

Adopted

12/28/05

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Resolution # 26

**RATIFIES EXECUTION OF AGREEMENT WITH THE SUFFOLK COUNTY
DEPARTMENT OF ECONOMIC DEVELOPMENT
(Empire Zone)**

COUNCILWOMAN SANDERS offered the following resolution,
was seconded by COUNCILMAN BARTUNEK:

WHEREAS, 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 County of Suffolk Empire Zone the term of which agreement was from October 2, 2000 through July 31, 2004; and

WHEREAS, the parties desire to extend the prior agreement and to make it commensurate with the County's fiscal year which runs from January through December; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement through December 31, 2005 with the Suffolk County Department of Economic Development for funds in the amount of \$29,000 for 2005 , and be it further

RESOLVED that the Town Clerk is hereby directed to forward a Certified Copy of this Resolution to Andrea Lohneiss, Director Town of Riverhead CDA, the Office of the Town Attorney, and the Office of Accounting.

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

Amendment of Agreement

This is the Fifth 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), 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, 2005 to coincide with the County fiscal year, increasing the Total Cost of Agreement to provide funding for the period January 1, 2005 through December 31, 2005 (2005 Budget Period) and amending other provisions to comply with current County standards. Sufficient funding exists in the 2005 Suffolk County Operating Budget.

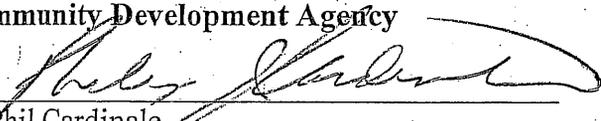
Term of Agreement: Shall be October 2, 2000 through December 31, 2005

Total Cost of Agreement: Shall not exceed \$150,000.00 [of which \$29,000.00 is for the 2005 Budget Period]

Terms and Conditions: Shall be as set forth in Exhibit A-5

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

**Town of Riverhead
Community Development Agency**

By: 
Phil Cardinale
Chairman

County of Suffolk

By: _____
Paul Sabatino II
Chief Deputy County Executive

Date: _____

Fed. Taxpayer ID #: 11-6001935

Date: 12-22-05

Approved as to Legality:

**Christine Malafi
Suffolk County Attorney**

By: _____
Samantha N. McEachin Date
Assistant County Attorney

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

By: _____
Carolyn E. Fahey
Intergovernmental Relations Coordinator

Date: _____

Exhibit A-4

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 for the 2003 Budget Period, 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 for the 2004 Budget Period, adding the Suffolk County Legislative Requirements for Contracts and amending other provisions as necessary; and

Whereas, the parties hereto desire to modify the Agreement and First, Second and Third Amendments of Agreement by extending the term of Agreement to December 31, 2004 to coincide with the County fiscal year, increasing the Total Cost of Agreement by \$29,000 for the period January 1, 2004 through December 31, 2004 (2004 Budget Period) and amending other provisions as set forth below;

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 ~~\$150,000.00~~ 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.
- d. \$29,000.00 for January 1, 2004 through December 31, 2004.
- e. \$29,000.00 for January 1, 2005 through December 31, 2005.

2. Funding For Year 2005:

Contractor agrees that the funding for year 2005 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 2005 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 or 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.

4. Paragraph 8 of the Agreement shall be replaced in its entirety and replaced with the following:

8. Furniture, Fixtures, Equipment, Materials, Supplies

(a) Purchases, Etc. Requiring Prior Approval

Prior to placing any order to purchase, rent or lease any furniture, fixtures, or equipment (i) valued in excess of three hundred dollars (\$300.00) per unit, or (ii) included but not itemized in the Budget, the Contractor shall submit to the County a written request for approval to make such a proposed purchase, rental or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, extended price or cost and estimated total cost of the proposed order. Written approval of the County shall be required before the Contractor may proceed with such proposed purchase, rental or lease of furniture, fixtures or equipment. All items purchased must be new unless specifically described otherwise in the Budget.

(b) Purchase Practices

The Contractor agrees to follow all of the general practices that are designed to obtain furniture, fixtures, equipment, materials or supplies at the most reasonable price or cost possible. The County reserves the right to purchase or obtain for the Contractor furniture, fixtures, equipment, materials or supplies which shall be in accordance with the programmatic needs of this Agreement. If the County exercises this right, the amount budgeted for the items so purchased or obtained by the County for the Contractor shall not be available to the Contractor for any purpose whatsoever. Title to any such items purchased or otherwise obtained by the County for the Program and entrusted to the Contractor shall remain in the County, and the Contractor shall attach labels indicated the County's ownership if the County has not done so.

(c) Proprietary Interest of County

The County shall retain a proprietary interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the Contractor and paid for or reimbursed to the Contractor pursuant to the terms of this Agreement or any prior agreement. Upon the termination of this Agreement, or of any renewal thereof, the discontinuance of the business of the Contractor, the failure of the Contractor to comply with the terms of this Agreement, the bankruptcy of the Contractor, an assignment for the benefit of its creditors, or the failure of the Contractor to satisfy any judgment against it within thirty (30) days of filing, the County shall have the right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same shall thereupon become the property of the County without any claim for reimbursement on the part of the Contractor.

tor. As directed by the County, the Contractor shall attach identifying labels on all furniture, removable fixtures and equipment indicating the proprietary interest of the County.

(d) Inventory Records, Controls and Reports

The Contractor shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to this Agreement and all prior agreements, if any, covering the Program. Three (3) months before the termination date of this Agreement, the Contractor shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the Contractor on a form or forms designated by the County, certified and signed by an authorized official of the Contractor, and one (1) copy thereof shall be delivered to the County within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination date of this Agreement, the Contractor shall submit to the County six (6) copies of the same report updated to the termination date of this Agreement, certified and signed by an authorized official of the Contractor, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid termination date, and revised, if necessary, to include any inventory changes during the last three (3) months of the term of this Agreement.

(e) Protection of Property in Contractor's Custody

The Contractor shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, material or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of burglary, theft, vandalism or disappearance of any item of furniture, fixtures, equipment, material or supplies, the Contractor shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials or supplies from any cause, the Contractor shall immediately send the County a detailed written report thereon.

(f) Disposition of Property in Contractor's Custody

Upon termination of the County's funding of the Program covered by this Agreement or by any renewal hereof, or at any other time that the County may direct, the Contractor shall make access available and render all necessary assistance for physical removal by the County or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the Contractor's custody in which the County has a proprietary interest, in the same condition as such property was received by the Contractor, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the County and the State of New York.

5. Paragraph 9 of the Agreement shall be replaced in its entirety and replaced with the following:

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, agents and invitees (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement.

6. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that Contractor has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

7. Child Sexual Abuse Reporting Policy

The Contractor has read and agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy" as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us Click on "Laws of Suffolk County" under "Suffolk County Links".

8. 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 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.

The Contractor represents and warrants that it has read and is familiar with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, the Living Wage Law. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us Click on "Laws of Suffolk County" under "Suffolk County Links".

9. Certification

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

10. Civil Actions

The Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

11. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

12. Union Organizing

The Contractor represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 466 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- (a) The Contractor shall not use County funds to assist, promote, or deter union organizing.
- (b) No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- (c) The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- (d) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.
 1. If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

2. If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.
3. Under the provisions of Local Law No. 26-2003, 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.

13. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

14. 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 any 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.

- 15.** 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 hereto, are hereby ratified and confirmed to be in full force and effect.

Suffolk County Legislative Requirements Exhibit for Contracts

This exhibit is attached to and is made part of the contract executed with the County.

I Suffolk County Living Wage Requirements

"Suffolk County Living Wage Requirements Exhibit (2 pages).

Suffolk County Department of Labor - Living Wage Unit

(i) Certification/Declaration – Subject to Audit

Form LW-38 (consists of 1 page)

II Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of three pages; requires signature & notarization)

Note:The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04,

III Union Organizing Certification/Declaration - Subject to Audit; rev. 6/05 Form LO1 (consists of 2 pages)

Suffolk County Legislative Requirements Exhibit for Contracts

This exhibit is attached to and is made part of the contract executed with the County.

I Suffolk County Living Wage Requirements

"Suffolk County Living Wage Requirements Exhibit (2 pages).

Suffolk County Department of Labor - Living Wage Unit
Certification/Declaration – Subject to Audit
Form LW-38 (consists of 1 page)

II Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04 (form consists of three pages; requires signature & notarization)

Note: The Contractor's/Vendor's Public Disclosure Statement Form SCEX 22; rev. 3/30/04,

III Union Organizing Certification/Declaration - Subject to Audit; rev. 6/05 Form LO1 (consists of 2 pages)

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 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 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 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/Declaration – Subject to Audit
Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)**
- **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)**

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 perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 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 Forms LW-1 and LW-38.
or
 - To certify non-applicability of Living Wage law: Return Form LW-38.
or
 - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.
or
 - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and 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 5/12/04

LIVING WAGE CERTIFICATION/DECLARATION - SUBJECT TO AUDIT

If either of the following definitions of 'assistance' (Living Wage Law Chapter 347 - 2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Assistance). If the following definitions do not apply, the contractor/beneficiary must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an 'assistance' for the purposes of this definition."

Section I

The Living Wage Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County Living Wage Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received Assistance, from the County of Suffolk as defined in the Law (Assistance) a wage rate of no less than \$9.64 (\$7.75 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$10.98 (\$9.00 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if Applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received Assistance shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

Section II

The Living Wage Law does not apply to this contract for the following reason(s):

Check if Applicable

Section III

Contractor Name: Town of Riverhead Community Development Agency Federal Employer ID#: 11-6001935
Contractor Address: 200 Howell Avenue Amount of Assistance: \$29,000
Riverhead, New York 11901 Vendor #: _____

Contractor Phone #: 727-3200

Description of project or service: To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Philip J. Cardinale
Authorized Signature, Date
12-22-05 Philip J. Cardinale

Print Name and Title of Authorized Representative
LW 38 (Replaces forms LW2, LW3, and LW33)

SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7

§ A5-7. Contractors and vendors required to submit full disclosure statement. [Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979]

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CONTRACT - Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state-aided, in whole or in part, program required to be bid pursuant to § 103 of the New York General Municipal Law. [Amended 6-29-1993 by L.L. No. 28-1993¹]

NOTE: L.L. No. 28-1993 also provided as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for contractors doing business with the County Department of Social Services; hospitals; educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends towards privatization and use of outside consultants on an increased basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

CONTRACTOR or VENDOR [Amended 12-18-1990 by L.L. No. 41-1990²; 6-29-1993 by L.L. No. 28-1993³] -

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) of which, when combined, exceed one thousand dollars (\$1,000.), except:

(1) Hospitals.

