



**MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY**

January 14, 2020

Agenda

1. Call the meeting of the Town of Islip Industrial Development Agency to order.
2. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to approve the **Minutes** from the meeting on **December 17, 2019**.
3. To consider the adoption of a Resolution approving the **2020 IDA Meeting Schedule** of the Town of Islip Industrial Development Agency.
4. To consider the adoption of a Resolution **Appointing Officers** to the Town of Islip Industrial Development Agency.
5. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency 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 Industrial Development Agency 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 Industrial Development Agency 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 Industrial Development agency 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.
9. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency 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 Agency.

10. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency 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 Agency.
11. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency adopting a **Conflict of Interest Policy** in compliance with the Public Accountability Act ("PAAA") and amending the by-laws of the Agency.
12. To consider a Resolution on behalf of the Town of Islip Industrial Development Agency 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.
13. To consider a Resolution on behalf of the Town of Islip Industrial Development Agency to adopt a **Whistleblower Policy**.
14. To consider a Resolution on behalf of the Town of Islip Industrial Development Agency to adopt a **Property Disposition Policy**.
15. To consider the adoption of a Resolution to Authorize an annual Agreement between the Town of Islip Industrial Development Agency and **(CGR) Center for Governmental Research, Inc.** of One South Washington Street, Suite 400, Rochester, New York.
16. 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., P.C. (AVZ)** to perform the audit for the year ended December 16, 2020.
17. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to enter into a contract with **Mike Siniski**. To provide computer programming services for the maintenance of an updated and improved IDA Assessment Roll and PILOT billing system including training Town of Islip staff at a rate of \$65.00 per hour, not to exceed \$5,000.
18. To consider the adoption of a Resolution Authorizing an agreement between the Town of Islip Industrial Development Agency and **Water Lilies, LLC** as Tenant in the Suffolk County Industrial, LLC Facility. Located at 1724 Fifth Avenue, Bay Shore.
19. To consider the adoption of a Resolution Authorizing an agreement between the Town of Islip Industrial Development Agency and **Seena International, Inc.**, as Tenant in the Suffolk County Industrial, LLC, Facility. Located at 1724 Fifth Avenue, Bay Shore.
20. To consider the adoption of a Resolution Authorizing an agreement between the Town of Islip Industrial Development Agency and **HILB Group** as tenant in the Sunrise Business Center Facility. Located at 3500 Sunrise Highway, Great River.

21. To consider the adoption of a Resolution Authorizing a mortgage refinancing agreement between the Town of Islip Industrial Development Agency and **878 Lease, LLC., Facility and the SIG 888 LLC Facility**. Located at 878/888 Veterans Memorial Highway, Hauppauge.
22. To consider the adoption of an Amended Authorizing Resolution between the Town of Islip Industrial Development Agency and **Netherbay, LLC, 2019 Facility**. Located at 26 & 36 South Clinton Avenue, Bay Shore.
23. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **200 Heartland, LLC/Lacrosse Unlimited, Inc. 2020 Facility**. Located at 200 Heartland Boulevard, Edgewood.
24. To consider the adoption of an Inducement Resolution among the Town of Islip Industrial Development Agency, **CIVF V-NY1W03, LLC/Pods Enterprises, LLC 2020 Facility** located at 555 Prime Place, Hauppauge, New York.
25. To consider the adoption of an Authorizing Resolution for an assignment, assumption and amendment of Prime Eleven/Wesco project, among the Town of Islip Industrial Development Agency, **CIVF V – NY1W02, LLC, LLC/Wesco Distribution, Inc. 2020 Facility** located at 500 Prime Place, Hauppauge, New York.
26. To consider the adoption of an Authorizing Resolution for an advertising agreement between the Town of Islip Industrial Development Agency and **SMM Advertising**. Located at 811 W. Jericho Turnpike #109E, Smithtown.
27. To consider **any other business** to come before the Agency.



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

December 16, 2019

Meeting Minutes

1. Call the meeting of the Town of Islip Industrial Development Agency to order on a motion by Councilman James P. O'Connor and seconded by Councilwoman Mary Kate Mullen, said motion was approved 5-0.

