



MEETING OF THE TOWN OF ISLIP
ECONOMIC DEVELOPMENT CORPORATION

January 15, 2019

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 Meeting of the Members of the Town of Economic Development Corporation on **October 16, 2018**.
3. To consider the adoption of a Resolution approving the **2019 EDC Meeting Schedule** of the Town of Islip Economic Development Corporation.
4. To consider the adoption of a Resolution **Appointing Officers** of the Town of Islip Economic Development Corporation.
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 John Cochrane, Mary Kate Mullen, and Anne Danziger to that committee.
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 Trish Bergin Weichbrodt, James O'Connor and Ron Meyer to that committee.
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 Cochrane, Mary Kate Mullen and Brad Hemingway to that committee.
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 Economic Development Corporation as its Ethics Officer.
9. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt an **Investment Policy** in compliance with the Public Authority Accountability Act ("PAAA") 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.

10. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to adopt a **Procurement Policy** in compliance with the Public Authority Accountability Act ("PAAA") 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.
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.
12. To consider the adoption of a Resolution to Authorize the Town of Islip Economic Development to execute a one year extension contract with **Albrecht, Viggiano, Zureck & Co.** to perform audit services for the year ended December 31, 2019.
13. 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 2019 Concerts in the Park, in the amount of \$10,000.
14. To consider any other business that may come before the Corporation.

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #2

TYPE OF RESOLUTION: RESOLUTION TO APPROVE THE
ECONOMIC DEVELOPMENT CORPORATION **MEETING**
MINUTES FROM OCTOBER 16, 2018

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A



MEETING OF THE TOWN OF ISLIP

ECONOMIC DEVELOPMENT CORPORATION

October 16, 2018

Meeting Minutes

1. The Meeting of the Town of Islip Economic Development Corporation was called to order on a motion by Councilman John C. Cochrane Jr. and seconded by Councilman James P. O'Connor.

Members Chairwoman Angie M. Carpenter, Councilman John C. Cochrane Jr., Councilwoman Mary Kate Mullen and Councilman James P. O'Connor were present. Councilwoman Trish Bergin Weichbrodt was absent. Chairwoman Angie M. Carpenter acknowledged a quorum.

Motions were presented to approve and adopt the following resolutions on the October 16, 2018 for the Town of Islip Economic Development Corporation Agenda. The resolutions were as follows:

2. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to approve the **Minutes** from the Meeting of the Town of Islip Economic Development Corporation on January 23, 2018. On a motion by Councilman James P. O'Connor and seconded by Councilwoman Mary Kate Mullen, said motion was approved 4-0.
3. To consider the adoption of a Resolution to authorize the Town of Islip **Economic Development Corporation 2018 budget**. On a motion by Councilman John C. Cochrane Jr. and seconded by Councilman James P. O'Connor, said motion was approved 4-0.
4. To consider any other business that may come before the Corporation. The meeting of the Town of Islip Economic Development Corporation was adjourned on a motion by Councilman John C. Cochrane Jr., and seconded by Councilwoman Mary Kate Mullen.

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #3

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION TO APPROVE THE 2019 ECONOMIC
DEVELOPMENT CORPORATION **MEETING SCHEDULE**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A



TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY &
ECONOMIC DEVELOPMENT CORPORATION
2019 Meeting Schedule

*All meetings are held at 2pm in the Town Board Room, located on the 2nd floor of
655 Main Street, Islip, unless otherwise noted*

MEETING DATES

JANUARY 3, 2019 (ORGANIZATIONAL MEETING)

JANUARY 15, 2019

FEBRUARY 12, 2019 (BLACK HISTORY MONTH)

MARCH 19, 2019 (WOMAN'S HISTORY MONTH)

APRIL 16, 2019 (5:30 PM) (STUDENT ACHIEVEMENT AWARDS)

MAY 14, 2019

JUNE 18, 2019

JULY 16, 2019

AUGUST 20, 2019

SEPTEMBER 24, 2019 (5:30 PM)

OCTOBER 22, 2019

NOVEMBER 7, 2019 (10:30 A.M. BUDGET HEARING)

NOVEMBER 19, 2019 (5:30 PM)

DECEMBER 17, 2019

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #4

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION **APPOINTING OFFICERS** TO THE ECONOMIC
DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

