

Adopted

12/16/08

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Resolution # 31

**AUTHORIZES EXECUTION OF AGREEMENT WITH THE
SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT
FOR ADMINISTRATION OF THE EMPIRE ZONE PROGRAM**

COUNCILWOMAN BLASS offered the following resolution,
which was seconded by COUNCILMAN DUNLEAVY.

WHEREAS, the Town of Riverhead and the County of Suffolk have entered into an agreement for the purpose of providing financial support to assist the Town of Riverhead in administration of the Empire Zone; and

WHEREAS, implementation of the Empire Zone program requires certain actions by the applicant municipalities including minimum provision of matching funds for the appropriated state funds; and

WHEREAS, the term of the agreement was from October 2, 2000 through December 31, 2007; and

WHEREAS, the parties desire to extend the prior agreement for the fiscal year 2008;

THEREFORE, BE IT RESOLVED, that the Chairman is hereby authorized to execute the attached agreement through December 31, 2008 with the County of Suffolk for funds in the amount of \$29,000.00 for 2008; and

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Chris Kempner, CDA Director, the Office of Accounting, Dawn Thomas, Town Attorney and Tracy Stark, EZ Coordinator.

WOOTEN YES ___ NO BUCKLEY YES ___ NO
DUNLEAVY YES ___ NO BLASS YES ___ NO
CARDINALE YES ___ NO
THIS RESOLUTION IS ___ IS NOT
DECLARED DULY ADOPTED

EIGHTH AMENDMENT OF AGREEMENT

This is the Eighth Amendment of an Agreement, last dated October 2, 2000, (Agreement) between the County of Suffolk (County), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Economic Development and Workforce Housing (Department) located at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099, and Town of Riverhead Community Development Agency (Contractor), an agency of a municipal corporation of the State of New York, having its principal place of business at 200 Howell Avenue, Riverhead, New York, 11901.

The parties hereto desire to modify the Agreement by extending the term of Agreement to December 31, 2008, increasing the Total Cost of Agreement to provide funding for the period January 1, 2008 through December 31, 2008 (2008 Budget Period) and amending other provisions to comply with current County standards.

Term of Agreement: Shall be October 2, 2000 through December 31, 2008.

Total Cost of Agreement: Shall not exceed \$237,000.00 (of which \$29,000.00 is for the 2008 Budget Period]

Terms and Conditions: Shall be as set forth in Exhibit A-8 and other exhibits collectively referred to as "Suffolk County Legislative Requirements Exhibit for Contracts" attached hereto and made part hereof.

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

**Town of Riverhead
Community Development Agency**

By: _____
Phil Cardinale
Chairman

Fed. Taxpayer ID #: _____

Date: _____

Approved as to Legality:

**Christine Malafi
Suffolk County Attorney**

By: _____
Jacqueline Caputi
Assistant County Attorney
Date: _____

County of Suffolk

By: _____
Deputy County Executive

Date: _____

**Approved:
Department of Economic Development &
Workforce Housing**

By: _____
Lisa Broughton
Bio/High Tech Development Specialist

Date: _____

Exhibit A-7

Whereas, the County and Contractor have entered into an Agreement (Law No.04-ED-002) last dated October 2, 2000, for a term from October 2, 2000 through July 31, 2004 for the purpose of providing financial support to assist the Calverton Enterprise Park Economic Development Zone Administrative Board; and

Whereas, the County and Contractor have entered into a First Amendment of Agreement (Law No. 04-ED-002A) increasing the Total Cost of the Agreement by an additional \$ \$23,000; and

Whereas, the County and Contractor have entered into a Second Amendment of Agreement (Law No. 04-ED-002B) increasing the Total Cost of the Agreement by an additional \$23,000; and

Whereas, the County and Contractor have entered into a Third Amendment of Agreement (Law No. 04-ED-002C) increasing the Total Cost of Agreement by \$23,000, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fourth Amendment of Agreement (Law No. 04-ED-002D) increasing the Total Cost of Agreement by \$29,000.00, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Fifth Amendment of Agreement (Law No. 04-ED-002E) increasing the Total Cost of Agreement by \$29,000.00, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the County and Contractor have entered into a Sixth Amendment of Agreement (Law No. 04-ED-002F) increasing the Total Cost of Agreement by \$29,000.00, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the parties have entered into a Seventh Amendment of Agreement (Law No. 04-ED-002G) increasing the Total Cost of Agreement by \$29,000.00 and amending other provisions as necessary; and

Whereas, the parties desire to modify the Agreement to extend the term to December 31, 2008 and to increase the total cost of Agreement by \$29,000.00 for the period January 1, 2007 through December 31, 2008 and to amend other provisions as necessary.