(2) Educational or governmental entities.

¹ Editor's Note: This local law was adopted by the legislature after disapproval by the Executive on 5-26-1993.

² Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the note at § A4-12.

³ Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

(3) Not-for-profit corporations.

(4) Contracts providing for foster care, family day-care providers or child protective consulting services.

FULL DISCLOSURE CLAUSE - A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

VERIFIED PUBLIC DISCLOSURE STATEMENT - A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

- B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.
- C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.
- D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.
- E. No contract shall be awarded to any contractor or vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.
- F. The verified public disclosure statement required by this section shall include:
- (1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.
 - (2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.

- (3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.
- G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.
- H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
- I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

Suffolk County Form SCEX 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name Town of Riverhead Community Development Agency
Address 200 Howell Avenue
City and State Riverhead, NY Zip Code 11901

2. Contracting Department's Name Economic Development/Workforce Housing
Address: H. Lee Dennison Building - 100 Veterans Memorial Highway, Hauppauge, NY
11788

3. Payee Identification or Social Security No. 11-6001935

4. Type of Business Corporation Partnership Sole Proprietorship Other

- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.

- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

11. Remedies. The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:

- a) Hospital
- b) Educational or governmental entities
- c) Not-for-profit corporations
- d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

13. Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 12-22-05

Signed: 

Printed Name of Signer: _____

Philip J. Cardinale

Title of Signer: _____

Supervisor / Chairman

Name of Contractor/Vendor: _____

Town of Riverhead Community Development Agency

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 22nd day of December in the year 2005 before me, the undersigned, personally appeared Philip J. Cardinale personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Joanne Fagan
(signature and office of individual taking acknowledgment)

Joanne Fagan
Notary Public, Suffolk
County, NY #01FA4991777
Commission Exp. 2-10-06

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as such shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

Check if Applicable I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made, I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

I/we further agree that every County contract for the provision of services, when such services will be performed on County property, shall include a requirement that I/we adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, no intimidation agreement, and a majority authorization card agreement.

I/we further agree that every County contract for the provision of human services, when such services are not to be performed on County property, shall include a requirement that I/we adopt, at the least, a neutrality agreement.

I/we understand that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County of Suffolk and as such, the County expects the potential County contractor to protect the County's financial interest by adopting nonconfrontational procedures for the orderly resolution of labor disputes, including, but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

Section II The Union Organizing Law does not apply to this contract for the following reason(s): _____

Check if
Applicable

Section III

Contractor Name: Town of Riverhead Community Development Agency Federal Employer ID#: 11-6001935

Contractor Address: 200 Howell Avenue Amount of Assistance: \$29,000

Riverhead, NY 11901

Vendor #: _____

Contractor Phone #: 727-3200

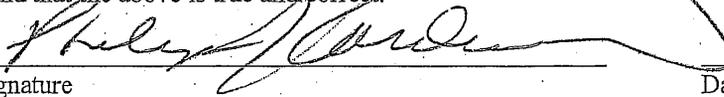
Description of project or service: To assist the Calverton Enterprise Park Economic Development Zone Administrative Board

Section IV

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date



12-22-05

Philip J. Cardinale, Supervisor/Chairman
Print Name and Title of Authorized Representative

Adopted

12/28/05

Town of Riverhead Community Development Agency

Resolution # 27

AUTHORIZES CHAIRMAN OF CDA TO EXECUTE CONTRACT WITH NYS DEPARTMENT OF ECONOMIC DEVELOPMENT FOR THE 2005-2006 EMPIRE ZONE ADMINISTRATIVE GRANT

COUNCILMAN BARTUNEK offered the following resolution,
which was seconded by COUNCILMAN DENSIESKI.

WHEREAS, the Town of Riverhead Community Development Agency is the administrative agency for the local Empire Zone Administrative Board known as the Suffolk County/Town of Riverhead Empire Zone Administrative Board; and

WHEREAS, the New York State Department of Economic Development has awarded \$37,510 to the CDA for administrative costs associated with marketing and operation of the zone; and

WHEREAS, the Town of Riverhead will provide \$24,000 in in-kind services and Suffolk County will provide cash in the amount of \$29,000, Town of Babylon will contribute \$25,000, Town of Southampton will contribute \$1,000 for a total annual budget of \$116,510;

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the attached contract for funds in the amount of \$37,510.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Director Andrea Lohneiss, Director of the Empire Zones Program Randy Coburn, Empire Zone Coordinator Tracy Stark, and Chairman of the Suffolk County Empire Zone Board Jim Morgo.

The Vote

Member Bartunek _____ Member Blass _____
Member Sanders _____ Member Densieski _____
Supervisor Cardinale _____

THE VOTE
Bartunek yes ___ no Sanders yes ___ no
Blass yes ___ no Densieski yes ___ no
Cardinale yes ___ no
THE RESOLUTION WAS ___ WAS NOT
THEREFORE DULY ADOPTED

AGREEMENT dated as of July 1, 2005, by and between the NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT, with offices located at 30 South Pearl Street, Albany, New York 12245 (the "Department"), and the Town of Riverhead Community Development Agency, a municipal corporation, with offices located at 200 Howell Avenue, Riverhead, NY 11901 (the "Contractor").

WHEREAS, an area of the Town of Riverhead, New York has been designated as an Empire Zone (the "Zone") pursuant to Sections 958 and 960 of the General Municipal Law; and

WHEREAS, the Town of Riverhead has established a local Empire Zone administrative board (the "Board") for the Zone pursuant to Sections 957 and 963 of the General Municipal Law; and

WHEREAS, the Department is empowered by Section 963 of the General Municipal Law to make available financial support to assist with the administrative expenses of local Empire Zone administrative boards; and

WHEREAS, the Commissioner of the Department is empowered by Section 959 of the General Municipal Law to coordinate, with local Empire Zone administrative boards, the provision of business development programs and services for Empire Zones, in order to stimulate the creation and development of new, small businesses, including new, small, minority and women-owned business enterprises; and

WHEREAS, the 2005-2006 New York State Budget appropriated \$2,300,000 to the Department for grants to local Empire Zone administrative boards for operating expenses and for technical assistance to minority and women-owned business enterprises; and

WHEREAS, the Contractor is a duly appointed agent of the Board possessing actual and express authority to act on behalf of the Board with respect to the subject matter of this Agreement and has applied for such financial assistance on behalf of the Board; and

WHEREAS, the Department has approved such application; and

WHEREAS, the Contractor is a non-sectarian entity;

NOW, THEREFORE, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

A. Services.

1. In addition to the services described in detail in the Contractor's application, attached as Appendix B hereto, the Contractor shall:

(a) submit a new Empire Zone Development Plan by January 1, 2006 to the Department for approval, as described in Section 962 of the General Municipal Law, for the Zone, and demonstrate the methods by which the applicant intends to promote the development of new business and the expansion of existing business within the Zone, set forth in Appendix C hereto;

(b) carry out the responsibilities established by Section 963(b) of the General Municipal Law, set forth in Appendix D hereto;

(c) prepare an annual report in accordance with the requirements of Section 963(c) of the General Municipal Law, set forth in Appendix E hereto;

(d) assist the Local Zone Certification Officer, when requested, in disseminating applications for certification to Zone businesses, aiding Zone businesses in preparing certification applications, reviewing applications for completeness, and monitoring and evaluating the performance of certified zone businesses in complying with the representations contained in their certification applications relating to investment and job creation;

(e) explain Zone benefits and incentives available to certified Zone businesses and assist certified businesses in applying for benefits and incentives;

(f) assist the Local Zone Certification Officer, when requested, in collecting Business Annual Reports, when due, from certified Zone businesses, assisting certified Zone businesses in preparing such reports and other program reports as requested by the Department, and reviewing such reports for completeness; and

(g) stimulate the creation and expansion in the Zone of new and existing minority and women-owned business enterprises, as more fully described in the Contractor's application, attached hereto as Appendix B:

(i) for the purposes of this paragraph, a "minority business enterprise" means any business enterprise, authorized to do business in this State, including a sole proprietorship, partnership, or corporation that is at least fifty-one percent (51%) owned by one or more minority group members; an enterprise in which such ownership is real, substantial and continuing, and in

which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise;

(ii) for the purposes of this paragraph, a "women-owned business enterprise" means a business enterprise, authorized to do business in this State, including a sole proprietorship, partnership or corporation that is at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women, where the ownership interest is real, substantial and continuing, and such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(iii) for the purposes of this paragraph, a "minority group member" means a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(A) Black persons having origins in any of the Black African racial groups;

(B) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

(C) Native American or Alaskan Native persons having origins in any of the original peoples of North America; and

(D) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

2. Such services shall be performed by the Contractor during the period beginning July 1, 2005, and terminating June 30, 2006.

B. Staff.

1. To accomplish the foregoing services, the Contractor shall maintain the staff described in Appendix B, who shall perform the responsibilities set forth in the job descriptions contained in said Appendix.

2. The Contractor shall advertise any vacancies of the above positions for a minimum of eight (8) consecutive days, running from Sunday to Sunday, in one or more daily newspapers that serve the local population. For purposes of this Agreement, the Department's Project Manager (the

"Project Manager") shall be the Empire Zones Program Director or his/her designee. All appointments of staff are subject to the review and approval by the Project Manager.