Date: January 15, 2019

At a meeting of the Town of Economic Development Corporation (the "EDC"), held at Islip Town Hall, 655 Main Street, Islip, New York on the 15th day of January, 2019, the following members of the EDC were:

Present:

Absent:

Recused:

Also Present:

After the meeting had been duly called to order, the Chair announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the appointment of officers of the Town of Islip Economic Development Corporation.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP ECONOMIC
DEVELOPMENT CORPORATION REGARDING THE
APPOINTMENT OF OFFICERS

WHEREAS, pursuant to and in accordance with the provisions of Section 1411 of the New York Not-for-Profit Corporation Law, as amended (collectively, the “Act”), the Town of Islip Economic Development Corporation (the “EDC”) was created with the authority and power to issue its revenue bonds for the purpose of, among other things, acquiring certain facilities as authorized by the Act; and

WHEREAS, the New York State Legislature adopted the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009, each as amended (the “PAAA”), designed to ensure that New York’s public authorities operate more efficiently, more openly, and with greater accountability; and

WHEREAS, the PAAA and the EDC’s By-Laws require that the EDC appoint officers of the EDC; and

WHEREAS, in order to fully comply with the provisions of the PAAA and the EDC’s By-Laws, the EDC intends to appoint certain members as officers of the EDC whose responsibilities are to provide oversight and management of all persons employed in chief executive and senior management positions of the EDC; and

WHEREAS, to carry out the aforesaid purposes, the EDC has the power under the Act, the PAAA and its By-Laws to do all things necessary to fulfill its obligations imposed by the Act, the PAAA and its By-Laws.

NOW, THEREFORE, BE IT RESOLVED by the EDC (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The EDC hereby finds and determines:

(a) By virtue of the Act, the EDC has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) Appointing the officers of the EDC will allow the EDC to continue to operate in compliance with the Act, the provisions of the PAAA, and the EDC’s By-Laws, and cause the EDC to operate more efficiently, openly and with greater accountability to the residents of the Town of Islip.

Section 2. In consequence of the foregoing, the EDC hereby determines to designate and appoint John C. Cochrane, Secretary of the EDC, Trish Bergin Weichbrodt, Treasurer of the EDC, William G. Mannix, Assistant Secretary, John Walser, Assistant Secretary of the EDC and Pamela J. Greene, Compliance Officer of the EDC.

Section 3. In consequence of the foregoing, the EDC hereby determines to designate and appoint William G. Mannix as Executive Director of the EDC.

Section 4. The EDC hereby undertakes to comply with all other provisions of the PAAA applicable to the EDC as diligently as possible.

Section 5. The EDC is hereby authorized to do all things necessary or appropriate for the accomplishment of the purposes of this resolution, and all acts heretofore taken by the EDC with respect to such activities are hereby approved, ratified and confirmed.

Section 6. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Town of Islip Economic Development Corporation,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Economic Development Corporation (the “EDC”), including the resolutions contained therein, held on the 15th day of January, 2019, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the EDC and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given to the public and the news media in accordance with the New York Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, as amended, that all members of said EDC had due notice of said meeting and that said meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 15th day of January, 2019.

By: _____
Assistant Secretary

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM # 5

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION APPOINTING AN **AUDIT COMMITTEE**
TO THE ECONOMIC DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

Whereas, the Public Authority Accountability Act, (the Act) Section 18, requires all public authorities within the State of New York to establish an **Audit Committee**, and

Whereas, the Town of Islip Economic Development Corporation has been identified as an “Authority” subject to the Act, and

Now therefore on a motion by _____, seconded by _____, be it approved

Resolved, that the Corporation has created an **Audit Committee of the Town of Islip Economic Development Corporation** in compliance with Section 18 of the Act, and appoints the following individuals to that committee:

Mary Kate Mullen

John Cochrane

Anne Danziger

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM # 6

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION APPOINTING A **FINANCE COMMITTEE** ON
BEHALF OF THE ECONOMIC DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

Whereas, the Public Authority Accountability Act, (the Act) Section 18, requires all public authorities within the State of New York to establish a **Finance Committee**, and

Whereas, the Town of Islip Economic Development Corporation has been identified as an “Authority” subject to the Act, and

Now therefore on a motion by _____, seconded by _____, be it approved

Resolved, that the Corporation has created a **Finance Committee of the Town of Islip Economic Development Corporation** in compliance with Section 18 of the Act, and appoints the following individuals to that committee:

