 130.30 (less than fourteen (14) years old) of the NEW YORK PENAL LAW;

3.) Rape in the first degree, Section 130.35 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

4.) Sodomy in the third degree, Section 130.40 (less than seventeen (17) years old) ofthe NEW YORK PENAL LAW;

5.) Sodomy in the second degree, Section 130.45 (less than fourteen (14) years old) of the NEW YORK PENAL LAW;

6.) Sodomy in the first degree, Section 130.50 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

7.) Sexual abuse in the third degree, Section 130.55 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

8.) Sexual abuse in the second degree, Section 130.60 (less than fourteen (14) years old) ofthe NEW YORK PENAL LAW;

9.) Sexual abuse in the first degree, Section 130.65 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

10.) Aggravated sexual abuse in the third degree, Section 130.66 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

11.) Aggravated sexual abuse in the second degree, Section 130.67 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

12.) Aggravated sexual abuse in the first degree, Section 130.70 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

13.) Course of sexual conduct against a child in the first degree, Section 130.75 (less than eleven (11) years old) of the NEW YORK PENAL LAW; and

14.) Course of sexual conduct against a child in the second degree, Section 130.80 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

15.) Sexual misconduct, Section 130.20 (sexual intercourse without consent) of the NEW YORK PENAL LAW;

16.) Forcible touching, Section 130.52 (sexual or intimate parts) of the NEW YORK PENAL LAW;

17.) Persistent sexual abuse, Section 130.53 (two (2) or more convictions within the past ten (10) years for less than seventeen (17) years old or fourteen (14) years old) of the NEW YORK PENAL LAW;

18.) Aggravated sexual abuse in the fourth degree, Section 130.65-a (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

19.) Female genital mutilation, Section 130.85 (less than eighteen (18) years old non-medical procedure) of the NEW YORK PANEL LAW;

20.) Facilitating a sex offense with a controlled substance, Section 130.90 (without consent to commit a felony) of the NEW YORK PENAL LAW

B.) For the purposes of this Resolution, clergy shall mean a duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be;

C.) Minor shall mean anyone under the age of eighteen (18) years of age;

D.) All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to the New York State Child Protective Services Child Abuse Registry at 1-800-342-3720 when he, she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances, which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within forty-eight (48) hours after forming the reasonable cause or first learning of the allegations:

1.) Rape in the third degree, Section 130.25 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

2.) Rape in the second degree, Section 130.30 (less than fourteen (14) years old) of the NEW YORK PENAL LAW;

3.) Rape in the first degree, Section 130.35 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

4.) Sodomy in the third degree, Section 130.40 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

5.) Sodomy in the second degree, Section 130.45 (less than fourteen (14) years old) of the NEW YORK PENAL LAW;

6.) Sodomy in the first degree, Section 130.50 (less than eleven (11) years old) ofthe NEW YORK PENAL LAW;

7.) Sexual abuse in the third degree, Section 130.55 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

8.) Sexual abuse in the second degree, Section 130.60 (less than fourteen (14) years old) of the NEW YORK PENAL LAW;

9.) Sexual abuse in the first degree, Section 130.65 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

10.) Aggravated sexual abuse in the third degree, Section 130.66 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

11.) Aggravated sexual abuse in the second degree, Section 130.67 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

12.) Aggravated sexual abuse in the first degree, Section 130.70 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

13.) Course of sexual conduct against a child in the first degree, Section 130.75 (less than eleven (11) years old) of the NEW YORK PENAL LAW; and

14.) Course of sexual conduct against a child in the second degree, Section 130.80 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

15.) Sexual misconduct, Section 130.20 (sexual intercourse without consent) of the NEW YORK PENAL LAW;

16.) Forcible touching, Section 130.52 (sexual or intimate parts) of the NEW YORK PENAL LAW;

17.) Persistent sexual abuse, Section 130.53 (two (2) or more convictions within the past ten (10) years for less than seventeen (17) years old or fourteen (14) years old) of the NEW YORK PENAL LAW;

18.) Aggravated sexual abuse in the fourth degree, Section 130.65-a (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

19.) Female genital mutilation, Section 130.85 (less than eighteen (18) years old non-medical procedure) of the NEW YORK PANEL LAW;

20.) Facilitating a sex offense with a controlled substance, Section 130.90 (without consent to commit a felony) of the NEW YORK PENAL LAW;

E.) Whenever a clergy person is required to report under this Resolution, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who

shall then also become responsible to report or cause reports to be made to the New York State Child Protective Services Child Abuse Registry at 1-800-432-3720 when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances, which, if correct, would render the minor a victim of sexual abuse;