C. Reports.

1. The disbursements provided for by Article III of this Agreement are contingent upon the receipt and approval by the Project Manager of the financial reports, business annual reports by July 15, 2006, and the zone annual report by September 1, 2006. If the Contractor fails to submit any of the reports required pursuant to this Agreement, the Department, in its sole discretion, may withhold payment, reduce the amount payable to the Contractor, cancel this Agreement, and or take any other action the Department deems appropriate. The financial reports described below shall be in addition to the annual report required by Section 963(b) of the General Municipal Law, attached hereto as Appendix D.

The Contractor shall submit to the Project Manager and to the Department's Finance Officer financial reports based on the contract year, in the form required by the Department's Finance Officer, which shall set forth receipts and expenditures of funds pursuant to this Agreement during the preceding period.

2. In addition to the financial reports, the Contractor shall submit to the Project Manager and the Department's Finance Officer within a reasonable period of time after June 30, 2006 either (a) or (b):

(a) a report prepared by an independent certified public accountant which describes the receipts and expenditures of funds pursuant to this agreement. This review shall be in accordance with generally accepted accounting principles. The report shall include an opinion as to whether the financial reports submitted by the Contractor to the Project Manager and the Department's Finance Officer represent true and accurate costs and reimbursements; or

(b) if the Contractor is regularly subject to a financial audit of its activities, and the audit is conducted by an independent certified public accountant, and the activities which the contractor engages in pursuant to this contract are subject to the audit, then the relevant portions of the audit can be submitted in place of the report called for in section (a) above.

D. Meetings.

1. The Contractor shall make available any of its officers, employees, consultants, subcontractors or agents for consultation with the Department concerning matters pertaining to this Agreement. The Contractor shall notify the Project Manager of all meetings of the Contractor concerning matters pertaining to this Agreement and shall forward to the Project Manager a copy of minutes of all such meetings.

2. The Project Manager, or any other persons authorized to monitor and/or evaluate the Project shall have access to the Contractor's premises for the purpose of monitoring, assisting, evaluating and auditing of the Project.

E. Purchases.

1. Each purchase of furnishings, equipment, printing, supplies, or other property made pursuant to this Agreement, whose cost exceeds \$5,000 but does not exceed \$15,000, shall be made with the approval of the Project Manager. The Contractor shall make a reasonable effort to obtain the lowest price possible.

2. Each purchase of furnishings, equipment, printing, supplies, or other property, made pursuant to this Agreement, costing in excess of \$15,000, shall be made with the approval of the Project Manager, and shall be made in accordance with the following requirements:

(a) The Contractor shall invite bids for such purchase and shall choose the lowest responsible bidder; and

(b) Bidding shall not be required where the Contractor submits to the Project Manager information sufficient to establish that the property to be purchased is available only from a single or sole source. However, such single or sole source purchases must have the prior approval of the Project Manager. For purposes of this agreement, sole source contracts are defined as where only one vendor is capable of supplying the required services or properties because such service or property offered is so unique that it cannot be duplicated or obtained elsewhere, or involves creative artistry of a similar nature. Single source contracts are defined as where, although more than one vendor can supply the required services or properties, circumstances of a material and substantial nature make the awarding of the contract to one vendor over the other appropriate.

The requirement for competitive bidding may be waived upon prior written approval of the DPD Officer provided that prior to the acceptance of such services or properties the Contractor provides a detailed written statement to the Department which describes the sole or single source determination, the alternatives considered, and the terms of the proposed contract. In addition, the Contractor must establish, to the satisfaction of the Department, the reasonableness of the proposed expenditure. In general, the price charged to the Department should be no greater than the price charged in the private sector. Sole/single source contracts are to be avoided whenever possible.

3. The Contractor shall maintain a separate detailed inventory of all the furnishings, equipment and other non-consumable property purchased with funds provided pursuant to this Agreement and shall provide the Department with a true copy of such inventory.

4. Upon completion of the Contractor's performance of this Agreement or upon earlier cancellation of this Agreement, such furnishings, equipment or other property purchased by the Contractor shall be disposed of in accordance with the Department's directives.

F. Minority and Women-Owned Business Enterprise Commitments.

1. General Requirements.

The Contractor acknowledges that it is the policy of the Department to provide maximum practicable opportunities for certified minority and women-owned business enterprises ("MWBEs") to participate in the performance of the Department's contracts. The Contractor agrees to use its best efforts to solicit and obtain the participation of MWBEs on this contract and to periodically report on such efforts, upon the request of the Department.

2. Minority and Women-Owned Business Enterprise Participation Goals.

Pursuant to Article 15-A of the Executive Law and regulations adopted thereunder, the Department has established a zero goal for the participation of certified minority-owned business enterprises and a zero goal for the participation of certified women-owned business enterprises on the Project or services to be performed under this Agreement.

II. OUTSIDE CONTRACTED SERVICES.

A. Preliminary Approval.

Whenever the Contractor determines that the special expertise of a subcontractor or consultant is required, the Contractor shall so notify the Project Manager. The Contractor shall detail those specific tasks a subcontractor or consultant would be required to perform, together with a description of the expertise of the subcontractor or consultant. The Project Manager shall review the request of the Contractor and give approval or disapproval of the use of the subcontractor or consultant services and the reasons therefor. The Contractor shall not contract to retain a subcontractor or consultant prior to approval of the Project Manager.

B. Selection Procedure.

In the event that the Project Manager approves the use of a subcontractor or consultant, such services shall be contracted for according to the following procedure:

1. Where the cost of the subcontractor or consultant services to be contracted for will exceed \$15,000, the Contractor shall invite bids for such services and choose the best value, all subject to the written approval of the Project Manager. Best value means the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Prior to soliciting bids, the public bidding plan shall be presented to the Project Manager for approval; and

2. Regardless of whether the Contractor procures subcontractor or consultant services as the result of competitive bidding or otherwise, the choice of the subcontractor or consultant must be justified. The Contractor must indicate the subcontractor's or consultant's background, experience and other pertinent information, as well as the hourly rate and the hours required, to the Project Manager.

III. CONSIDERATION AND FISCAL PROCEDURE.

A. Payment.

In full consideration for all the services performed by the Contractor in a manner satisfactory to the Department, and subject to the availability of state funding, the Department shall pay to the Contractor a sum not to exceed **THIRTY-SEVEN THOUSAND FIVE HUNDRED TEN DOLLARS (\$37,510)** at the rates set forth in the budget contained in Appendix B (the "Budget"), in the ordinary course

of State business, upon receipt of duly authenticated invoices and upon the receipt and approval by the Project Manager of the required financial reports, business annual reports, and the zone annual report, provided, however, that ten percent (10%) of the full amount of said consideration shall not be payable to the Contractor unless and until the Contractor fully performs provisions of the contract set forth at I.A.1. (a) - (g), and I.C.

In addition, the zone will be measured throughout the term of the contract in light of the following criteria: has the zone

- (1) to the best extent possible, achieved the objectives set forth in the Development Plan, including, the encouragement of businesses to create jobs and/or invest in their zone facilities, and otherwise performed the duties of the office;
- (2) submitted the required reports outlined in this contract on a timely basis;
- (3) maintained skills and capacity of the zone office necessary to provide required services to the zone community and businesses;
- (4) attended all conferences, workshops and meetings conducted by this Department;
- (5) expended and invoiced a minimum of sixty percent (60%) of the total amount of funds authorized under the Budget, as set forth in this Article III , by February 1, 2006;
- (6) achieved and maintained current GIS capabilities for mapping current Empire Zone boundaries; and
- (7) submitted accurate documentation for business certifications and boundary revisions in a timely manner.

Funds must be drawn down on a regular basis during the year (either monthly or quarterly) to the extent that the zone has expenditures during these periods. All funds must be dispersed by the Department to the Contractor no later than September 16, 2006. All requests for disbursements must be received by the Department by August 15, 2006.

B. Separate Account.

The Contractor shall set up a separate account within its ledger to be used only for funds received pursuant to this Agreement. Such funds shall not be commingled in this account with funds received from any other source or funds received pursuant to any other agreement.

C. Release.

The acceptance by the Contractor of the amount certified by the Department as final payment for the Contractor's services pursuant to this Agreement shall release the Department from any and all claims, causes of action and liability to the Contractor, or to its legal representatives, arising out of or relating to this Agreement.

D. Travel Expenses.

If travel is budgeted for by the Contractor in Appendix B, no expense shall be incurred for travel in excess of travel expenses permitted under the rules and regulations governing travel by New York State employees. The Contractor shall incur no expenditures for travel outside of the State of New York without prior written approval by the Project Manager. Such prior written approval shall be required, notwithstanding the fact that the Budget may include an amount designated as expenses for travel outside of New York State.

E. Unauthorized Expenditures and Uses.

The Contractor shall not expend State funds for any purpose not provided for in the Budget. In the event that the Contractor uses State funds for any purpose not provided for in the budget or spends State funds in excess of the amounts in the Budget, the Department, in its sole discretion, may cancel this Agreement, reduce the amount payable to the Contractor by the amount of such over-expenditures, and/or take any other action the Department deems appropriate.

F. Budget Modifications.

The Budget contains the fees to be charged and expenses to be incurred by the Contractor during the term of this Agreement. The Contractor shall submit all requests for Budget Modifications to the Local Empire Zone Board Chairman for review. The rates of reimbursement contained in the budget shall not be increased. The Contractor may adjust the components of said fees and expenses by an amount of up to ten percent (10%) of the original amount of such components; provided, however, that the total consideration payable to the Contractor by the Department shall in no way be altered as a result of such adjustments. The Contractor must obtain the written approval of the Project Manager for any adjustment of the components of said fees and expenses by an amount in excess of ten percent (10%) of the original amount of such components.

IV. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. The Contractor represents, warrants and covenants that funds paid to the Contractor pursuant to this Agreement or any materials or services contributed by the Department shall not be used in any manner for any of the following purposes:

1. the purchase of real property;
2. the payment for the cost of meals, except when in travel status, of employees or staff of the Contractor;
3. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate, or promoting the passage, defeat, or repeal of any proposed or enacted legislation; or
4. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement.

