

# Suffolk

COUNTY COMMUNITY COLLEGE

Office of Legal Affairs

March 30, 2015

ModSpace  
967 Conklin Street  
Farmingdale, NY 11735  
ATTN: Mr. Kurt Schneider

National City Commercial Capital  
P.O. Box 931034  
Cleveland, OH 44193  
RE: Lease # 79253000

Re: Equipment Lease Agreement dated September 7, 2004 between Resun Leasing, Inc. and  
Suffolk County Community College for modular building on Michael J. Grant Campus,  
Brentwood, NY

Dear Sirs:

According to the above referenced Equipment Lease Agreement dated September 7, 2004 between Resun Leasing, Inc. and Suffolk County Community College for modular building on Michael J. Grant Campus, Brentwood, NY

**Resun Leasing Inc.**

**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

**Resun Leasing Inc. (Lessor)**, a corporation duly qualified to do business in the State of New York, having an office at 2517 Highway 35, Building B, Suite 102, Manasquan, New Jersey 08736.

The parties hereto desire to lease (with an option to purchase before December 31, 2005) to the **College** a modular classroom building (**Equipment**), as described in Exhibit A.

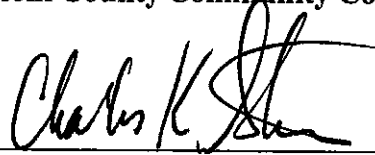
Resun Leasing Inc.

Approved As To Legality:  
Christine Malafi  
Suffolk County Attorney



By: Cynthia Kay Parry  
Assistant County Attorney

Approved:  
Suffolk County Community College



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

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As Last Revised by the Suffolk County Department of Labor on 5/12/04  
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Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building –Grant Campus  
Resun Leasing Inc.

**Exhibit A**  
**General Terms and Conditions**

Whereas, the College issued a Request for Proposals, advertised January 8, 2004, to lease to Suffolk County Community College a modular classroom building for its Grant Campus, located in Brentwood, New York;

Whereas, Resun Leasing Inc. submitted a proposal on or about February 2, 2004 that demonstrates the best relevant experience and expertise, offers the best value to the College and will best serve the public interest; and

Whereas, on February 23, 2004, the Board of Trustees authorized a contract with Resun Leasing, Inc.



Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building –Grant Campus  
Resun Leasing Inc.

~~Ryan, Vice President, Resun Leasing Inc. 2517 Hill Street, Suite 100, Denville, NJ 07834~~

Manasquan, New Jersey 08736. The College may assign this right to exercise an option to either the County of Suffolk or the Suffolk Community College Foundation, Inc.

**4. Delivery and Acceptance**

~~All transportation costs are the responsibility of the lessee.~~



Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building –Grant Campus  
Resun Leasing Inc.

expense to the College of ...

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

9. **Living Wage Law**

This Agreement 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

**Modular Classroom Building –Grant Campus  
Resun Leasing Inc.**

agrees with the Lessor and each subsequent assignee of the Lessor to maintain for the

term of this Lease a written record of each such assignment and reassignment. In

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.

**18. 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

**Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building – Grant Campus  
Resun Leasing Inc.**

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.

**21. 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) on the Equipment.

**Modular Classroom Building –Grant Campus  
Resun Leasing Inc.**

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 as

- 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,

**Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building –Grant Campus  
Resun Leasing Inc.**

- 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

533 College Road, NFL 30

For Lessor:

William H. Ryan  
Vice President  
Resun Leasing Inc.  
2517 Highway 35, Building B, Suite 102  
Manasquan, New Jersey 08736

- c. Each party shall give prompt written notice to the other party of the appointment of

**Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building –Grant Campus  
Resun Leasing Inc.**

**Exhibit B  
Description of Modular Building**

[attached]

**End of text of Exhibit B**

**Exhibit C  
Site Plan**

[attached]