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

2. To consider the adoption of a Resolution on behalf of the Town of Islip Industrial Development Agency to approve the **Minutes** from the meeting on **November 19, 2019**. On a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilman James P. O'Connor, said motion was approved 5-0.
3. To consider the adoption of a Preliminary Inducement Resolution on behalf of the Town of Islip Industrial Development Agency and **Greenview Commons West**. Located at 4180 Sunrise Highway, Oakdale. (SCTM#0500-30200-0200-003001). On a motion by Councilman John C. Cochrane Jr., seconded by Councilwoman Mary Kate Mullen, said motion was approved 4-0. Councilwoman Trish Bergin Weichbrodt recused herself from the vote.
4. To consider the adoption of an Inducement Resolution on behalf of the Town of Islip Industrial Development Agency and **Lacrosse Unlimited, Inc.** Located at 200 Heartland Boulevard, Edgewood. (SCTM#0500-13400-0400-002001). On a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilman John C. Cochrane Jr., said motion approved 5-0.
5. To consider the adoption of an Authorizing Resolution on behalf of the Town of Islip Industrial Development Agency and **Briad Development East CI 2, LLC** to approve a mortgage refinancing. Located at 00 Courthouse Drive, Central Islip. (SCTM#0500-20700-0300-003058). On a motion by Councilman James P. O'Connor and seconded by Councilwoman Mary Kate Mullen, said motion was approved 5-0.
6. To consider **any other business** to come before the Agency there being none the Agency closed on a motion by Councilman James P. O'Connor and seconded by Councilman John C. Cochrane Jr.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #3

**TYPE OF RESOLUTION: RESOLUTION TO APPROVE
THE 2020 MEETING SCHEDULE**

COMPANY: N/A

PROJECT LOCATION: N/A

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the **Town of Islip Industrial Development Agency** (the “Agency”), held at Islip Town Hall, 655 Main Street, Islip, New York on the 14th day of January 2020, the following members of the Agency 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 approval of the Town of Islip Industrial Development Agency’s meeting schedule for 2020.

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 INDUSTRIAL
DEVELOPMENT AGENCY REGARDING THE
APPROVAL OF THE MEETING SCHEDULE FOR 2020.

WHEREAS, by 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 (collectively, the “Act”), the Town of Islip Industrial Development Agency (the “Agency”) was created with the authority and power, among other things, to promote, develop, encourage and assist in the acquisition, construction, improvement, maintenance, equipping and furnishing of certain industrial, manufacturing, warehousing, commercial, research, and recreation facilities as authorized by the Act in order to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, New York and of the State of New York and to improve their standard of living; and

WHEREAS, the New York State Legislature adopted the Public Authorities Accountability Act of 2005, 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 Agency’s By-Laws require that the Agency adopt a calendar of scheduled meetings each year, and;

WHEREAS, in order to fully comply with the provisions of the PAAA and the Agency’s By-Laws, the Agency intends to approve the meeting schedule for 2020; and

WHEREAS, to carry out the aforesaid purposes, the Agency 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 Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) Approving the 2020 meeting schedule of the Agency will allow the Agency to continue to operate in compliance with the Act, the provisions of the PAAA, and the Agency’s By-Laws, and cause the Agency 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 Agency hereby determines to approve its calendar of scheduled meetings for 2020.

Section 3. The Agency hereby undertakes to comply with all other provisions of the PAAA applicable to the Agency as diligently as possible.

Section 4. The Agency 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 Agency with respect to such activities are hereby approved, ratified and confirmed.

Section 5. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of
Islip Industrial Development Agency (the "Agency"), including the resolutions contained
therein, held on the 14th day of January 2020, with the original thereof on file in my office, and
that the same is a true and correct copy of the proceedings of the Agency 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 Agency 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 14th day of January
2020.