B. The Contractor further represents, warrants and covenants that:

1. it is a duly appointed agent of the Local Zone Administrative Board possessing actual and express authority to bind the Board with respect to the subject matter of this Agreement;
2. neither any member of its governing body, nor any of its officers, employees, consultants or subcontractors have given anything of value to anyone to procure this Agreement between the parties or to influence any official act or the judgment of any person in the negotiation of any of the terms of this Agreement;
3. the Department's payments shall not duplicate reimbursement of costs or services received or receivable from other sources;
4. it has received or will receive written commitments for the matching funds set forth in Appendix B; and
5. it shall provide in writing to the Department, commitments for any additional local matching funds added to Appendix B as a result of a budget modification or an increase in State funds.

V. CANCELLATION OF AGREEMENT.

A. Right to Cancel.

The Department shall have the right to cancel this Agreement on the following terms and conditions:

1. For Cause. Upon any breach, default, or other defect of performance or breach of any representation, warranty or covenant by the Contractor under this Agreement, the Department may cancel this Agreement immediately by giving the Contractor written notice.

2. For Convenience. Notwithstanding any provisions contained herein to the contrary, the Department may cancel this Agreement for its own convenience by giving five (5) days written notice to the Contractor. Upon exercising the Department's right to cancel this Agreement pursuant to this subparagraph 2, the Department shall pay all necessary costs incurred by the Contractor pursuant to this Agreement, up to the date of receipt of the written notice of cancellation, upon delivery of all reports to the Project Manager.

B. Procedure Upon Cancellation.

Upon the cancellation of this Agreement, the Contractor shall comply with all Department cancellation procedures, including, but not limited to:

1. submission of a final progress report within thirty (30) days of the receipt of a notice of cancellation. Such report shall include a detailed evaluation of the Contractor's activities pursuant to this Agreement;

2. submission of a final financial report of receipts and expenditures of funds pursuant to this Agreement within thirty (30) days of the receipt of a notice of cancellation. Such report shall be made by a certified public accountant or licensed public accountant appointed by the Contractor with the approval of the Department;

3. providing the Project Manager with an inventory of furnishings, equipment and other property purchased with funds received pursuant to this Agreement, within thirty (30) days of the receipt of a notice of cancellation, and carrying out any Department directives concerning the disposition thereof;

4. not incurring any further obligations or making any further payments pursuant to the terms of this Agreement beyond the date of receipt of a notice of cancellation, except as may be approved separately in writing by the Department, for a period not to exceed thirty (30) days from receipt of the notice of cancellation; and

5. making available to the Department or its designees all documents, reports and materials related to this Agreement.

In the event the Contractor defaults on its obligations to the Department under this Agreement, or in the event any representation or warranty made by the Contractor in connection with this Agreement shall have been incorrect in any material respect when made, then the Department may demand repayment of all payments made by it to the Contractor, and the Contractor, upon such demand, shall make full repayment to the Department.

VI. RELATIONSHIP.

A. The relationship of the Contractor to the Department arising out of this Agreement shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Department or the State of New York by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Department or the State of New York including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

B. All personnel of the Contractor shall be within the employ of the Contractor only, which alone shall be responsible for their work, their direction, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Department or the State of New York on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, or for taxes of any nature including, but not

limited to, unemployment insurance and workers' compensation, and the Contractor hereby agrees to indemnify and hold harmless the Department and the State of New York against any such liabilities.

VII. INDEMNITY.

The Department shall not be liable for any debts, liens or encumbrances incurred by the Contractor or its principal, the Board of the Zone. The Contractor hereby agrees to indemnify and save harmless the Department and the State of New York against any and all claims, liability, loss, damages, costs or expenses which the Department or the State of New York may hereafter incur, suffer or be required to pay by reason of any negligent or willful act or omission of the Contractor in the performance of this Agreement.

VIII. MISCELLANEOUS PROVISIONS.

Upon expiration or cancellation of this Agreement, all finished and unfinished documents, data, studies and reports, and other property purchased by the Contractor with funds provided by the Department pursuant to this Agreement, shall become the property of the Department.

IX. APPENDICES.

Appendices A, B, C, D and E, attached hereto, are in every respect made a part of this Agreement as if fully set forth herein.

X. APPROVAL REQUIRED.

This Agreement shall not be binding upon the Department until approved by the Department of Law and the Office of the State Comptroller.

XI. WAIVER.

A waiver of enforcement of any provision of this Agreement by the Department shall not constitute a waiver by the Department of any other provision of this Agreement, nor shall it preclude the Department from subsequently enforcing such provision thereafter.

XII. SEVERABILITY.

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

XIII. MODIFICATION

The foregoing and the Appendices attached hereto contain the entire Agreement of the Contractor and the Department and no modification thereof shall be binding unless the same is in writing, signed by the respective parties, and approved by the Department of Law and the Office of the State Comptroller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACT NUMBER C004219

Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

NEW YORK STATE
DEPARTMENT OF ECONOMIC DEVELOPMENT

Joseph LaCivita, Deputy Commissioner

DATED: _____

Town of Riverhead Community Development Agency

BY: _____

TITLE: _____

DATED: _____

FEDERAL ID NO.: 11-6001935

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

DATED: _____

DATED: _____

2005/2006 EDZ ADMINISTRATIVE GRANT
Town of Riverhead Community Development Agency

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary Public

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 621B of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or

and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, disability, sex, or national origin: discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 239 or Section 239 as well as possible termination of this contract and forfeiture of all moneys hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor nor employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute except as otherwise provided in the Labor Law as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) regulations thereunder. If such Contractor, any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

number or numbers, the payee, on its New York State standard voucher, must state reason or reasons why the payee does not have number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority request the above personal information seller of goods or services or a lessor of personal property, and the authority to maintain such information, is found in Section 5 State Tax Law. Disclosure of this information to the seller or lessor to the State is mandatory.

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State Department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have delinquent in filing tax returns or may understated their tax liabilities and to generally identify persons affected by the administered by the Commissioner of Taxation and Finance. The information will be used for administrative purposes and for any other purpose authorized by law.

(2) The personal information is requested from the purchasing unit of the agency contracting to purchase the goods or services or lease the or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that:

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of Executive Law, if this contract is: (i) a written agreement or purchase order instrument, provided for a total expenditure in excess of \$25,000 whereby a contracting agency is committed to expend or does expend funds in return for labor services, supplies, equipment, materials or combination of the foregoing, to be performed or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency committed to expend or does expend funds for acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project committed to expend or does expend funds for acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

- (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and
- (ii) said records shall be sufficiently identified; and
- (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

(a) The Contractor will not discriminate against employees or applicants for employment because race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency

APPENDIX A

labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have (30) calendar days after service hereunder to complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Law §165. (Use of Tropical Hardwoods) prohibits purchase and use of tropical hardwoods unless specifically exempted, by the State governmental agency or political subdivision, from the provisions of this law. Qualification for exemption under this law will be the responsibility of the contractor to establish to the satisfaction of the State.

In addition, when any portion of this contract involving the use of woods, whether supplied by the Contractor or subcontractor, is to be performed by a subcontractor, the prime Contractor will inform and certify in the submitted bid proposal that the subcontractor has been informed and certified that compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must be approved by the State; otherwise, the Contractor may not be considered responsive. Under this law, the proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in Northern Ireland to conduct any business operation in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law) and shall permit independent monitoring and compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunity for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State business enterprises and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

APPENDIX A

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

14. Indicate the source of local matching funds (cash and/or in-kind contribution). Indicate the date when the funds will become available for use - **MUST BE AVAILABLE DURING CONTRACT YEAR**. For each cash and in-kind contribution, attach a resolution or letter of commitment from each contributing organization specifying the amount of the match, whether it is cash or in-kind, when it will be available, an original, dated signature, and what the purpose of the funds are. On the bottom of each attached resolution or letter, include the Zone name and **Application B, 5.2**, etc.

CASH:

Jurisdiction/Organization (Contributing Entity Name)	Amount of Cash Match	Date When Funds are Available (month/day/year)
1. Suffolk County	\$ 29,000 ✓	01/01/05
2. Town of Babylon	\$ 25,000 ✓	06/03/05
3. Town of Southampton	\$ 1,000 ✓	06/30/05
4.	\$	

TOTAL (MUST match Cash column total in APPENDIX B - Proposed Program Budget): \$55,000

IN-KIND:

Jurisdiction/Organization (Contributing Entity Name)	Amount of In-Kind Match	Time Frame that Services will be Available for Match (within contract period)
1. Town of Riverhead	\$ 24,000 ✓	Concurrent
2.	\$	
3.	\$	
4.	\$	

TOTAL (MUST match In-Kind column total in APPENDIX B - Proposed Program Budget): \$24,000

ZONE NAME: Suffolk County/Town of Riverhead **2005/2006**

CALVERTON ECONOMIC DEVELOPMENT ZONE COMMISSION
ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT entered into this 17th day of November, 1998, by and between the CALVERTON ECONOMIC DEVELOPMENT ZONE COMMISSION (CEDZC), a Local Board created pursuant to Article 18B of the General Municipal Law of New York State, with its directors appointed by the Town of Riverhead (TOR), having its office located at 200 Howell Avenue, Riverhead, New York 11901 and the TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY (CDA), a public benefit corporation, created under article 15 of the New York State General Municipal Law, having offices for doing business located at 200 Howell Avenue, Riverhead, New York 11901.