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

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

2"d RESOLVED, that failure to comply with the terms and conditions of this Resolution shall result in the following:

A.) First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted Resolution which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations;

B.) Second violation within a three (3) year period subsequent to a first violation: the contract vendor shall be subject to a fine of ten (10%) percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed Fifty Thousand ($50,000.00) Dollars. In addition, the contract vendor shall be put on probation for three (3) years. An annual review shall be conducted by the Suffolk County Department of Audit and Control;

C.) Third violation within a three (3) year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments

to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three (3) years from the date of such termination; and be it further

3rd RESOLVED, that the Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this Resolution; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED: June 11,2002

APPROVED BY:

Is/ Robert J. Gaffuey
County Executive of Suffolk County

Date of Approval: June 21, 2002

Educational and Professional
Development Center Lease
Sayville Union Free School District

Intro. Res. No. 1862-2002 Laid on the Table 8/6/2002
Introduced by Legislator Cooper

RESOLUTION NO. 819 - 2002, MODIFYING UNIVERSAL CHILD SEXUAL ABUSE REPORTING POLICY FOR SUFFOLK COUNTY

WHEREAS, Resolution No. 543-2002 established A Universal Child Sexual Abuse Reporting Policy for Suffolk County, a central component of which provided for reports to be made to the New York State Child Protective Services Child Abuse Registry; and

WHEREAS, the Suffolk County Child Sexual Abuse Task Force has recommended a change in that point of contact by suggesting a return to the original version of the Legislation; now, therefore be it

1st RESOLVED, that Paragraphs (D) and (E) of the 1st RESOLVED clause of Resolution No. 543-2002 is hereby amended to read as follows:

* * * *

D.) All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county_Police Department when he, she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances, which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within twenty-four (24) hours after forming the reasonable cause or first learning of the allegations:

1.) Rape in the third degree, Section 130.25 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

2.) Rape in the second degree, Section 130.30 (less than fourteen (14) years old) ofthe NEW YORK PENAL LAW;

3.) Rape in the first degree, Section 130.35 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

4.) Sodomy in the third degree, Section 130.40 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

5.) Sodomy in the second degree, Section 130.45 (less than fourteen (14) years old) of the NEW YORK PENAL LAW;

6.) Sodomy in the first degree, Section 130.50 (less than eleven (11) years old) ofthe NEW YORK PENAL LAW;

7.) Sexual abuse in the third degree, Section 130.55 (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

8.) Sexual abuse in the second degree, Section 130.60 (less than fourteen (14) years old) ofthe NEW YORK PENAL LAW;

9.) Sexual abuse in the first degree, Section 130.65 (less than eleven (11) years old) ofthe NEW YORK PENAL LAW;

10.) Aggravated sexual abuse in the third degree, Section 130.66 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

11.) Aggravated sexual abuse in the second degree, Section 130.67 (less than eleven (11) years old) ofthe NEW YORK PENAL LAW;

12.) Aggravated sexual abuse in the first degree, Section 130.70 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

13.) Course of sexual conduct against a child in the first degree, Section 130.75 (less than eleven (11) years old) of the NEW YORK PENAL LAW; and

14.) Course of sexual conduct against a child in the second degree, Section 130.80 (less than eleven (11) years old) of the NEW YORK PENAL LAW;

15.) Sexual misconduct, Section 130.20 (sexual intercourse without consent) of the NEW YORK PENAL LAW;

16.) Forcible touching, Section 130.52 (sexual or intimate parts) of the NEW YORK PENAL LAW;

17.) Persistent sexual abuse, Section 130.53 (two (2) or more convictions within the past ten (10) years for less than seventeen (17) years old or fourteen (14) years old) of the NEW YORK PENAL LAW;

18.) Aggravated sexual abuse in the fourth degree, Section 130.65-a (less than seventeen (17) years old) of the NEW YORK PENAL LAW;

19.) Female genital mutilation, Section 130.85 (less than eighteen (18) years old non-medical procedure) of the NEW YORK PANEL LAW;

20.) Facilitating a sex offense with a controlled substance, Section 130.90 (without consent to commit a felony) of the NEW YORK PENAL LAW;

E.) Whenever a clergy person is required to report under this Resolution, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances, which, if correct, would render the minor a victim of sexual abuse;

* * * *

and be it further

2"d RESOLVED, that all other provisions of Resolution No. 543-2002, as amended, shall remain in full force and effect; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED: August 28, 2002

APPROVED BY:

Is/ Robert J. Gaffney
County Executive of Suffolk County

Date of Approval: September 10, 2002

End of text of Exhibit G