By: _____
Assistant Secretary



TOWN OF ISLIP

INDUSTRIAL DEVELOPMENT AGENCY & ECONOMIC DEVELOPMENT CORPORATION

2020 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, 2020 (10:30 A.M. ORGANIZATIONAL MEETING)

JANUARY 14, 2020

FEBRUARY 11, 2020 (BLACK HISTORY MONTH)

MARCH 10, 2020 (WOMAN'S HISTORY MONTH)

APRIL 21, 2020 (5:30 P.M.) (STUDENT ACHIEVEMENT AWARDS)

MAY 12, 2020

JUNE 16, 2020

JULY 21, 2020

AUGUST 11, 2020

SEPTEMBER 15, 2020 5:30 P.M. (HISPANIC HERITAGE MONTH)

OCTOBER 20, 2020 (ITALIAN HERITAGE MONTH)

NOVEMBER 5, 2020 (10:30 A.M. BUDGET HEARING)

NOVEMBER 17, 2020 (5:30 P.M.)

DECEMBER 15, 2020

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #4

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION **APPOINTING OFFICERS** TO THE
INDUSTRIAL DEVELOPMENT AGENCY

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$ N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at Islip Town Hall, 655 Main Street, Islip, New York on the 14th day of January, 2020, the following members of the Agency 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 Industrial Development Agency.

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 INDUSTRIAL
DEVELOPMENT AGENCY REGARDING THE
APPOINTMENT OF OFFICERS

WHEREAS, by 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 (collectively, the “Act”), the Town of Islip Industrial Development Agency (the “Agency”) was created with the authority and power, among other things, to promote, develop, encourage and assist in the acquisition, construction, improvement, maintenance, equipping and furnishing of certain industrial, manufacturing, warehousing, commercial, research, and recreation facilities as authorized by the Act in order to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, New York and of the State of New York and to improve their standard of living; and

WHEREAS, the New York State Legislature adopted the Public Authorities Accountability Act of 2005, 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 Agency’s By-Laws require that the Agency **appoint officers** of the Agency; and

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

WHEREAS, to carry out the aforesaid purposes, the Agency 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 Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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 Agency will allow the Agency to continue to operate in compliance with the Act, the provisions of the PAAA, and the Agency’s By-Laws, and cause the Agency 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 Agency hereby determines to designate and appoint *John C. Cochrane, Secretary of the Agency, Trish Bergin Weichbrodt, Treasurer of the Agency, William G. Mannix, Assistant Secretary of the Agency, John Walser, Assistant Secretary of the Agency and Agency Counsel, John Walser, Compliance Officer of the Agency.*

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

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

Section 5. The Agency 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 Agency 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 Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of
Islip Industrial Development Agency (the "Agency"), 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 Agency 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 Agency 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 14th day of January,
2020.

By: _____
Assistant Secretary

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #5

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF
ISLIP IDA TO APPROVE AN **AUDIT COMMITTEE**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

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 Industrial Development Agency (the Agency) has been identified as an “Authority” subject to the Act, and

Now therefore on a motion by _____ and seconded by Councilwoman _____ be it

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

Chairwoman Mary Kate Mullen

Member John Cochrane

Member Anne Danziger

Upon a vote being taken, the result was:

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #6

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF ISLIP
IDA TO APPROVE A **FINANCE COMMITTEE**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

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 Industrial Development Agency (the Agency) has been identified as an “Authority” subject to the Act, and

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

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

Member Trish Bergin Weichbrodt

Member James P. O'Connor

Member, Ron Meyer

Upon a vote being taken, the result was:

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #7

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION TO APPROVE A **GOVERNANCE
COMMITTEE**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

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 Industrial Development Agency (the Agency) has been identified as an “Authority” subject to the Act, and

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

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

Chairman, John C. Cochrane Jr.

Member, Mary Kate Mullen

Member, Brad Hemingway

Upon a vote being taken, the result was:

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #8

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF ISLIP
IDA TO APPROVE A **CODE OF ETHICS POLICY**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

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 Industrial Development Agency (the Agency) has been identified as an “Authority” subject to the Act, and

Whereas, the Act requires that the Agency 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

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

Resolved, that the Agency 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:

CODE OF ETHICS

The Town of Islip Industrial Development Agency ("IDA" or "the Agency"), in compliance with the Public Authority Accountability Act of 2005, has adopted the following Code of Ethics applicable to each Agency Board Member, the Executive Director and employees. These policies shall serve as a guide for official conduct and are intended to enhance the ethical and professional performance of the Agency's directors and employees and to preserve public confidence in the Agency's mission.

