

Town of Riverhead Community Development Agency

Adopted

Resolution # 6

Authorizes Chairman to Execute Contract with New York State Department of Economic Development

Member **COUNCILMAN CARDINALE** offered the following resolution,

which was seconded by Member **COUNCILMAN KENT** :

**WHEREAS**, an area of the Town of Riverhead has been designated an economic development zone pursuant to Section 958 and 960 of the General Municipal Law; and

**WHEREAS**, the Town of Riverhead has established a local an economic development zone pursuant to Section 957and 963 of the General Municipal Law; and

**WHEREAS**, the New York State Department of Economic Development is empowered by Section 963 of the General Municipal Law to provide financial support for the administrative expenses of local zones; and

**WHEREAS**, the Community Development Agency (CDA) is the administrative agent for the Calverton Zone Administrative Board for the application and administration of the authorized financial assistance; and

**WHEREAS**, New York State Department of Economic Development has provided a contract for the 1998-1999 grant in the amount of \$39,180 to be expended in full by June 30, 1999.

**THEREFORE, BE IT RESOLVED**, that the CDA authorizes the Chairman to execute the attached agreement with the New York State Department of Economic Development for the provision of New York State funds to support the Calverton Economic Development Zone.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss and EDZ Coordinator Gloria Ingegno.

The Vote:

- Member Cardinale   X
- Member Kent   X
- Member Kwasna   Absent
- Member Lull   X
- Chairman Villella   X

AGREEMENT dated as of September 1, 1998, by and between the NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT, with offices located at One Commerce Plaza, 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, New York 11901 (the "Contractor").

WHEREAS, an area of Riverhead, Suffolk County, New York has been designated as an economic development zone (the "Zone") pursuant to Sections 958 and 960 of the General Municipal Law; and

WHEREAS, the Town of Riverhead Community Development Agency (the "City") has established a local economic development 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 economic development zone administrative boards; and

WHEREAS, the Commissioner of the Department is empowered by Section 959 of the General Municipal Law to coordinate, with local economic development zone administrative boards, the provision of business development programs and services for economic development 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 1998-99 New York State Budget appropriated \$2,900,000 to the Department for grants to local economic development 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) prepare, update and implement, after consultation with the Department, a strategic economic development plan, commonly known as the Zone Annual Program Plan as described in Section 963(b)(i) of the General Municipal Law, for the Zone, which enumerates program objectives and specific service goals to be accomplished and the process to be used to monitor and evaluate performance against such goals and objectives, and which further conforms to the Zone development plan requirements of Section 962 of the General Municipal Law, 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 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 September 1, 1998, and terminating June 30, 1999.

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 Control Officer (the "DPC Officer") shall be the Economic Development Zones Program Director or his/her designee. All appointments of staff are subject to the review and approval by the DPC Officer.

C. Reports.

1. The disbursements provided for by Article III of this Agreement are contingent upon the receipt and approval by the DPC Officer of the progress and financial reports, zone annual program plan, business annual reports by March 1, 1999, and the zone annual report by May 1, 1999. 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 progress and 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.

(a) The Contractor shall submit progress reports to the DPC Officer which shall contain, but not be limited to, a discussion and analysis of the progress of the services specified in Article I.A.1 (a) of this Agreement and such further information, explanation, or recommendations as may be requested by the DPC Officer. A zone annual program plan, described in Section 963(b)(i) of the General Municipal Law, shall be submitted by September 15, 1998. It shall cover the period from September 1, 1998, through June 30, 1999. A Mid-Year Progress Report shall be submitted by January 15, 1999. The Year-End Progress Report for the contract year shall be submitted by July 15, 1999.

(b) The Contractor shall submit to the DPC Officer 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 DPC Officer and the Department's Finance Officer within a reasonable period of time after June 30, 1999 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 DPC Officer and the Department's Finance Officer represent true and accurate costs and reimbursements.

(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 DPC Officer of all meetings of the Contractor's governing body and shall forward to the DPC Officer a copy of minutes of all such meetings.

2. The DPC Officer, 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 \$2,500.00 but does not exceed \$5,000.00, shall be made with the approval of the DPC Officer. 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 \$5,000.00, shall be made with the approval of the DPC Officer, 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.