WITNESSETH

WHEREAS, the TOWN OF RIVERHEAD has been awarded Economic Development Zone status, by the New York State Economic Development Zone Board on June 3, 1998 (Zone) and as such has created the "Calverton Economic Development Zone Commission" consistent with the requirement for a Zone Administrative Board to carry out the local Economic Development Zone activity; and

WHEREAS, The CEDZC wishes to enter into a contract for services with the CDA for the CDA to provide all administrative services in connection with all local Economic Development Zone activity; and

WHEREAS, It is consistent with the purpose of the CDA and with Public Law 103-C337 of the United States Congress (10/94) to promote, assist, and pursue economic development of the CALVERTON ENTERPRISE PARK (CEP), formerly NAVAL WEAPONS INDUSTRIAL RESERVE PLANT (NWIRP) in the Town of Riverhead to achieve job creation, tax revenues and improved economic prosperity for the community of Riverhead; and

~~WHEREAS, The use of its rights and powers are deemed to be a public purpose essential to the public interest, and for which public funds may be expended; and~~

WHEREAS, The attraction of new industry, recreational and commercial enterprises, and tourism related facilities, encouraged by the Economic Development Zone Status is related to the general prosperity of the County, and will result in increased employment opportunities and an increase in the tax base; and

WHEREAS, Pursuant to Article 18B Section 963 Paragraph B-viii of the General Municipal Law of New York State, the CEDZC is authorized to contract with the CDA for the purpose of providing economic development and administrative service for the Zone, except loan and grant funds, lease payments and other payments duly authorized, and to annually appropriate funds and authorize payment thereof..

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein after set forth, the parties do hereby agree as follows:

ARTICLE I, AS TO THE COMMUNITY DEVELOPMENT AGENCY

The CDA shall provide Administrative Services for the CEDZC consistent with Article 18B Sections 955 through 969 of the General Municipal Law of New York State.

1. More specifically the CDA shall provide or cause to be provided by its agents, employees, representatives, contractors, or any other party necessary to carry out this agreement, the following services:
 - A. Develop and carry out the marketing and promotion of the Zone.
 - B. Assist companies within the Zone in applying for available benefits, preparation of applications for financial assistance, and other technical assistance services.
 - C. Develop and implement a strategic economic development zone plan as part of the overall strategic planning process of the Calverton Zone.
 - D. Coordinate the delivery of economic development programs within the Zone.

~~1-4~~
1-4

E. Operate such other economic development assistance programs in furtherance of the Zone, including efforts to ensure meaningful participation by minority and women owned businesses and Zone activities.

F. The CDA will provide additional administrative services as follows:

1. Assist in the preparation of the annual Zone operating budget.
2. Prepare and submit in a timely manner all required reports.
3. Attend regular and special meetings of the Zone Administrative Board and keep accurate and comprehensive records and minutes of those meetings.
4. Maintain accurate and comprehensive records of all Zone Activity.
5. Assist in the interviewing, hiring, and supervision of Zone administrative personnel.
6. Maintain a separate financial accounting system for the receipt and expenditure of funds with the approval of the CEDZC.
7. Ensure that the purchases of services and commodities adhere to State and local laws and regulations.
8. Provide office space, heat and light in-kind.
9. Provide quarterly and annual financial reports prepared by staff.
10. Annual audit provided.
11. Generally oversee the administrative functions of Zone.
12. Drawdown of funds on behalf of the CEDZC and expenditures thereof based upon activities authorized by the CEDZC.

ARTICLE II. AS TO THE CEDZC

1. In the event the CEDZC generates funds from Zone members or any other allowable source, the CEDZC will appropriate same to the CDA to carry out the economic development Zone program. The appropriation will be used solely to provide marketing, administrative services, and other activities the CDA may be involved in to further the purpose of the Calverton Economic Development Zone and may not be used for any other governmental purpose.

ARTICLE III. TERMINATION OF AGREEMENT

1. This agreement may be terminated by either party, at any time, by the delivery to the other party of a 60 sixty day written notice of termination of the Agreement, stating in good faith and for good and valid reasons why such party is terminating this agreement.
2. In the event of such termination the CEDZC and the CDA shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination.
3. Any notice required to be given to either party, in accordance with the terms of the Agreement shall be delivered in person or by first class mail, return receipt requested, at the address of such party as herinbefore set out.

ARTICLE IV. EXTENT OF AGREEMENT

1. This Agreement represents the entire Agreement between the Calverton Economic Development Zone Commission and the Town of Riverhead Community Development Agency. This Agreement may be amended only by written instrument signed by both parties, and such amendment shall be attached to this agreement.

ARTICLE V. TERM OF THIS AGREEMENT

1. The term of this agreement shall be on a year to year basis automatically renewed, terminated or modified.

IN WITNESS WHEREOF, This Agreement has been executed by the Calverton Economic Development Zone Commission and the Town of Riverhead Community Development Agency, and is effective from the day and year first above written.

The Calverton Economic Development Zone Commission:

By: *[Signature]* Date: 11/17/98
Chairman;

Town of Riverhead Community Development Agency:

By: *[Signature]* Date: 12/3/98
Chairman;

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING made this 3rd day of March, *John*

2003, by and between the TOWN OF RIVERHEAD, having its principal office at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "the Town") and the COUNTY OF SUFFOLK, having a principal office at the H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788 (hereinafter referred to as "the County").

WHEREAS, on September 16, 1997 the Suffolk County Legislature adopted Resolution No. 803-1997 setting forth zone boundaries and authorizing the Suffolk County Executive to submit an application for Economic Development Zone designation as primary applicant, and the TOWN as joint applicant adopted Local Law 12-1997 on September 29, 1997 which designated the boundaries of the zone, the Town Attorney as the ZONE certifying officer, and the generic composition of the Zone Administration Board ("ZAB"), which actions were taken in consultation with and upon the advice of the New York State Department of Economic Development ("DEPARTMENT")

WHEREAS, the DEPARTMENT reviewed the application, as submitted, and recommended approval, and designation of a portion of the Calverton Enterprise Park as an Economic Development Zone (subsequently renamed "Empire Zone" and hereinafter referred to as "ZONE"), was then made by the Empire Zone Designation Board, in June of 1998; and

WHEREAS, the composition of the Zone Administration Board has been constituted in accordance with the application and appointments made thereto by Resolutions of the Riverhead Town Board including Resolution #747 (1998), 1098 (1998), and 519 (1999), and in 1999 the COUNTY and TOWN agreed, with the concurrence of the DEPARTMENT, that the Chairperson of the ZAB shall be the County Executive's designee and that the balance of the ZAB would be maintained, as constituted by the TOWN;

WHEREAS, the DEPARTMENT has now determined, by letter dated January 13, 2003, that the COUNTY must adopt a Local Law to be in compliance with General Municipal Law Section 961, and regulations promulgated thereunder;

WHEREAS, a Boundary Revision Preapplication was submitted for the ZONE in 1999 requesting allocation of the 32 undesigned acres in the ZONE to downtown Riverhead, and including a detailed specific map of the area to be so designated;

WHEREAS, the COUNTY requested certain changes to the boundaries of the ZONE beginning in December 2001; and

WHEREAS, on June 5, 2002 the ZAB approved a proposal to include ZONE designation on 32 acres of downtown Riverhead, 25 acres in Riverside, 139.45 acres within the fence at Grumman and 48 acres at Gabreski Airport;

WHEREAS, on July 11, 2002, the ZAB submitted to the DEPARTMENT a Preliminary Boundary Revision proposal which requested that the 32 undesigned acres in the ZONE, together with 292.26 acres from within the ZONE shall be reallocated as approved at their June 5, 2002 meeting;

WHEREAS, a Public Hearing on the 2002 Preliminary Boundary Revision proposal was duly noticed for and held on September 3, 2002 by Resolution of the Town Board of Riverhead;

WHEREAS, on December 3, 2002, the Riverhead Town Board defeated Resolution #1209 (2002), which had support of the ZAB, and in its place adopted Resolution #1245 (2002), reflecting transfer of 61 acres to downtown Riverhead and 139 acres within the industrial area at Calverton Enterprise Park.

IT IS HEREBY AGREED, by and between the parties as follows:

1. The COUNTY shall enact a Local Law in accordance with General Municipal Law Section 961 designating the Riverhead Town Attorney as ZONE certifying officer, and designating the generic composition of the ZAB and the boundaries of the ZONE, to mirror the TOWN's own Local Law 12-1997. The TOWN shall adopt legislation amending the boundaries of the Empire Zone as detailed in numbered paragraph five (5) of this Memorandum of Understanding.
2. Neither the COUNTY nor the County Executive's designee to the ZAB shall take any action to reconstitute the ZAB other than that the Suffolk County Legislature shall appoint two (2) additional ZAB members to represent the two new zone areas, Wyandanch and Riverside. Any future appointments or filling of vacancies, other than that of the County Executive's designee, Wyandanch and Riverside representatives shall be made by the Riverhead Town Board.

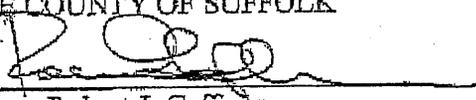
3. The TOWN's Community Development Agency is the entity authorized by the Zone Administrative Board (ZAB) to administer the ZONE, and shall continue to be such, recognizing that the ZONE administrators have full responsibility to promote and assist the development of businesses in those areas of Suffolk County covered by this Memorandum of Understanding, which are duly authorized subzones.
4. The Zone Coordinator will continue on the TOWN's payroll and will continue to report directly to the Director of the Community Development Agency in the Town of Riverhead.
5. A revised preliminary Boundary Revision application shall be submitted to the DEPARTMENT, upon approval by the ZAB, for which a Local Law must be adopted by the Suffolk County Legislature and the Riverhead Town Board, to include the following:
 - a. 61 acres to Downtown Riverhead
 - b. 139.5 additional industrially-zoned acreage within the Calverton Site
 - c. 25 acres to Wyandanch, Town of Babylon
 - d. 7 acres to Riverside, Town of Southampton
 - e. Approximately 2 acres in Riverside, Town of Southampton comprised of six lots with tax map designations: 0900-118-02-3.1,4,5,6,7,29
 - f. 48 acres at Gabreski Airport, Town of Southampton
 - g. These parcels total approximately 282.5 acres, with a total of 1137 retained at the Grumman property.