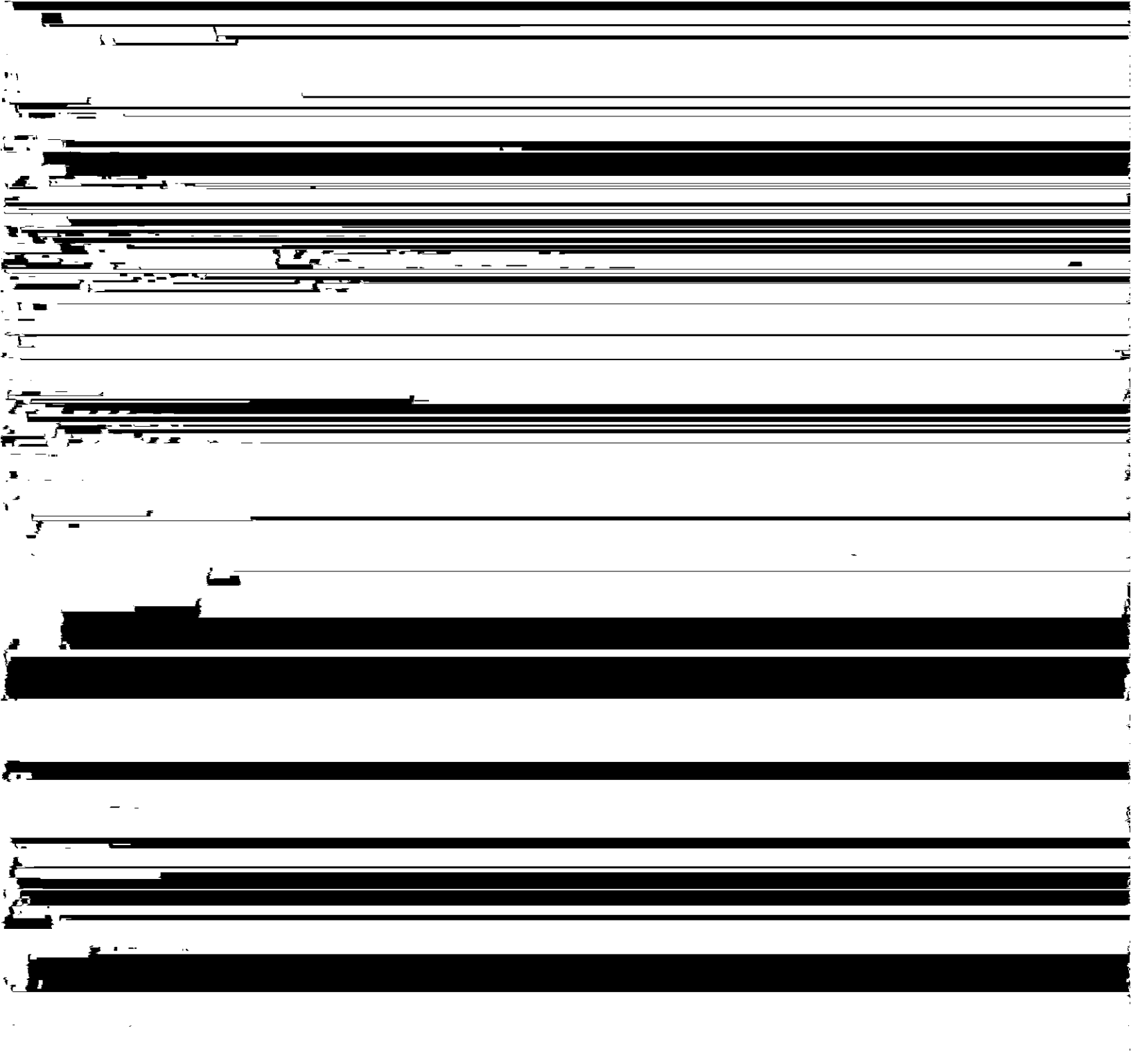
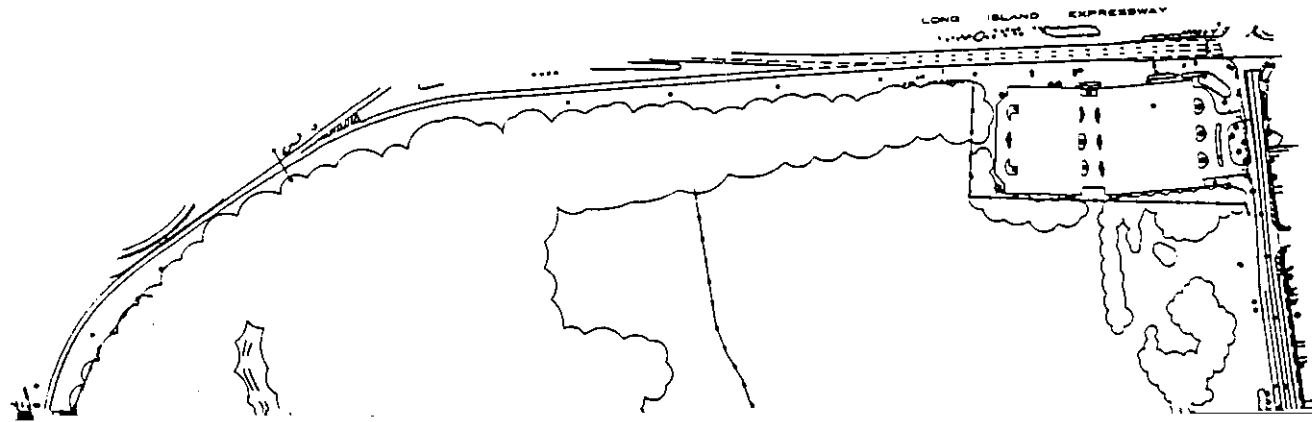
**End of text of Exhibit C**