(b) Bidding shall not be required where the Contractor submits to the DPC Officer information sufficient to establish that the property to be purchased is available only from a single source. However, such sole source purchases must have the prior approval of the DPC Officer.

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.

(a) 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 DPC Officer. 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 DPC Officer 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 DPC Officer.

B. Selection Procedure.

1. In the event that the DPC Officer approves the use of a subcontractor or consultant, such services shall be contracted for according to the following procedure:

(a) Where the cost of the subcontractor or consultant services to be contracted for will exceed \$5,000.00, the Contractor shall invite bids for such services and choose the lowest responsible bidder, all subject to the written approval of the DPC Officer. Prior to soliciting bids, the public bidding plan shall be presented to the DPC Officer for approval.

(b) 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 DPC Officer.

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, the Department shall pay to the Contractor a sum not to exceed THIRTY-NINE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$39,180), 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 DPC Officer of the required progress and financial reports, zone annual program plans, business annual reports, and the 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), 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 Zone Annual Program Plan, encouraged businesses to create jobs and/or invest in their zone facilities, and have otherwise performed the duties of the office;
- (2) been accountable to this office in submitting the required reports outlined in this contract on a timely basis; and
- (3) demonstrated a commitment to the success of the zone in such areas as using new and innovative methods to promote the zone, upgrading the skill and capacity of the zone office through activities conducted by this Department, and in providing appropriate and necessary services to the zone community.

The level of future contract considerations (dollars allotted to the zone) depend upon this year's zone performance as measured by the criteria established in this paragraph.

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.

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 DPC Officer. 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 funds for any purpose not provided for in the Budget. In the event that the Contractor spends or uses 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 Economic Development 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 DPC Officer 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.

G. Failure to Commit Funds.

If the Contractor shall fail to commit funds for any part of the Budget during the term of this Agreement or at the level of expenditures indicated in said Budget, the Department, in its sole discretion, may reduce the total amount of funds authorized under the Budget by the amount not expended, by informing the Contractor in writing of the amount of the reduction and the items in the Budget which are to be reduced.

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;
4. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement; or

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 report in writing to the DPC Officer any grants, commitments or funds received by the Contractor for the services to be provided by the Contractor pursuant to this Agreement, from any source, governmental or non-governmental, other than the grant of funds received under this Agreement and the funds noted in Appendix B. Such report shall include a copy of the proposal and

Budget, if any, upon which such grant, commitment or funding was made, and shall be delivered to the Department within twenty (20) days from the date of the approval of such funding.

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 by giving the Contractor five (5) days 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 DPC Officer.

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 DPC Officer 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 necessary cancellation expenses, including rent, if applicable, for a period not to exceed thirty (30) days;

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

6. refunding to the Department, within thirty (30) days of the receipt of a notice of cancellation, any unexpended funds held by the Contractor which have been received from the Department pursuant to this Agreement; provided, however, 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 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. SPECIAL ADDITION

The State will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of the Community Project Fund if insufficient monies are available for transfer to such account of the Community Project Fund after required transfers pursuant to §99-d (3) of the State Finance Law.

XIV. 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 \_\_\_\_\_

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

\_\_\_\_\_  
Howard Brown, Director, Office of Fiscal Management

DATED: \_\_\_\_\_

TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT  
AGENCY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

FEDERAL ID NO.: 11-6001935

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of the Town of Riverhead Community Development Agency the municipal corporation which executed this contract; and that (s)he executed the contract by order of the governing body of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

## STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

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 6218 of the Education Law), if this contract exceeds \$10,000 (\$20,000 for certain SUNY and CUNY 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, 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.
- 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.** In accordance with 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, age, disability 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 public work or for the manufacture, sale or distribution of materials, equipment or supplies, 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, color, disability, sex or national origin: (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. If this is a 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, sex 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 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due 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's 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 statutes, except as otherwise provided in the Labor Law and 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 pay or provide the prevailing supplements, including the premium rate for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- 7. NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the 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.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of 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;

(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, 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 Department of Economic Development's Division 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 XI-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 change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**ECONOMIC DEVELOPMENT ZONES PROGRAM  
ADMINISTRATIVE FUNDING - 1998/1999  
PROPOSED PROGRAM BUDGET**