Trish Bergin Wiechbrodt
James P. O’Connor
Ron Meyer

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #7

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION APPOINTING A **GOVERNANCE COMMITTEE**
TO THE ECONOMIC DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

Whereas, the Public Authority Accountability Act, (the Act) Section 18, requires all public authorities within the State of New York to establish a **Governance Committee**, and

Whereas, the Town of Islip Economic Development Corporation has been identified as an “Authority” subject to the Act, and

Now therefore on a motion by _____, seconded by _____, be it approved

Resolved, that the Corporation has created a **Governance Committee of the Town of Islip Economic Development Corporation** in compliance with Section 18 of the Act, and appoints the following individuals to that committee:

John Cochrane
Mary Kate Mullen
Brad Hemingway

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #8

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION TO APPROVE A **CODE OF ETHICS POLICY** TO
THE ECONOMIC DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

Whereas, the Public Authority Accountability Act, (the Act) Section 18, requires all public authorities within the State of New York to adopt a **Code of Ethics**, and

Whereas, the Town of Islip Economic Development Corporation has been identified as an “Authority” subject to the Act, and

Whereas, the Act requires that the Corporation appoint an “Ethics Officer” to counsel board members, directors and employees about ethical behavior, receive and investigate complaints about ethical behavior, and perform additional duties involving the implementation of the **Code of Ethics**.

Now, therefore on a motion by _____, seconded by _____, be it approved

Resolved, that the Corporation adopts the **Code of Ethics of the Town of Islip Economic Development Corporation**, as attached to this resolution, in compliance with Section 18 of the Act, and be it further

Resolved, that the Corporation appoints the Board of Ethics of the Town of Islip as its Ethics Officer, to fulfill the legal requirements of the Act.

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #9

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION TO APPROVE AN **INVESTMENT POLICY** TO
THE ECONOMIC DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

Whereas, the Public Authority Accountability Act, (the Act) Section 18, requires all public authorities within the State of New York to adopt an **Investment Policy**, and

Whereas, the Town of Islip Economic Development Corporation has been identified as an “Authority” subject to the Act.

Now, therefore on a motion by

Seconded by _____, be it

Resolved, that the Corporation adopts a policy entitled **Investment Policy of the Town of Islip Economic Development Corporation**, as attached to this resolution, in compliance with Section 18 of the Act.

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #10

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION TO APPROVE A **PROCUREMENT POLICY** TO
THE ECONOMIC DEVELOPMENT CORPORATION

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

Whereas, the Public Authority Accountability Act, (the Act) Section 18, requires all public authorities within the State of New York to adopt a **Procurement Policy**, and

Whereas, the Town of Islip Economic Development Corporation has been identified as an “Authority” subject to the Act, and

Now therefore on a motion by _____, seconded by _____, be it

Resolved, that the Corporation adopts a policy entitled **Procurement Policy of the Town of Islip Economic Development Corporation**, as attached to this resolution, in compliance with Section 18 of the Act.

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #11

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION OF
A RESOLUTION TO APPROVE A **TRAVEL AUTHORIZATION
AND MILEAGE REIMBURSEMENT** GUIDELINE

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

WHEREAS, the Town of Islip Economic Development Corporation (the Corporation) is duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended; and

WHEREAS, the purpose of the Corporation is to promote and encourage economic development within the Town of Islip; and

WHEREAS, periodically, it is necessary that the Corporation participates in various conferences, conventions and educational schooling and/or requests mileage reimbursement for the use of personal vehicles; and

WHEREAS, **Travel Authorization and Mileage Reimbursement** guidelines have been adopted in the Town of Islip's Administrative Procedures Manual, Section 303; and

WHEREAS, as a recommended Governance Practice by the Authorities Budget Office, the Corporation wishes to adopt and adhere to the same guidelines as outlined in the Town of Islip's Administrative Procedures Manual, Section 303; and

NOW THEREFORE, on motion of

Seconded by _____, be it approved

RESOLVED, that the Chairman, or his designee, has authorized the Corporation to adopt and abide by the **Travel Authorization and Mileage Reimbursement** guidelines as outlined in the Town of Islip's Administrative Procedures Manual, Section 303, subject to approval of the Agreement by the Town Attorney as to form.

