

**TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR MARCH 21, 2017**

AGENDA ITEM # 1

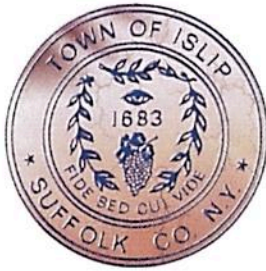
TYPE OF RESOLUTION: PLEASE CALL THE MEETING
OF THE EDC TO ORDER

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A



MEETING OF THE TOWN OF ISLIP
ECONOMIC DEVELOPMENT CORPORATION

March 21, 2017

Agenda

1. Call the meeting of the Town of Islip Economic Development Corporation to order.
2. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to approve the **Minutes** from the Special Meeting of the Members of the Town of Islip Industrial Development Agency on January 24, 2017.
3. To consider the adoption of a Resolution to authorize the Town of Islip Economic Development Corporation to enter into a contract with the **Islip Arts Council**, for sponsorship of the 2017 Concerts, in the amount of \$10,000.00.
4. To consider any other business that may come before the Corporation.

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION

AGENDA ITEMS FOR MARCH 21, 2017

AGENDA ITEM # 2

TYPE OF RESOLUTION: RESOLUTION TO APPROVE
THE EDC MEETING MINUTES FROM JANUARY 24,
2107

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A



MEETING OF THE TOWN OF ISLIP

ECONOMIC DEVELOPMENT CORPORATION

January 24, 2017

Meeting Minutes

1. The Meeting of the Town of Islip Economic Development Corporation was **called to order** on a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron.

Members Angie M. Carpenter, Councilwoman Mary Kate Mullen, Councilman John Cochrane, Councilman Steve Flotteron, and Councilwoman Trish Bergin Weichbrodt were present and the Chairwoman acknowledged a quorum.

2. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to approve the **Minutes** from the December 13, 2017. On a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilman Steve Flotteron, said motion was approved unanimously.
3. To consider the adoption of a Resolution approving the **2017 Meeting Schedule** of the Town of Islip Economic Development Corporation. On a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron, said motion was approved unanimously.
4. To consider the adoption of a Resolution **Appointing Officers** of the Economic Development Corporation. On a motion by Chairwoman Angie M. Carpenter and seconded by Councilwoman Trish Bergin Weichbrodt, said motion was approved unanimously.
5. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt an **Audit Committee** in compliance with the Public Authority Accountability Act ("PAAA") and to appoint Mary Kate Mullen, John C. Cochrane, Jr., and Anne Danziger to that committee. On a motion by Chairwoman Angie M. Carpenter and seconded by Councilman Steve Flotteron, said motion was approved unanimously.
6. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt a **Finance Committee** in compliance with the Public Authority Accountability Act ("PAAA") and to appoint Steven J. Flotteron, Trish Bergin Weichbrodt and Ron Meyer to that committee. On a motion by Chairwoman Angie M. Carpenter and seconded by Councilman John Cochrane, said motion was approved unanimously.
7. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt a **Governance Committee** in compliance with the Public Authority Accountability Act ("PAAA") and to appoint John C. Cochrane, Jr., Mary Kate Mullen and Brad Hemingway to that committee. On a motion by Chairwoman Angie

M. Carpenter and seconded by Councilman Steve Flotteron, said motion was approved unanimously.

8. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt a **Code of Ethics Policy** in compliance with the Public Authority Accountability Act ("PAAA") and to appoint the Board of Ethics of the Town of Islip as its Ethics Officer. On a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron, said motion was approved unanimously.
9. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt an **Investment Policy** which shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the Corporation. On a motion by Chairwoman Angie M. Carpenter and seconded by Councilman Steve Flotteron, said motion was approved unanimously.
10. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt a **Procurement Policy** which will apply to the procurement for goods and services not subject to the competitive bidding requirements set forth in General Municipal Law Section 103 and which goods and services are paid for and used by the Corporation. On a motion by Councilman John Cochrane and seconded by Councilman Steve Flotteron, said motion was approved unanimously.
11. To consider a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt the **Travel Authorization and Mileage Reimbursement** guidelines as stated in the Town of Islip Administrative Procedures Manual, Section 303, as recommended by the New York State Authorities Budget Office. On a motion by Councilman Steve Flotteron and seconded by Councilwoman Mary Kate Mullen, said motion was approved unanimously.
12. To consider any other business that may come before the Corporation. Meeting adjourned by Councilwoman Trish Bergin Weichbrodt and seconded by Mary Kate Mullen.

**TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION**

AGENDA ITEMS FOR MARCH 21, 2017

AGENDA ITEM # 3

TYPE OF RESOLUTION: RESOLUTION AUTHORIZING

COMPANY: ISLIP ARTS COUNCIL

**PROJECT LOCATION: 50 IRISH LANE, EAST ISLIP,
NEW YORK**

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

March 21, 2017

WHEREAS, the Town of Islip Economic Development Corporation (the "EDC") was formed to promote and conduct economic development activities in the Town; and

WHEREAS, the "EDC" undertakes various marketing, sponsorship and promotional activities to raise the awareness of its existence to the business community at large; and

WHEREAS, the Islip Arts Council, Inc., a New York Not For Profit Corporation with its principal place of business located at 50 Irish Lane in East Islip, NY 11730 (hereinafter, the IAC), is dedicated to the development, advancement and support of the quality of life of all Islip residents, including the business community; and

WHEREAS, the IAC is committed to providing diverse cultural services to Town of Islip residents and business leaders which provide job opportunities, enrichment to the Town's downtown areas, and enhanced economic activity; and

WHEREAS, the EDC has determined that as a matter of public policy the IAC can directly advance the EDC's mission by expanding the public's knowledge of the EDC, increasing awareness of the opportunities that exist in the Town of Islip and by bringing more visitors to the Town of Islip thereby increasing the utilization of the Town's local businesses and stimulating its economic growth.

NOW, THEREFORE on motion of _____, seconded by _____; be it

RESOLVED, that the Chairman of the Town of Islip Economic Development Corporation, or his designee, is hereby authorized to enter into a contract with the Islip Arts Council, Inc., for sponsorship of IAC 2017 programming the amount of \$10,000; and be it further

RESOLVED, that in consideration for these sponsorship funds the IAC will increase awareness of the EDC by inclusion in all marketing and advertising for events, including the "Concert in the Park", as well as other promotional activities associated with the IAC.

Upon a vote being taken, the result was:

SERVICE AGREEMENT

THIS AGREEMENT, entered into this 21st day of March, 2017, by and between the Town of Islip Economic Development Corporation (the “EDC”), having its principal place of business at 40 Nassau Avenue, Islip, New York 11751 and the Islip Arts Council, Inc., a New York Not For Profit Corporation, having its principal place of business located at 50 Irish Lane, East Islip, New York 11730 (hereinafter “IAC”).

WITNESSETH

WHEREAS, the Town of Islip Economic Development Corporation (the “EDC”) was formed to promote and conduct economic development activities in the Town; and

WHEREAS, the EDC undertakes various marketing, sponsorship and promotional activities to raise the awareness of its existence to the business community at large; and

WHEREAS, the Islip Arts Council, Inc., a New York Not For Profit Corporation with its principal place of business located at 50 Irish Lane in East Islip, NY 11730 (the “IAC”), is dedicated to the development, advancement and support of the quality of life of all Islip residents, including the business community; and

WHEREAS, the IAC is committed to providing diverse cultural services to Town of Islip residents and business leaders which provide job opportunities, enrichment to the Town’s downtown areas, and enhanced economic activity; and

WHEREAS, the EDC has determined that as a matter of public policy the IAC can directly advance the EDC’s mission by expanding the public’s knowledge of the EDC, increasing awareness of the opportunities that exist in the Town of Islip and by bringing more visitors to the Town of Islip thereby increasing the utilization of the Town’s local businesses and stimulating its economic growth; and

WHEREAS, one of these services is the “Concert in the Park: Honor our Hometown Heroes” which the EDC has determined, as a matter of public policy, can directly advance the EDC’s mission by expanding the public’s knowledge of the Town of Islip and the EDC, increasing awareness of the opportunities that exist in the Town of Islip and bringing more visitors to the Town of Islip thereby increasing the utilization of the Town’s local businesses and stimulating its economic growth; and

WHEREAS, by resolution dated March 21, 2017, the EDC Board unanimously voted to authorize the Chairman of the Board, or her designee, to enter into the within Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Project Description: The EDC will provide funds to the IAC to support the “Concert in the Park: Honor our Hometown Heroes” program (“the program”) which will take place on July 15, 2107 at Heckscher State Park in East Islip, New York. In consideration for these funds, the IAC will increase awareness of the EDC by incorporating the EDC into its advertising efforts for the program. Specifically, the IAC will:

- a. Display the EDC name and logo on all paid newspaper advertising and cable television advertisements for the program, on the concert program, and on all outdoor signage.
 - b. Publicly acknowledge the EDC for its sponsorship from the concert stage during the event.
 - c. The IAC will provide five (5) pairs of tickets for EDC representatives to attend the pre-concert backstage picnic at reserved VIP table seating where the EDC can network with local business owners.
 - d. The IAC will provide the EDC with concert seating, as well as post-concert reception, for ten (10) guests.
2. Compensation: The EDC shall make one lump sum payment to the IAC in the amount of \$10,000.00 upon submission to the EDC of all financial records, both as maintained internally by the IAC and those filed on behalf of the Not For Profit Corporation, concerning the year 2017 through the date of the execution of said contract in 2017. The records required for submission shall provide a full and complete accounting of all expenditures, donations, salaries, proceeds received from events, sponsorships, and any other transactions or agreements involving the receipt or deposit of funds or services. Payment to the IAC shall be made in accordance with the standard practices and procedures employed by the EDC for the payment of contracted services.