FY 1998/99

	(1)	(2)	(3)	(4)	(5)
LOCAL SHARE					APPROVED GRANT AMOUNT
	Cash	In-Kind	*State	TOTAL	
<b><u>PERSONAL SERVICES:</u></b>					
	\$18,000	\$10,000	\$20,000	\$48,000	
Salaries	\$ 4,000		\$ 5,000	\$ 9,000	
Fringe Benefits					
<b><u>NON-PERSONAL SERVICES:</u></b>					
Supplies			\$1,080	\$ 1,080	
Travel	\$2,000		\$2,000	\$ 4,000	
Equipment Rental					
Equipment Purchases			\$ 350	\$ 350	
Real Estate Rental					
Telephone		\$ 1,680		\$ 1,680	
Utilities					
Postage		\$500		\$ 500	
Printing	\$1,000		\$3,250	\$ 4,250	
Consultant Services	\$2,000		\$7,500	\$ 9,500	
Miscellaneous (specify)					
1.					
2.					
3.					
4.					
<b>TOTAL BUDGET</b>	\$27,000	\$12,180	\$39,180	\$78,360	

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 \$ 39,180

ZONE NAME: Riverhead EDZ

1998/1999

State Use Only Date:

6/13/98

Town of Riverhead

Resolution # 747

Establishes Economic Development Zone Administrative Board

COUNCILMAN KENT

offered the following resolution.

which was seconded by COUNCILMAN LILL

WHEREAS, the Riverhead Town Board by Resolution #305 dated September 9, 1997 authorized submission of an application to New York State Empire State Development Corporation for designation of the Calverton Enterprise Park as an Economic Development Zone (EDZ); and

WHEREAS, on June 3, 1998 Governor Pataki did announce the designation of new zones to include the Calverton Enterprise Park, Town of Riverhead, Suffolk County, and

WHEREAS, the implementation of Economic Development Zones requires certain actions by the municipality including the establishment of a Zone Administrative Board to be responsible for the day-to-day operations of the zone and its programs; and

WHEREAS, the board must include representative of local businesses, organized labor, community organizations, financial institutions, local educational institutions and residents, as well as the Town Supervisor, Riverhead Development Corporation representative, Community Development Agency (CDA) Director and local utility representative; and

WHEREAS, the EDZ program provides for administrative funds with a required 50% match for 9/98 through 6/99; New York State funds in the amount of \$39,180.

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby establishes the Calverton Enterprise Park Zone Administrative Board for administration of the Calverton Enterprise Park EDZ to include:

- Edwin Tuccio local business (Edwin Tuccio Real Estate)
- John Kennedy organized labor (Building and Construction Trades Council)
- Donald Rein community organization (Chamber of Commerce)
- Thomas Kohlmann financial institution (Suffolk County National Bank)
- Barbara Ripel educational institution (Suffolk County Community College)
- Ann Miloski resident (Timber Park)
- Vincent Vilella Supervisor
- Harvey Heilering RDC Board of Directors

THE VOTE

Cartrata  Yes  No  Yes  No

Kwasna  Yes  No  Yes  No

Vilella  Yes  No

THE RESOLUTION WAS  WAS NOT

13. Describe how this funding will allow the Zone to accomplish its goals. (See §A and §B 2(c) of the Application Guidelines.) If additional pages are necessary, include the Zone name and Appendix B Page 2-2, etc. on the bottom of each page.

The proposed budget will allow the Calverton EDZ to sufficiently market EDZ programs to prospective tenants. The majority of funding will pay for a Zone Coordinator who will be charged with marketing the program and working with tenants to be sure that the EDZ program benefits are being used to their fullest potential, thereby maximizing the redevelopment of the Calverton site. A consultant will be hired to develop a marketing brochure.

Specific goals of the Calverton EDZ include:

- 1) The employment of 500 people by the end of the first year of the Zone's existence. Therefore, the Town of Riverhead hopes to increase the level of employment by 25% a year until the ultimate goal of 3,000 employees is achieved within 10 years;
- 2) leverage the physical attributes and special incentives of the zone to enhance the quality of life and contribute to the economic development of the region;
- 3) diversify the economic base of the zone;
- 4) establish a strong identify for the Calverton EDZ;
- 5) improve coordination among local, county, regional state and federal business development programs;
- 6) assist minority and women business enterprises (MBE/WBE) and small businesses (with less than 20 employees) in overcoming barriers to starting up within the Zone;
- 7) improve coordination among local, county regional, state and federal business development program; and
- 8) assess and develop the infrastructure needed to support business development in the zone.