6. Areas to be undesignated will include 53.43 acres within the fence retained by the US Navy, 14.57 acres from the sewage treatment plant site, and 180.5 acres of runway surface and taxi-way on the 7000 foot runway. These parcels, combined with the originally undesignated 32 acres, total 280.5 acres. Upon completion of this boundary revision, no undesignated acreage will remain.
7. Administrative funding will continue for the July, 2002 – June, 2003 contract year with funding from NYS at \$47,000, Suffolk County at \$29,000 and Town of Riverhead at \$24,000. The Town of Babylon has committed \$25,000 annually for administrative funding. The Town of Southampton has committed to a pro rata share of funding based on the annual administrative budget of the Suffolk County Empire Zone, to be calculated based on 7 acres of zone designation out of a total 1280. Additional funding may need to be sought from the Suffolk County Legislature, the Riverhead Town Board, the Southampton Town Board and the Babylon Town Board for future contract years should administrative funding not be provided in the state budget.
8. The ZAB Chairperson will prepare a revised preliminary boundary revision application for submission to the DEPARTMENT which will include all DEPARTMENT requirements as set forth in the most recent preliminary application forms. The TOWN will provide detailed information to the ZAB Chairperson relating to the areas within the TOWN for designation and undesignation as stated above, including

maps, tax map numbers of all downtown parcels, draft resolution of the TOWN authorizing boundary revision application in accordance with draft language provided by the DEPARTMENT, and specific details regarding the 182.5 acres of runway and taxi-way areas for deletion of designation and sewage treatment plant area, including maps, tax map parcel numbers, metes & bounds, and/or coordinates.

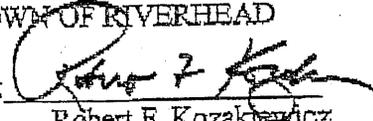
9. Upon adoption of appropriate authorizing resolutions by the Suffolk County Legislature and the Riverhead Town Board, and signatures of the chief elected officials of both jurisdictions, and the concurrence of the DEPARTMENT, this Memorandum of Understanding shall be deemed fully executed.

THE COUNTY OF SUFFOLK

By: 

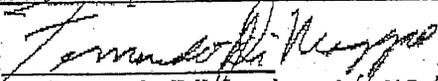
Robert J. Gaffney
County Executive

TOWN OF RIVERHEAD

By: 

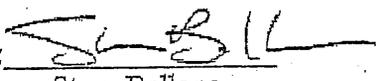
Robert F. Kozakiewicz
Town Supervisor

Concurred with by
THE NYS Department of Economic Development

By: 

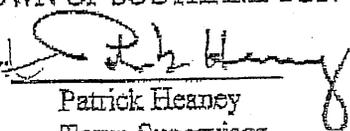
Fernando DiMaggio 4/23/03
Director, Empire Zones Program

Concurred with by
TOWN OF BABYLON

By: 

Steve Bellone
Town Supervisor

Concurred with by
TOWN OF SOUTHAMPTON

By: 

Patrick Heaney
Town Supervisor

Approved as to Form;
Not reviewed as to Execution

Robert J. Cimino
Suffolk County Attorney

By: 

Assistant County Attorney

B-116

11/17/98

CALVERTON ECONOMIC DEVELOPMENT ZONE COMMISSION
RESOLUTION #1
ADOPTED 11/17/98

Edwin Tuccio offered the following resolution which was

seconded by George Tvelia.

WHEREAS, by Article 18-B of the General Municipal Law of the State of New York, the Legislature authorized the designation of 40 Economic Development Zones; and

WHEREAS, by amendment of June 1996, the Legislature authorized additional zones; and

WHEREAS, by notification dated June 22, 1998, the state officially designated a portion of the Calverton site as an Economic Development Zone; and

WHEREAS, By Riverhead Town Board Resolution #747 dated August 18, 1998, the Riverhead Town Board established the Zone Administrative Board and designated the Directors thereof, and

WHEREAS, the Zone Administrative Board is authorized by its enabling regulations to enter into contract ^{with} an existing local redevelopment agency for administration of funds and other administrative functions and such authority is provided to the commission in Article IX of the by-laws of the Calverton Economic Development Zone Commission.

THEREFORE, be it resolved, that the Board of Directors hereby authorizes the Chairman to execute the attached agreement for the Town of Riverhead Community Development Agency, which delegates to the Community Development Agency various zone administrative functions.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be provided to the Town of Riverhead Community Development Agency, to the New York State Economic Development Zone office, Attention: Mr. Fred DiMaggio, and to the Town Attorney.

RESOLUTION NO. 72 JANUARY 28, 2003
SUPPORT AND CONCURRENCE WITH THE
SUFFOLK COUNTY EMPIRE ZONE
(FORMERLY ECONOMIC DEVELOPMENT ZONE)
REVISION APPLICATION

The following resolution was offered by Councilwoman Quirk
and seconded by Councilman Horsley:

WHEREAS, New York State has created the Empire Zones Program (formerly the
Economic Development Zone Program) to encourage industrial and commercial development in
selected municipalities across the State; and

WHEREAS, Suffolk County, as an eligible municipality, received designation of an
Empire Zone made up of sub-zones including portions of the Town of Riverhead; and

WHEREAS, New York State has amended the Zones program to increase benefits
and allow additional sub-zones; and

WHEREAS, Suffolk County intends to revise the Suffolk County Empire Zone
boundaries to encourage industrial and commercial development and to allow for the creation of an
additional sub-zone in the Town of Babylon; and

WHEREAS, the Town of Babylon is committed to the development of new
business within the proposed sub-zone; and supports the establishment of appropriate zoning
revisions regarding use and density which will enhance development potential within the proposed
Empire Zone area; and

WHEREAS, the Town of Babylon wishes to support and concur with the Empire
Zone revision application and is committed to sharing in the administrative costs of the proposed
Town of Babylon Empire Zone sub-zone in the amount of Twenty-Five Thousand and 00/100

B-18

(\$25,000.00) Dollars annually,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Babylon, in its capacity as governing body of the Town, does hereby support and concur with the Suffolk County Empire Zone revision application; and be it further

RESOLVED, that the Town of Babylon be and is hereby committed to sharing in the administrative costs of the proposed Empire Zone sub-zone in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars annually.

VOTES: 5 YEAS: 5 NAYS: 0
The resolution was thereupon declared duly adopted.

**EMPIRE ZONES PROGRAM
ADMINISTRATIVE FUNDING - 2005/2006
PROPOSED PROGRAM BUDGET**

FY 2005/2006

	(1)	(2)	(3)	(4)	(5)
LINE ITEMS	LOCAL SHARE		STATE SHARE		APPROVED GRANT AMOUNT
	Cash	In-Kind	*State	TOTAL	
<u>PERSONAL SERVICES:</u>					
Salaries	7,740	24,000	37,510	69,250	
Fringe Benefits	15,750			15,750	
<u>NON-PERSONAL SERVICES:</u>					
Supplies	230			230	
Travel	3,000			3,000	
Equipment Rental					
Equipment Purchases					
Real Estate Rental					
Telephone	2,000			2,000	
Utilities					
Postage	250			250	
Printing					
Consultant Services	23,830			23,830	
Strategic Planning (funds may not be Used for marketing purposes)					
Miscellaneous (specify)					
Outreach	1,000			1,000	
Contingency	1,200			1,200	
TOTAL BUDGET	55,000	24,000	\$37,510	\$116,510	

INSTRUCTIONS: Applicant to complete columns 1-4 only. Reconcile Columns 1, 2 and 3 to Column 4 to insure an accurate budget. * State share limited to a maximum of \$37,510

ZONE NAME: Suffolk County/Town of Riverhead

2005/2006

State Use Only Date:

If supplied information is inaccurate, provide corrections on this form and check box BELOW.
AREAS THAT ARE *ITALICIZED* NEED TO BE COMPLETED.

1. Name of Applicant: Town of Riverhead

2. * Contractor's Full Name: Town of Riverhead Community Development Agency

This name will appear on your contract - If name is incorrect, please make changes. (See 'B, 2(b) and Definitions 'G)

3. **Zone Administrative Board Chairman:** Jim Morgo Title: Commissioner, Econ Dev/Wkf Hsg

Affiliation: County of Suffolk
Address: P.O. Box 6100 H. Lee Dennison Building
Hauppauge, NY 11788
Phone: 6318534000 Fax: E-Mail:

Contact for contract administration: Andrea Lohneiss Title: Director

Affiliation: Town of Riverhead Community Development Agency, 200 Howell Avenue,
Riverhead, NY 11901
Phone: 631-727-3200 X 287 Fax: 631-853-6088

Zone Coordinator: Tracy Stark

Affiliation: Town of Riverhead Community Development Agency
Address: 200 Howell Avenue
Riverhead, NY 11901
Phone: (631) 727-3200 x373 Fax: 6312083023 E-mail: edz@riverheadli.com

4. County: Suffolk

5. Federal ID#: 11-6001935

6. *Charity Registration # (NFP Only):*

Assembly District #: 1

Representative(s) Name: Mark Alesse

Senate District #: 1

Representative(s) Name: Kenneth LaValle

9. *Indicate contractor classification (check one):*

Municipal Corp.

Not-for-Profit

List names and titles of all persons who have the authority to approve and/or sign the contract, vouchers, and contract modifications: (Please Type or Print)

Name Honorable Phil Cardinale

Title Supervisor TOR/Vice Chairman SC/TOR EZ

Name Jim Morgo

Title Chairman SC/TOR EZ

Name Andrea Lohniess

Title Director CDA

As Chairman of the Zone Administrative Board, I testify that the information provided herein is true and accurate. Further, I do hereby approve the submission of this administrative grant funding application.

Signature:

Jim Mergo Chair

Date:

11/15/05

* If other than applicant, attach ZAB resolution and label the bottom of each page, with the Zone name and Application Page 1-2, etc.