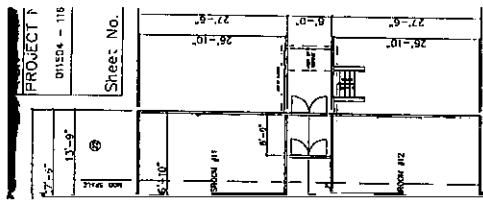




# SUFFOLK COMMUNITY COLLEGE

## EXHIBIT C



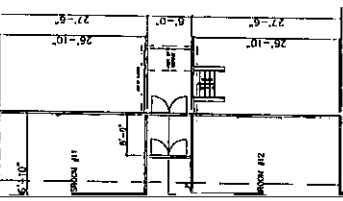


PROJECT  
011504 - 110

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27'-0"  
27'-0"

ROOM #11  
ROOM #12



**Exhibit D  
Delivery and Acceptance Certificate**

Lease Agreement dated [date], between Resun Leasing Inc. (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, 2004.

**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 per letter dated May 10, 2004**

[attached]

**End of text of Exhibit E**

**Exhibit F  
Certificate of 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 Nos. 2004.10 and 2004.54 Authorizing Lease Agreement**

[attached]

**End of text of Exhibit H**

EXHIBIT E



Monday, May 10, 2004

Craig Harris  
Suffolk County C.C.  
533 College Rd.  
NFL Bldg.  
Selden, NY 11784

**RE: Modular Building Lease w/ Suffolk County Community College**

Dear Craig:

Per requirements of the contract (Equipment Replacement Value Letter Exhibit B) please note that the replacement value the modular classroom facility to be installed by Resun Leasing, Inc @ the Grant Campus will be \$2,024,799.00.

Should you have any questions or require any additional information please do not hesitate to call us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Ryan", is written over the typed name.

William H. Ryan  
V.P. Business Development and Operations

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

5/06/04

PRODUCER

HMS INSURANCE ASSOCIATES INC.  
10751 FALLS ROAD, SUITE 256  
BROOKLANDVILLE, MARYLAND 21022  
(410) 337-9755

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.

COMPANIES AFFORDING COVERAGE

COMPANY

A ST PAUL FIRE & MARINE INS CO





*bringing space to you*

Monday, May 10, 2004

Craig Harris  
Suffolk County C.C.  
533 College Rd.  
NFL Bldg.  
Selden, NY 11784

**RE: Modular Building Lease w/ Suffolk County Community College**

Dear Craig:

Per requirements of the contract (Warranty Plan Exhibit G) please note that Resun Leasing, Inc will maintain the modular building we install @ Grant Campus for the duration of the lease term, including structural integrity and condition.



Office of the President

BOARD OF TRUSTEES MEETING  
February 23, 2004

**RESOLUTION NO. 2004.10 AUTHORIZING A CONTRACT WITH RESUN  
LEASING, INC. MANASQUAN, NEW JERSEY**

WHEREAS, it is necessary for the college to secure additional space for the delivery of instructional courses and programs, and

WHEREAS, the Board of Trustees of Suffolk County Community College, at its meeting on February 23, 2004, has adopted the following resolution:

[REDACTED]

Office of the President

BOARD OF TRUSTEES MEETING

June 17, 2004

**RESOLUTION NO. 2004.54 AMENDING A CONTRACT WITH RESUN  
LEASING INC**

Rev. 6/30/04; Law No. 19-CC-001  
Modular Classroom Building –Grant Campus  
Resun Leasing Inc.

**Exhibit I**  
**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local  
Law to Amend the Suffolk County Code of Ordinances, Chapter 22, Article 1, Section 22-111, to

The table content is almost entirely redacted with thick black bars. Only a few faint lines of text are visible at the bottom of the page, including what appears to be a page number '11' and some illegible text at the very bottom.

**Resun Leasing Inc.**

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 employees shall be paid



**Rev. 6/30/04; Law No. 19-CC-001**  
**Modular Classroom Building –Grant Campus**  
**Resun Leasing Inc.**

- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.

B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person

- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and

- (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;

- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.00



**Rev. 6/30/04; Law No. 19-CC-001  
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Resun Leasing Inc.**

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-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.

C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity

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 years from the date of such termination.