Furthermore, within thirty (30) days of the Program, the IAC shall submit to the EDC all financial records both as maintained internally by the IAC and those filed on behalf of the Not For Profit Corporation, detailing a full and complete accounting of all monies spent, sponsorships received, donations and grants accepted, expenses paid, and proceeds dispersed in connection with the July 15, 2017 concert known as the "Honor Our Hometown Heroes" in Heckscher State Park ("Concert in the Park"), including all donations solicited, accepted and collected at the event, within thirty (30) days of the event.

3. Term: This AGREEMENT shall commence upon the signing of this Agreement and will expire automatically when all services contemplated herein are rendered and/or performed.
4. Hold Harmless: The IAC agrees to fully indemnify, defend and hold harmless the Town of Islip, the EDC, its officers, officials, employees, contractors, agents other persons from and against any and all claims and liabilities of any kind or nature, from any source, in any way arising out of, or related to, the scope of services provided pursuant to the AGREEMENT. In no event shall the EDC be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the scope of services provided herein and the IAC hereby agrees to indemnify and hold harmless the EDC and their respective agents, officers, employees, and directors from and against any and all such liability.
5. Insurance: The IAC shall promptly, after execution of this Agreement, at its sole cost and expense, obtain a general liability policy in the amount of \$1,000,000.00. All insurance required by this Agreement shall be maintained with insurance underwriters authorized to do business in the State of New York satisfactory to the Town. All policies shall name the

Town, the EDC, its officers, employees, servants and agents as additional insureds. The IAC shall promptly furnish the Town with duplicate insurance policies and certificates of insurance from its insurance underwriters showing such insurance policies to be in compliance with the Agreement and in full force and effect during the entirety of this Agreement. The IAC's liability insurance shall be considered primary and the Town's liability insurance, if any, shall be considered excess liability for each and every claim.

6. Choice of Law; Choice of Forum: This agreement shall be interpreted under the laws of the State of New York. Any action or proceeding arising out of the terms of this agreement shall be brought in a court located within the territorial limits of the State of New York.
7. Consent to Jurisdiction: The EDC and IAC, for itself and on behalf of its officers, employees, directors, shareholders, partners, members, and agents, hereby expressly waive any defense of lack of personal jurisdiction in connection with any action or proceeding arising out of the terms of this agreement brought in a court located within the territorial limits of the State of New York.
8. Merger; Entire Agreement: This agreement sets forth the complete and total agreement of the parties concerning the subject matter contained herein, and cancels and supersedes all prior discussions, agreements, promises, and representations among them; and there are no representations or warranties except those contained herein.
9. Modification: No provision of this agreement shall be modified, altered, or limited except by a written instrument expressly referring to this agreement and to the provision so modified, altered, or limited, and signed by the party sought to be bound thereby.
10. Further Action: Each party shall, at any time and from time to time, execute, acknowledge where appropriate, and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the terms, intent, and purpose of this agreement.
11. Notices: Unless otherwise provided in this agreement, any notice or communication required or permitted to be made pursuant to this agreement shall be made by certified mail, return receipt requested. Each party shall give prompt notice to the other of any change of address.
 - a. All notices directed to IAC shall be delivered to: Islip Arts Council, 50 Irish Lane, East Islip, New York, and addressed to the Executive Director of the Islip Arts Council.
 - b. All notices directed to the EDC shall be delivered to William Mannix, 40 Nassau Avenue, Islip, New York. The EDC may designate such other, additional, or different persons for the receipt of notices; provided such designation is in writing and delivered in a notice to the IAC.
12. No Waiver: No failure or delay on the part of a party in exercising any right and/or remedy

hereunder or otherwise shall constitute a waiver thereof, and no single or partial waiver by a party of any default or other right or remedy which it may have shall operate as a waiver of any other default, right or remedy on a future occasion.

13. Partial Invalidity: If any provision, term, or condition of this agreement is declared or deemed invalid by any Court of competent jurisdiction, all other provisions, terms, or conditions shall continue in full force and effect.
14. Headings: The section headings of this agreement are intended solely for the convenience of locating material contained herein and do not constitute a part of the text of the agreement. Section headings shall not be considered in interpreting any portion of this agreement.
15. Independent Provisions: Every term and provision of this agreement shall be independent from every other term and provision, and a breach by either party of any term or provision shall not give rise to the right of the other party to breach any other term or provision, or to suspend performance under this agreement, or to attempt to set aside, vacate, or otherwise modify any term or provision or the entire agreement.
16. Computation of Fees and Payments: All dollar amounts specified in this agreement shall be denominated, expressed, and paid in United States Dollars.
17. Inability to Perform: Except as otherwise expressly provided by for in this agreement, any inability to perform under this agreement shall be excused if it is directly attributable to fire, flood, strike, war, riot, insurrection, acts of government, or if it is directly attributable to other circumstances beyond the control of the parties and not reasonably foreseeable by the party claiming the inability to perform, provided that the party claiming such inability shall have immediately notified the other party of the existence of such condition.
18. Capacity and Authority to Enter Agreement: Each of the undersigned parties warrants that it has full capacity and authority to sign and execute this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

Islip Arts Council, Inc.
By: Lynda A. Moran, Executive Director

Town of Islip Economic Development Corporation
By: Angie M. Carpenter, Chairman