Upon a vote being taken, the result was:

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #12

TYPE OF RESOLUTION: RESOLUTION AUTHORIZING THE
SUPERVISOR TO EXECUTE AN AGREEMENT WITH

COMPANY: ALBRECHT, VIGGIANO, ZURECK & Co.

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

WHEREAS, the Town of Islip Economic Development Corporation (the Corporation) is required by General Municipal Law to have an audit conducted by an independent, licensed accounting firm, and;

WHEREAS, in order to ensure that the Corporation will be provided the best services available, at the best cost available, and in compliance with accepted standards, on February 26, 2016, the Town of Islip issued a Request for Proposal (RFP) for Accounting and Auditing services, and;

WHEREAS, such RFP included requests for services to be provided to the Industrial Development Agency and the Economic Development Corporation, and:

WHEREAS, on April 19, 2016 the Town Board awarded the contract to **Albrecht, Viggiano, Zureck & Co., P.C.**, and;

WHEREAS, the RFP required the contract to allow for four (4) one year extensions upon mutual written consent, and;

WHEREAS, the Corporation has received written consent from Albrecht, Viggiano, Zureck & Co., P.C. to extend the contract to perform the audit of the Corporation for the year ending December 31, 2019, and;

WHEREAS, the Corporation is interested in extending the contract with Albrecht, Viggiano, Zureck & Co., P.C. to perform this audit.

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

RESOLVED, that the Corporation Board hereby authorizes the Supervisor to execute a one year extension between the Corporation and Albrecht, Viggiano, Zureck & Co., P.C., by mutual written consent, for Auditing and Accounting Services for the 2019 Audit.

Upon a vote being taken, the result was:

**DOLLAR COST BID PROPOSAL FOR
ACCOUNTING AND AUDITING SERVICES
FOR THE**

TOWN OF ISLIP

TOWN OF ISLIP FOREIGN TRADE ZONE

For the Years Ended December 31, 2015 and Four
Additional Years 2016, 2017, 2018 and 2019,
respectively, and the

**TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY**

**TOWN OF ISLIP ECONOMIC
DEVELOPMENT CORP.**

For the Year Ending December 31, 2016 with Option
for the Years Ending December 31, 2017, 2018, 2019
and 2020, respectively

By

Albrecht, Viggiano, Zureck & Company, P.C.

25 Suffolk Court
Hauppauge, New York 11788
(631) 434-9500
March 17, 2016

Prepared by:

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CERTIFIED PUBLIC ACCOUNTANTS

March 17, 2016

Mr. Joseph Ludwig, Comptroller
Town of Islip
655 Main Street
Islip, NY 11751

Dear Mr. Ludwig:

We have submitted our technical proposal for accounting and auditing services for the Town of Islip and Town of Islip Foreign Trade Zone, New York for the year ended December 31, 2015, with option for years ending 2016, 2017, 2018 and 2019, and for the Town of Islip Industrial Development Agency and Town of Islip Economic Development Corp., New York for the year ending December 31, 2016, with option for years ending 2017, 2018, 2019 and 2020 under separate cover. The purpose of this letter is to submit our fee proposal for these services.

FEE PROPOSAL

We always attempt to maintain our fees at as reasonable amount as possible commensurate with our policy of rendering top professional services. We assure you that we shall always continue to do so. Our proposed fees for services are as follows:

Town of Islip

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$ <u>275,000</u>	\$ <u>279,850</u>	\$ <u>285,700</u>	\$ <u>291,550</u>	\$ <u>297,400</u>

Town of Islip Foreign Trade Zone

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$ <u>14,000</u>	\$ <u>14,300</u>	\$ <u>14,600</u>	\$ <u>14,900</u>	\$ <u>15,200</u>

Town of Islip Industrial Development Agency

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$ <u>20,735</u>	\$ <u>21,170</u>	\$ <u>21,605</u>	\$ <u>22,040</u>	\$ <u>22,475</u>

Town of Islip Economic Development Corp.

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$ <u>4,830</u>	\$ <u>4,930</u>	\$ <u>5,030</u>	\$ <u>5,130</u>	\$ <u>5,230</u>

PERSONAL SERVICE. TRUSTED ADVICE.

ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C.