ZONE NAME: Suffolk County/Town of Riverhead

2005/2006

Application B - 2

CHECK BOX IF CHANGES WERE MADE TO ABOVE DATA:



11. The 200~~3~~⁴ Zone Annual Report, on file with the NYS Department of Economic Development EZ office on August 15, 2004, describes goals to be accomplished under this contract. Funds requested in this application must be used exclusively for the purposes and projects outlined in this Report.

12. If consultant services are used, provide the following information:

- Name and address
- Dollar amount of the work to be performed
- Description of the services to be provided
- Approximate time frame for services to be rendered

If additional pages are necessary, include the Zone name and **Application B – 3.1**, etc. on bottom of each page.

ZONE NAME: Suffolk County/Town of Riverhead

2005/2006

13. List EACH employee's name, title and total annual salary who will receive a portion of their compensation through Empire Zones Funds. In the last column, show the portion of the total salary that will be paid with Empire Zone's share and the local (cash and in-kind) share of funds. Add the share of Empire Zone Funds plus the share of local funds for each employee. The combined total of the last column must match the total of the salaries line (Local Cash/In-Kind Salaries and State/Salaries) on Appendix B, Proposed Program Budget. Do not include Fringe contributions in the calculation.

TITLE	NAME	TOTAL ANNUAL SALARY	SHARE OF EMPIRE ZONES FUNDS PLUS LOCAL SHARE
1. Empire Zone Coordinator	Tracy Stark	\$ 61,750	\$ 61,750
2. Community Development Director	Andrea Lohneiss	\$100,000	\$ 7,500
3.		\$	\$
4.		\$	\$
5.		\$	\$

Briefly describe the duties each employee will perform in relation to the administration of the Zones:

1. Tracy Stark is responsible for coordinating with the appropriate agencies, all EZ programs, reviewing applications and performing the cost benefit analysis for zone benefits, managing programs & human resources preparing budget & annual reports, marketing & public relations of the zone, and the daily operation of the zone and it's office. She is responsible to the Zone Administrative Board and the Supervisor to the Town of Riverhead. She is an employee of the Town of Riverhead.

2. Andrea Lohneiss is the Director of the Community Development Agency for the Town of Riverhead. Ms Lohneiss oversees the administration of the zone. She is an employee of the Town of Riverhead and is responsible to the Supervisor for the Town of Riverhead.

3.

4.

ZONE NAME: Suffolk County/Town of Riverhead

2005/2006

RESOLUTION: 2005-1456
CATEGORY: Budget & Finance
SPONSORED BY: Supervisor Patrick Heaney
DEPARTMENT: Supervisor

Authorizing Administrative Payment for Empire Zone

WHEREAS, New York State has created the Empire Zone Program to encourage economic development in select municipalities throughout the State; and

WHEREAS; Suffolk County as an eligible municipality received designations for Empire Zone credits in sub-zones within the Town of Southampton; and

WHEREAS; administrative expenses for operation of the Empire Zone are split among the State, County and Towns and the Town of Southampton's total pro rata share is calculated to be \$1,000 based on it's proportion of total Empire Development Rights; therefore be it

RESOLVED, that the Town Board of the Town of Southampton authorizes \$1,000 for Empire Zone administrative costs from GL Code 01-10-1220-20-6401-1001 (Contracts--Hamlet Services) for the contract year (July 2005 to July 2006) and directs the Town Clerk to forward a copy of this resolution to Tracy Stark, Empire Zone Coordinator and James Morgo, Director of Economic Development for Suffolk County.

✓ Vote Record - Resolution 2005-1456						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Patrick Heaney	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nancy Graboski	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Dennis Suskind	Secunder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Steven Kenny	Initiator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Linda Kabot	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B-2D

This resolution was DULY ADOPTED on October 04, 2002 10:00 AM

RESOLUTION: 1359
CATEGORY: MISCELLANEOUS
SPONSORED BY: Sponsor Heaney
TITLE: RESOLUTION OF ADMINISTRATIVE SUPPORT FOR THE SUFFOLK COUNTY EMPIRE ZONE IN RIVERSIDE

WHEREAS, New York State has created the Empire Zone Program, formerly known as the Economic Development Zone Program, to encourage industrial and commercial development in selected municipalities across the State; and

WHEREAS, Suffolk County, as an eligible municipality, received designation of an Empire Zone at Calverton in the Town of Riverhead; and

WHEREAS, this Town Board has supported an application revising the boundaries of the Empire Zone at Calverton to include a portion of the Riverside community within an Empire Zone subzone as part of a proposed Maritime Planned Development District; and

WHEREAS, administrative expenses for operation of the Empire Zone are currently split among New York State (50%), the County of Suffolk (25%), and the Town of Riverhead (25%); and

WHEREAS, it is the intention of the Town Board of the Town of Southampton to contribute, on a pro rata basis, to those administrative costs once the boundary revision has been approved by New York State; and now

THEREFORE BE IT RESOLVED, that the Town Board of the Town of Southampton supports a pro rata sharing of the town portion of administrative expenses relative to the 25 acre Empire Zone designation being proposed for the Riverside community.

B-21



November 7, 2005

Tracy Stark, Empire Zone Coordinator
Suffolk County/Town of Riverhead Empire Zone
200 Howell Avenue
Riverhead, New York 11901

Dear Ms. Stark:

Please be advised that Suffolk County has included in its 2006 Recommended Budget \$29,000 as its commitment to funding Suffolk County/Town of Riverhead Empire Zone.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jim Margo".

Jim Margo
Commissioner

JM/kmb



Steve Lavy
County Executive

Jim Margo
Commissioner

B-22



TOWN OF RIVERHEAD

PHIL CARDINALE, SUPERVISOR

200 HOWELL AVENUE
RIVERHEAD, NEW YORK 11901
(631) 727-3200 EXT. 251
FAX (631) 727-6712
WWW.RIVERHEADLI.COM

November 18, 2005

Tracy Stark, Empire Zone Coordinator
Suffolk County/Town of Riverhead Empire Zone
200 Howell Avenue
Riverhead, New York 11901

Dear Ms. Stark:

Please be advised that the Town of Riverhead has included \$24,000 in its adopted budget for 2006 as its commitment to funding the Suffolk County/Town of Riverhead Empire Zone. The town adopted a budget for 2005 in the amount of \$29,000 for administrative funding of the Empire Zone. This funding is composed of cash and in-kind services.

Thank you.

Sincerely,


Phil Cardinale
Supervisor

B-23

962. Economic development zone development plan

An economic development zone development plan shall be filed with the commissioner and with the local economic development zone administrative board, and shall demonstrate the methods by which the applicant intends to promote the development of new business and the expansion of existing business within the economic development zone and shall include, but shall not be limited to:

- (a) a statement indicating how economic development zone designation would assist in the revitalization of the area in which such zone is proposed to be located;
- (b) a description of the method by which industrial development agencies or other public finance agencies shall grant a preference for allocation of private activity bonding authority for projects located in the proposed economic development zone;
- (c) a description of proposals for infrastructure improvements and investments and a timetable for their completion;
- (d) a statement identifying those local tax incentives proposed to be offered within the zone;
- (e) a description of a procedure to expedite the issuance of any required local permits or licenses;
- (f) a description of other activities to be undertaken by municipal agencies, business entities, not-for-profit corporations, community-based organizations or any other persons, which are designed to promote private sector business investment and job development in the economic development zone and a description of the job training or job placement services to be made available to economic development zone residents in need of such training or services;
- (g) an inventory of real property located within the proposed economic development zone that is owned by a municipality or the state and is currently unused by the municipality or the state;
- (h) a description of the business development programs and services to be available to stimulate the creation of new small businesses, including new small and minority and women business enterprises;
- (i) a description of efforts that will be undertaken to prevent or discourage the displacement of residents of the proposed economic development zone;
- (j) a description of activities designed to ensure the meaningful participation of minority-owned and women-owned business enterprises in economic development zone activities;
- (k) a description of provisions for the participation of not-for-profit business corporations in the development of the plan and in strategies for implementation of the plan;
- (l) a description of the marketing strategy to be employed by the applicant to promote business development in the zone and the resources to be committed by the applicant and other organizations to the implementation of such strategy;
- (m) a description of the method by which the applicant will evaluate the success of any activities to be undertaken in the proposed economic development zone, provided, however, that the applicant shall take into consideration the factors upon which the selection of the area was based in any evaluation;

- (n) a description of provisions for participation and allocation of funds by the affected service delivery area private industry council and administrative entity established pursuant to the job training partnership act (P.L. 97-300¹, as amended) to provide job training in the zone;
- (o) a statement of the reasons why the particular geographic configuration of the zone was selected;
- (p) a description of the structure and duties of the local zone administrative board to be established within each economic development zone as provided in section nine hundred sixty-one of this article;
- (q) a description of the special programs to be operated by educational institutions and other training entities in the area to prepare and train zone residents for employment by businesses located within and outside the zone;
- (r) a statement from the appropriate regional economic development council setting forth the specific resources to be allocated for business development in the zone.
- (s) a description of facilities for licensed and certified child day care for children of persons engaged in training for employment in, or employed in, the zone;
- (t) a description of specific strategies and priorities for economic revitalization of the zone and of indicators to be used to measure performance against objectives;
- (u) a statement of human resource development goals for the economic development zone and specific strategies for achieving them;
- (v) a description of how the applicant will use zone designation to coordinate economic development programs and providers at the local level to service the zone;
- (w) a description of the organizational actions to be taken by the local economic development zone administrative board and zone administrative entities to implement specified business, community and human resource development goals and strategies;
- (x) a description of the financial commitments which the applicant is prepared to make to the zone, including, but not limited to, specific commitments for infrastructure improvements;
- (y) a description of how the local economic development entities, as described in paragraph (xii) of subdivision (b) of section nine hundred sixty-one of this article will integrate its services to allow for the best possible economic development support for the zone;
- (z) any zone designated prior to the enactment of this paragraph shall submit a new development plan, as defined pursuant to this section, in conjunction with the requirements set forth in subdivision (d) of section nine hundred fifty-seven of this article which the commissioner shall approve or disapprove such plan within ninety days of submission;
- (aa) the development plan established pursuant to this section shall be resubmitted by the local zone administrative board as economic conditions change within the zone, or when other factors trigger a need for a change in the development plan as determined by the local zone administrative board;

- (bb) a description of specific strategies and actions taken by the local empire zone administration board and zone administrative entities to integrate economic goals with the objectives of community well-being and environmental protection, such as open space protection, that will promote new development patterns in order to take advantage of resources and opportunities, such as existing public sewer and water infrastructure, without compromising the needs of future generations; and
- (cc) a cost benefit analysis which must be used by the local empire zone certification officer when determining whether to certify a business pursuant to subdivision (a) of section nine hundred sixty-three of this article.