JOB DESCRIPTION FOR EDZ COORDINATOR POSITION  
ECONOMIC DEVELOPMENT ZONE COORDINATOR

General Statement of Duties

The Economic Development Zone Coordinator will be responsible for coordinating with the appropriate agencies, all Economic Development Zone programs, preparing and reviewing applications for Zone benefits on behalf of private businesses, managing the ED Zone Service Center, marketing the Zone programs and preparing the budget and grant applications to maintain the operation of the ED Zone Office. The Coordinator will be responsible to the Administrative Board of the Zone and will be an employee of the Department of Community Development.

Examples of Work

Assists the Economic Development Zone Board in establishing policies relating to zone goals and objectives.

Monitor all services provided through the Zone program including job training, day care, economic development, financial incentives, and minority business development. Work with agencies providing each service to assure the need, coordinated delivery and high quality of the service.

Prepare all necessary documentation for private business to qualify for State of New York and Riverhead Zone benefits. Assist participants in completing application forms, reviews applications prior to submission for certification.

Maintains and expands liaison with the business community in order to market the Zone program and increase economic development in the Zone. Oversee an extensive promotional campaign to market the Economic Development Zone to the local and national business community.

Prepares grant applications and the Zone's annual budget and annual narrative report. Conduct survey, community meetings and seminars to publicize and explain the program and to encourage participation and maximum benefit for the Town of Riverhead.

Perform any other related duties as assigned by the Town Supervisor and/or his designee.

Acquired Skills Knowledge and Abilities

1. Ability to write well and easily.
2. Knowledge of general business practices.
3. Ability to relate to a wide variety of people.
4. General knowledge of social service and job training programs.
5. Ability to prepare and manage budget.

Minimum Qualifications: Either:

- a. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree and one (1) year of responsible experience in sales management, real estate, business management, economic research, banking, community planning, public administration or other field related to industrial and/or economic development; or
- b. Five (5) years of experience as described in (a) above; or
- c. An equivalent combination of training and experience as defined by the limits of (a) and (b) above.

15. If consultants are to be used, describe the type of services to be provided, the approximate time frame for services to be rendered and the name(s) of firms, if known, as described in §B.2. e. If additional pages are necessary, include the Zone name and Appendix B, Page 4-2, etc. on bottom of each page.

It is anticipated that a consultant will be hired within the first six months of the contract period to produce a marketing brochure to easily explain available EDZ benefits to prospective tenants. The Town of Riverhead will seek proposals from a variety of qualified vendors through a required Request for Proposals (RFP) process.

**ZONE NAME: Riverhead EDZ**

**1998/1999**



# TOWN OF RIVERHEAD

COMMUNITY DEVELOPMENT AGENCY

ANDREA LOHNEISS, DIRECTOR

300 HOWELL AVENUE  
RIVERHEAD, NEW YORK 11801  
(516) 727-8880 EXT. 317

VINCENT G. VILLELLA, CHAIRPERSON  
MARK A. KWASNA, MEMBER  
JAMES S. LULL, MEMBER  
PHIL CARONALE, MEMBER  
CHRISTOPHER E. KENT, MEMBER  
ANDREA LOHNEISS, SECRETARY-TREASURER

February 1, 1999

Ms. Sherry Vancor  
Economic Development Zones Program  
Empire State Development Corporation  
One Commerce Plaza, Room 980  
Albany, NY 12245

Dear Ms. Vancor:

Enclosed are three sets of revised documents that have been executed as required.

Please be advised that the Riverhead Town Board has committed to and budgeted for matching funds in the amount of \$39,180 (Resolution #747). As indicated on Appendix B, page 5-1, this commitment is proportioned as \$27,000 cash and \$12,180 in-kind match.

In anticipation of a contract from New York State, the town has been expending funds for the zone coordinator and marketing program and are preparing a drawdown request for submission upon contract approval.

Thank you for your cooperation in this matter.

Sincerely,

Andrea Lohneiss  
Director

§ 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 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 development activities;

(k) a description of provisions for the participation of not-for-profit and 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. 97-300, 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 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; and

(s) a description of facilities for licensed and certified child day care for the children of persons engaged in training for employment in, or employed in, the zone.