Now, Therefore, in consideration of the covenants, promises and consent herein contained, the parties hereto agree as follows:

1. Total Cost of Agreement:

The Total Cost of Agreement of \$237,000.00 is comprised as follows:

- a. \$23,000.00 for October 2, 2000 through December 31, 2000.
- b. \$23,000.00 for January 1, 2001 through December 31, 2001.
- c. \$23,000.00 for January 1, 2002 through December 31, 2002.
- d. \$23,000.00 for January 1, 2003 through December 31, 2003.
- e. \$29,000.00 for January 1, 2004 through December 31, 2004.

- f. \$29,000.00 for January 1, 2005 through December 31, 2005.
- g. \$29,000.00 for January 1, 2006 through December 31, 2006.
- h. \$29,000.00 for January 1, 2007 through December 31, 2007.
- i. \$29,000.00 for January 1, 2008 through December 31, 2008.

2. Funding For Year 2008:

Contractor agrees that the funding for year 2008 is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement for the 2008 Budget Period beyond the amount of funds appropriated by the Legislature for that period and for the program covered by this Agreement.

3. Payments Contingent upon State Funding

Payments under this Agreement are subject to and contingent upon continued funding by the State of New York. If, for any reason, the amount of such funding to the County is reduced or not made available to the County, this Agreement may be terminated in whole or in part, or the amount payable to the Contractor may be reduced, at the discretion of the Department; provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that such funding is available to the Department for payment of such costs; and provided, further, that the Department shall give the Contractor not less than 30 days' prior written notice of such termination or reduction of funding.

The Contractor shall comply with the following amended provision:

4. Paragraph 7 in the Sixth Amendment of Agreement entitled, Notices and Contact Persons is deleted in its entirety and replaced with the following:

Notices and Contact Persons

1. Notices Relating to Payments, Reports, Insurance, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:

By First Class and Certified Mail, Return Receipt Requested in Postpaid Envelope

or by Courier Service or by Fax or by Email

Department of Economic Development & Workforce Housing
Att: Commissioner
100 Veterans Memorial Highway 2nd Floor
Hauppauge, NY 11788

**For the Contractor:
By First Class and Certified Mail, Return Receipt Requested in Postpaid
Envelope**

or by Courier Service or by Fax or by Email

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the County:
By First Class and Certified Mail, Return Receipt Requested in Postpaid
Envelope
or by Nationally Recognized Courier Service or Personally and by First Class
Mail**

Department of Economic Development & Workforce Housing
Att: Commissioner
100 Veterans Memorial Highway 2nd Floor
Hauppauge, NY 11788

and

Christine Malafi, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

**For Contractor:
By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).
5. **Gratuities:**
The Contractor 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 an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that he has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
6. **Full Force and Effect:**
Except as herein amended, all other representations, terms and conditions of said Agreement, including any and all amendments or budget modifications executed prior to the date hereof, are hereby ratified and confirmed to be in full force and effect.

END OF EXHIBIT A-8

12/16/08

COMMUNITY DEVELOPMENT AGENCY

TOWN OF RIVERHEAD

Resolution # 32

Adopted

AUTHORIZES THE SUPERVISOR TO EXECUTE A BARGAIN AND SALE DEED BETWEEN THE COMMUNITY DEVELOPMENT AGENCY AND M-GBC LLC

(EPCAL PROPERTY KNOWN AS SCTM #0600-135-1-7.74)

COUNCILMAN DUNLEAVY

offered the following resolution, was seconded

by

COUNCILMAN BUCKLEY

WHEREAS, pursuant to an agreement of sale dated June of 1999, the Town of Riverhead Community Development Agency (CDA) agreed to sale to Calverton Camelot, LLC, a parcel of property a 1.431 acre portion of which is now known as 0600-135-1-7.74, and

WHEREAS, sale of this parcel was conditioned upon the Town CDA receiving title to same from the United States of America, and

WHEREAS, the Town CDA did receive title to said parcel, and

WHEREAS, the subdivision/lot line adjustment of said parcel has been approved by the Town of Riverhead Planning Board and the Suffolk County Department of Health Services (December 5, 2008),

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized execute a Bargain and Sale Deed and all necessary documentation for purposes transferring the referenced parcel of property and for the recording of a deed between the Community Development Agency and M-GBC LLC for said parcel of real property further described as Suffolk County Tax Map #0600-135-1-7.74; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Berkman, Henoch, Peterson & Peddy, P.C., 100 Garden City Plaza, 3rd Floor, Garden City, New York, 11530, the Community Development Agency

and the Office of the Town Attorney.

THE VOTE
Buckley yes no Wooten yes no
Dunleavy yes no Blass yes no
Cardinale yes no
THE RESOLUTION WAS WAS NOT
THEREFORE DULY ADOPTED