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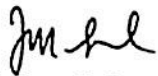
Mr. Joseph Ludwig, Comptroller
Town of Islip
Page 2 of 2

Our fees for services are based on the number of hours required to complete our assignment and our current billing rates and are inclusive of any and all travel and expenses. Our time records are maintained on detailed computerized ledger sheets and are available for inspection. Our fee proposal represents a discount from our standard hourly rates as the estimated hours that we plan are more than our fee proposal indicates. See attached estimate for each year. However, we assure you that these hours will be devoted to the Town which we feel further demonstrates our commitment to governmental accounting and auditing.

Should any special work arise which requires additional time by our staff, such as additional work relating to state audits, adoption of new accounting standards, responses to outside inquiries, comfort letters to underwriters, special reports, etc., we will bill you separately based upon the amount of time expended at the regular hourly rates. Any additional special work would be performed only after your approval, and we would furnish you with an estimate of our fee before we proceed.

Should you have any questions or require any additional information regarding our proposal and fee, please do not hesitate to call.

Very truly yours

A handwritten signature in black ink, appearing to read 'Jm hl', is positioned above the printed name.

Jeffrey S. Davoli, CPA

TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #13

TYPE OF RESOLUTION: RESOLUTION TO ENTER INTO A
CONTRACT FOR SPONSORSHIP OF THE 2019 CONCERT IN
THE PARK WITH THE **ISLIP ARTS COUNCIL**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A

January 15, 2019

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 Member _____, seconded by Member _____; 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 2019 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 15th day of January 2019, by and between Islip Arts Council, Inc., a New York Not For Profit Corporation with its principal place of business located at 50 Irish Lane, East Islip, New York 11730 (hereinafter "IAC") and the Town of Islip Economic Development Corporation, an industrial development agency duly established under Title 1 of Article 18-A of the General Municipal Law of the State of New York with its principal place of business located at 40 Nassau Avenue, Islip, New York 11751 (hereinafter "EDC").

WITNESSETH

WHEREAS, the mission of the Town of Islip EDC is to promote, encourage, attract and develop job opportunities and economically sound commerce and industry within the Town of Islip; and

WHEREAS, the IAC is a New York Not For Profit Corporation dedicated to the development, advancement, and support of the quality of life of all residents within the Town of Islip; and

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

WHEREAS, one of these services is the "Concert in the Park": Annual Philharmonic Concert I, July 13, 2019; and

WHEREAS, the EDC has determined as a matter of public policy that the "Concert in the Park": program can directly advance the EDC's mission by expanding the public's knowledge of the Town of Islip and the IDA, 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.

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- d. The IAC will provide the EDC with concert seating, as well as post-concert reception, for ten (10) guests.
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3. Term: This AGREEMENT shall commence when this agreement is signed and remain effective until the services herein are performed.
4. Hold Harmless: The IAC agrees to fully indemnify, defend and hold harmless the EDC 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. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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: 40 Nassau Avenue Islip NY. The IDA 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.
11. 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.
12. 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.
13. Agreement Binding on Others: This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, assigns, and legal representatives.
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 Industrial Development Agency
By: Angie M. Carpenter, Chairman

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

On the ____ day of _____, ___, before me, the undersigned, personally appeared Hon. Angie M. Carpenter, 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.

Notary Public

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

On the 3 day of Jan, 2019, before me, the undersigned, personally appeared Lynda A. Moran, Executive Director, 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.

Notary Public

JOHN WALSER
Notary Public, State of New York
Registration # 01WA6195090
Qualified in Suffolk County
Commission Expires October 20, 2021

SERVICE AGREEMENT

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WITNESSETH

WHEREAS, the mission of the Town of Islip EDC is to promote, encourage, attract and develop job opportunities and economically sound commerce and industry within the Town of Islip; and

WHEREAS, the IAC is a New York Not For Profit Corporation dedicated to the development, advancement, and support of the quality of life of all residents within the Town of Islip; and

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

WHEREAS, one of these services is the "Concert in the Park": Annual Philharmonic Concert I, July 13, 2019; and

WHEREAS, the EDC has determined as a matter of public policy that the "Concert in the Park": program can directly advance the EDC's mission by expanding the public's knowledge of the Town of Islip and the IDA, 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.