(Added L.1986, c. 686, § 1; amended L.1980, c. 624, §§ 11, 12)  
1 29 U.S.C.A. § 1501 et seq.

(c) The annual report of the local economic development zone administrative board required by subdivision (b) of this section shall, subject to the 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 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 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;

(j) 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;

(k) 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;

(l) 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 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;

(m) 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:

(v) 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 one hundred ten of the tax law;

(vi) 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;

(vii) credits against taxes imposed under articles nine-A, twenty-two, twenty-three 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, section (x) 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;

(viii) 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 of the tax law;

(ix) 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

(x) 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 (xii) 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 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.

(d) At the request of any local economic development zone administrative board, the department of taxation and finance, the department of economic

development, the public service commission and any municipal corporation within the economic development zone shall, to the extent that it possesses any of the information required by subdivision (c) of this section, and to the extent that such information can be disclosed without violating the secrecy provisions contained in sections two hundred two, two hundred eleven, six hundred ninety-seven, one thousand four hundred forty-six, one thousand two hundred fifty, one thousand four hundred sixty-seven and one thousand five hundred eighteen of the tax law, provide that information to the local economic development zone administrative board for inclusion in its annual report. The amount of any real property taxes required to be set forth in the report pursuant to subdivision (c) of this section shall be computed and furnished to the zone's administrative board by the municipality which levied the tax. The failure of any economic development zone administrative board to prepare and submit a report as required by subdivision (b) of this section shall make the board or other community-based development organization ineligible to receive any financial support for administrative expenses authorized by paragraph (vi) of subdivision (b) of this section, provided, however, that such financial assistance shall not be withheld on account of the report's failure to include any information which is required by subdivision (c) of this section but is not available to the economic development zone administrative board.

(Added L.1986, c. 686, § 1; amended L.1987, c. 442, §§ 10, 11; L.1990, c. 624, §§ 13, 14.)

3/16/99

Adopted

Town of Riverhead Community Development Agency

Resolution # 7

Authorizes Attendance of Director at Conference

Member COUNCILMAN KENT offered the following resolution,

which was seconded by Member CARDINALE :

**WHEREAS**, the Town of Riverhead has submitted to New York State Empire State Development Corporation an application for selection of a portion of the Calverton Enterprise Park to be included in the Build Now-NY initiative to be implemented by New York State; and

**WHEREAS**, the state has selected the Calverton site and has scheduled a conference to be held on March 23, 1999 at Syracuse University.

**THEREFORE, BE IT RESOLVED**, that the CDA authorizes travel and one night accommodations for the Director in order to attend this conference.

**AND BE IT FURTHER RESOLVED**, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Cardinale  
Member Kent  
Member Kwasna  
Member Lull  
Chairman Villella

X  
X  
Absent  
X  
X

# Empire State Development

**Raymond J. Richardson**  
Vice President  
Strategic Business Division & Trade Association Affairs

March 3, 1999

Ms. Andrea Lohneiss  
Community Development Agency  
200 Howell Ave.  
Riverhead, NY 11901

Dear Ms. Lohneiss:

Congratulations once again for having your site chosen for the Build Now-NY initiative. We look forward to working with you through all the stages of the pre-permitting process. It is clear from the quality of your application that you have already invested a significant amount of time and effort in your project. However, the most challenging work is just beginning.

Empire State Development (ESD), in cooperation with the Governor's Office of Regulatory Reform (GORR), will host a working conference for all Build Now-NY award recipients to ensure that everyone understands the pre-permitting process, as well as all of the steps that are necessary to make your site "shovel ready". The conference will be held Tuesday, March 23 at Syracuse University's Drumlins Country Club Conference Center.

The conference begins with the 9:30 AM registration and will include presentations from those State agencies that are most involved with the process, Fluor Daniel Consulting, as well as break out sessions concentrating on each of the seven site profiles. Please fax the enclosed conference registration form to Carole Deyo. Additionally, we have included hotel information. If you wish to stay at the Sheraton, reservations will be made through Carole. Due to space limitations, we ask that you limit your site's participation at the conference to no more than three people.

I am sure you will find this Build Now-NY working conference to be an informative and helpful event.

Sincerely,



Raymond J. Richardson  
Senior Vice President

Enc.