(Added L. 1986, c. 686, § 1; amended L.1990, c. 624, §§ 11, 12; L.1993, c. 708, §§ 11, 12.)

¹ 29 USCA § 1501 et seq.

shall:

(i) develop short-term goals for zone activities on an annual basis;

(ii) prepare, or cause to be prepared, an annual report and submit copies to the department of audit and control, department of taxation

and finance, the temporary president of the senate, the speaker of the assembly and department of economic development on or before the first day of July next succeeding the year to which the report pertains, regarding economic development zone activities, including information which would allow for substantive review of the zone's strategies and progress of the zone in meeting its short-term objectives, and an analysis of the extent to which the long-term goals set forth in the economic development zone application have been met. The zone administrative entities and other local officials and agencies shall fully cooperate with the zone administrative board in the annual performance review and in the board's performance of its other duties. Local officials, state agencies, and certified businesses shall provide information requested by the zone administrative board which is necessary for such review. Such report shall also include a current description of the specific strategies and priorities for economic revitalization of the zone, including, but not limited to: the number of jobs created; the number of jobs retained; the amount of private capital leveraged with public funds; the number of businesses expanded or retained and new businesses created, and the type of businesses expanded, retained or created, as well as consideration of the improvements in the physical infrastructure of the zone. The commissioner shall promulgate rules and regulations to set forth standards to be used to measure performance against objectives on an annual basis in order to facilitate the requirements of this paragraph;

(iii) undertake efforts to ensure meaningful participation by minority-owned and women-owned business enterprises in economic development zone activities;

(iv) enter into an agreement with the office of business permits and regulatory assistance to participate in a business permit assistance program to be provided to applicants for business permits required by the state or a county, city, town or village for a business undertaking, project or activity in an economic development zone;

(v) enter into agreements with the commissioners of economic development, labor, and social services, local departments of social services, and local education agencies as defined in paragraph (b) of subdivision one of section three thousand thirty-two of the education law, local community-based organizations, private employers, labor unions, the administrative entity and private industry council for the service delivery area established under the job training partnership act (P.L. 97-300, as amended) that includes the economic development zone, and any other person or state or federal agency for the purpose of establishing, implementing and coordinating job training programs for workers and businesses to be located in an economic development zone; provided, however, that (A) any agreement to establish a job training program designed to meet the specific needs of a private employer shall require such employer to retain in its employ for not less than six months an employee who has satisfactorily completed a course of training for a particular job opening unless

for misconduct or other good cause; (B) any job training program established pursuant to this section shall make use of the community service division of the labor department as well as other sources for the purpose of recruitment;

(vi) in cooperation with local social services officials, establish a job training opportunities program sponsored by private employers in accordance with the provisions of section one hundred sixty-four-b or three hundred fifty-1 of the social services law;

(vii) enter into agreements with local departments of social services or community-based organizations to facilitate the provision of ancillary or enhanced social services, including licensed and certified child day care, in any such zone;

(viii) ensure that job training programs meet standards of instructional quality established in regulations promulgated by the commissioner of education;

(ix) organize or use an existing human resource development network within the zone, including a committee of representatives of human resource agencies and organizations serving the zone, organized labor and business representatives, to develop strategies and activities for improving the coordination and delivery of human services to residents of the zone and zone businesses;

(x) prepare and implement a small business development and assistance plan;

(xi) in conjunction with zone administrative entities, develop and implement a system for continuous monitoring and evaluation of zone performance at the local level consistent with the guidelines set forth in subdivisions (l) through (p) of section nine hundred fifty-nine of this article;

(xii) provide within the zone, or contract with a new or existing community-based local development corporation or entity to provide, strategic economic development planning for the zone, marketing and promotion of the zone, assistance to companies in applying for available benefits, preparation of applications for financing assistance and other technical assistance services; coordination of the delivery of state and local programs within the zones; and operation

of such other economic development assistance programs in furtherance of the economic development zone development plan as may be appropriate. Provided, however, within the amount appropriated therefor and allocated by the director of the budget, the commissioner, through annual administrative contracts, shall, to the maximum extent feasible, make equally available financial support, through contracts or other means, to assist with the administrative expenses of the local zone administrative bodies or community-based development organizations. No funds shall be made available for this purpose unless the amount to be provided has been matched by private or governmental sources, other than state sources; in amounts at least equalling that to be provided by the state. Such matching funds shall be earmarked and used exclusively for the local administration of the zone program or for activities of the zone program. At least fifty percent of such matching funds shall be in cash, provided that the commissioner may waive this requirement for communities with populations of twenty-five thousand or less, and provided, further, that any amounts appropriated for minority and women-owned business development within the zones shall be distributed by the commissioner pursuant to a competitive proposal solicitation process.

(c) The annual report of the local economic development zone administrative board required by subdivision (b) of this section shall, subject to the tax secrecy provisions referred to in subdivision (d) of this section, include, but not be limited to, the following information with respect to the year immediately preceding the year which is the subject of the report:

(i) a complete list of all property within the zone, if any, granted an exemption under section four hundred eighty-five-e of the real property tax law, together with the assessed value thereof and the amount of such exemption, for each municipal corporation which granted such exemption. Such list shall also set forth for each municipal corporation granting such exemption: (1) the tax rate for the year to which the report pertains; (2) the amount of real property tax that would have been paid in the aggregate by the owners of real property granted an exemption under section four hundred eighty-five-e of the real property tax law if the property was fully taxable at that rate; and (3) the amount of tax actually paid in the aggregate by such owners;

(ii) the total incremental value, if any, as defined in subdivision (e) of section nine hundred sixty-seven of this chapter, of taxable real property in each city, town, village or county within the economic development zone, together with the total amount of tax increments which are segregated pursuant to subdivision (g) of such section;

(iii) the total dollar value of the refund or credit of taxes imposed pursuant to the authority of article twenty-nine of the tax law on receipts from the sale of certain materials used in constructing, expanding or rehabilitating certain business property located in the economic development zone, as authorized by clause six of subdivision (a) of section eleven hundred nineteen of the tax law;

(iv) the total dollar value of the refund or credit of taxes imposed under article twenty-eight of the tax law on receipts from the sale of materials used in constructing, expanding or rehabilitating certain business property located in the economic development zone, as authorized by clause six of subdivision (a) of section eleven hundred nineteen of the tax law;

(v) the number of taxpayers claiming each of the following tax credits or refunds, together with the total amount of each credit claimed by taxpayers in the aggregate against their taxes in the year to which the report pertains, resulting from taxpayer activity in the economic development zone or investments made by taxpayers in the capital corporation established for that economic development zone:

(A) credits against the tax imposed under article nine-A of the tax law, based on investments in certain eligible property in an economic development zone, as authorized by subdivisions twelve-B and twelve-C of section two hundred ten of the tax law;

(B) credits against the tax imposed under article twenty-two of the tax law, based on investments in certain eligible property in the economic development zone, as authorized by subsection (j) of section six hundred six of the tax law;

(C) credits against taxes imposed under articles nine-A, twenty-two, thirty-two and thirty-three of the tax law, based on wages paid to certain employees employed by a business located in an economic development zone, as authorized by subdivision nineteen of section two hundred ten, subsection (k) of section six hundred six, subsection (e) of section fourteen hundred fifty-six and subdivision (g) of section fifteen hundred eleven, respectively, of the tax law;

(D) credits against the tax law imposed under articles nine-A, twenty-two, thirty-two and thirty-three of the tax law, based on investments in the stock of an economic development zone capital corporation, as authorized by subdivision twenty of section two hundred ten, subdivision (1) of section six hundred six, subsection (d) of section fourteen hundred fifty-six, and subdivision (h) of section fifteen hundred eleven of the tax law;

(vi) the total amount of reductions in utility costs of non-retail business customers in the economic development zone, as authorized by subdivision eight of section one hundred eighty-six-a of the tax law;

(vii) a statement summarizing all amounts received as, and expenditures made from, financial support for administrative expenses pursuant to paragraph (vii) of subdivision (b) of this section; and

(viii) any other information regarding economic development zone activities which the department of economic development may require upon its own request or that of the department of audit and control, department of taxation and finance, or the legislative commission on expenditure review.

In addition to the information required by paragraphs (i) through (viii) inclusive of this subdivision, such report shall also set forth, with respect to all previous years for which reports were issued, a cumulative summary of the total amount of real property taxes that would have been received by each municipal corporation within the zone if the real property granted an exemption under section four hundred eighty-five-e of the real property tax law had been fully taxed at the tax rate for the appropriate year, the total amount of tax increments segregated for infrastructure improvements by each city, town, village or county within the zone, the total amount of each of the credits or refunds set forth in paragraphs (iii) through (vi) of this subdivision for activities or investments within the zone, and the total amounts received and expenditures made from any financial support pursuant to paragraph (vii) of subdivision (b) of this section.

TOWN OF RIVERHEAD

2005 AMBULANCE ACQUISITION CAPITAL PROJECT

BUDGET ADOPTION

RESOLUTION # 1063

Councilman Bartunek offered the following resolution,
which was seconded by Councilwoman Blass

BE IT RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
406.095710.494200.40128	Serial Bond Proceeds	150,000	
406.045400.524100.40128	Ambulance Acquisition		150,000

THE VOTE

Bartunek Yes No

Sanders ^{absent} Yes No

Blass Yes No

Densieski Yes No

Cardinale Yes No