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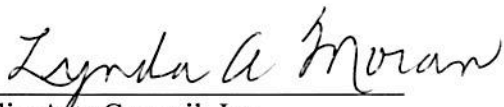
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2. Amount: The EDC shall pay the IAC the sum of \$10,000.00 per year, payable in one lump sum upon execution of this Agreement. Payment to the IAC shall be made in accordance with the standard practices and procedures employed by the EDC for the payment of contracted services.
3. Term: This AGREEMENT shall commence when this agreement is signed and remain effective until the services herein are performed.
4. Hold Harmless: The IAC agrees to fully indemnify, defend and hold harmless the EDC 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. 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.
6. 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.
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Islip Arts Council, Inc.

By: Lynda A. Moran, Executive Director

Town of Islip Industrial Development Agency

By: Angie M. Carpenter, Chairman

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

On the ____ day of _____, ___, before me, the undersigned, personally appeared Hon. Angie M. Carpenter, 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.

Notary Public

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On the 3 day of Jan, 2017, before me, the undersigned, personally appeared Lynda A. Moran, Executive Director, 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.

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

Town of Islip Industrial Development Agency
By: Angie M. Carpenter, Chairman

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

On the ____ day of _____, ___, before me, the undersigned, personally appeared Hon. Angie M. Carpenter, 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.

Notary Public

STATE OF NEW YORK, COUNTY OF SUFFOLK, SS:

On the 3 day of Jan, 2018, before me, the undersigned, personally appeared Lynda A. Moran, Executive Director, 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.

Notary Public

JOHN WALSER
Notary Public, State of New York
Registration # 01WA6195090
Qualified in Suffolk County
Commission Expires October 20, 2021



ISLIP-9

OP ID: MR

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James F. Sutton Agency Ltd. 149 E. Main Street P.O. Box 76 East Islip, NY 11730 James F. Sutton Agency		CONTACT NAME: James F. Sutton Agency PHONE (A/C, No, Ext): 631-581-7978 FAX (A/C, No): 631-581-7507 E-MAIL ADDRESS:	
INSURED Islip Arts Council Inc Lynda Moran 50 Irish Lane East Islip, NY 11730		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1895183	12/20/2018	12/20/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Islip, its officers, employees, servants and agents and provide full contractual liability coverage is included as additional insured on a primary and non-contributory basis in regards to work performed by the named insured per CG 2026

CERTIFICATE HOLDER

ISLIP-9

Town of Islip
Dept of Parks and Recreation
50 Irish Ln
East Islip, NY 11730

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Sutton

**TOWN OF ISLIP
REQUEST FOR CONTRACT AUTHORIZATION**

INSTRUCTIONS: Attach to every contract submitted for the Supervisor's signature.

OBJECTIVE OF CONTRACT:

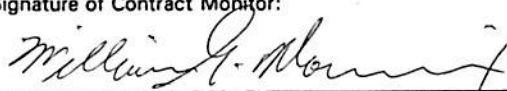
To promote the Town of Islip Economic Development Corporation at a popular community event entitled the 'Concert in the Park'

SUMMARY OF AGREEMENT:

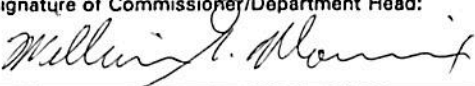
This contract authorizes the Islip EDC to be a sponsor of the annual 'Concert in the Park' organized by the Town of Islip Arts Council.

Name of Contractor: Town of Islip Arts Council			Contract Amount: \$10,000	
Funding Amount	Budget	Grant		Revenue
Appropriation Account Number: YE6410.0-4044			Source of Grant Funding:	
Contract Effective Date: January 23, 2019			Scheduled Termination Date: December 31, 2019	
Contract Monitor: William G. Mannix			Title: Executive Director	

The undersigned Contract Monitor understands that he/she is responsible to review the effectiveness of contractor, adherence to schedule and performance of the work required. The Contract Monitor also understands that contractor's inability to fulfill the requirements of the contract must be reported to the Commissioner of the department responsible for this contract.

Signature of Contract Monitor: 	Date: 1-4-19
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The undersigned Commissioner/Department Head certifies that the contract is designed to accomplish the objective of the department, that funds are available as indicated on this form and that the contractor has the ability to fulfill the terms of the contract.

Signature of Commissioner/Department Head: 	Date: 1-4-19
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TOWN OF ISLIP ECONOMIC DEVELOPMENT
CORPORATION
AGENDA ITEMS FOR JANUARY 15, 2019

AGENDA ITEM #14

TYPE OF RESOLUTION: TO CONSIDER ANY OTHER
BUSINESS

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): N/A

INVESTMENT: N/A