Responsibility of Board Members, Directors and Employees

1. Board members, directors and employees shall perform their duties with transparency, without favor and refrain from engaging in outside matters of financial or personal interest, including other employment that could impair independence of judgment, or prevent the proper exercise of one's official duties.
2. Board members, directors and employees shall not directly or indirectly, make, advise, or assist any person to make any financial investment based upon information available through the director's or employee's official position that could create any conflict between their public duties and interests and their private interests.
3. Board members, directors and employees shall not accept or receive any gift or gratuities where the circumstances would permit the inference that: (a) the gift is intended to influence the individual in the performance of official business or (b) the gift constitutes a tip, reward, or sign of appreciation for any official act by the individual. This prohibition extends to any form of financial payments, services, loans, travel reimbursement, entertainment, hospitality, thing or promise from any entity doing business with or before the Agency. Any gifts or gratuities received by a board member, director or employee shall be reported to the Ethics Officer within forty eight hours of the receipt thereof.
4. Board members, directors and employees shall not use or attempt to use their official position with the Agency to secure unwarranted privileges for themselves, members of their family or others, including employment with the Agency or contracts for materials or services with the Agency.
5. Board members, directors and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be

affected by the position of or relationship with any other party, or that they are acting in violation of their public trust.

6. Board members, directors and employees may not engage in any official transaction with an outside entity in which they have a direct or indirect financial interest that may reasonably conflict with the proper discharge of their official duties.

7. Board members, directors and employees shall manage all matters within the scope of the Agency's mission independent of any other affiliations or employment. Directors, including ex officio board members, and employees employed by more than one government shall strive to fulfill their professional responsibility to the Agency without bias and shall support the Agency's mission to the fullest.

8. Board members, directors and employees shall not use Agency property, including equipment, telephones, vehicles, computers, or other resources, or disclose information acquired in the course of their official duties in a manner inconsistent with State or local law or policy and the Agency's mission and goals.

9. Board members, directors and employees are prohibited from appearing or practicing before the Agency for two (2) years following employment with the Agency, consistent with the provisions of the New York State Public Officers Law.

Implementation of Code of Ethics

This Code of Ethics shall be provided to all board members, directors and employees upon commencement of employment or appointment and shall be reviewed annually by the Governance Committee. The board may designate an Ethics Officer, who shall report to the board and shall have the following duties:

- Counsel in confidence Agency board members, directors and employees who seek advice about ethical behavior.
- Receive and investigate complaints about possible ethics violations.
- Dismiss complaints found to be without substance.
- Prepare an investigative report of their findings for action by the Executive Director or the board.
- Record the receipt of gifts or gratuities of any kind received by a director or employee.

Penalties

In addition to any penalty contained in any other provision of law, an Agency board member, director or employee who knowingly and intentionally violates any of the provisions of this code may be removed in the manner provided for in law, rules or regulations.

Reporting Unethical Behavior

Board members, directors and employees are required to report possible unethical behavior by a board member, director or employee of the Agency to the Ethics Officer. Board members, directors and employees may file ethics complaints anonymously and are protected from retaliation by the policies adopted by the Agency.

Adopted on January 23, 2018

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #9

**TYPE OF RESOLUTION: RESOLUTION TO APPROVE AN
INVESTMENT POLICY**

COMPANY: N/A

PROJECT LOCATION: N/A

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

January 14, 2020

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 Industrial Development Agency (the Agency) has been identified as an “Authority” subject to the Act.

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

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

Upon a vote being taken, the result was:

INVESTMENT POLICY
Town of Islip Industrial Development Agency

This Investment Policy of the Town of Islip Industrial Development Agency (the Agency) 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 Agency. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy. This Investment Policy is intended to comply with the General Municipal Law, the Public Authorities Law, and any other applicable Federal, State and Local Laws.

DELEGATION OF AUTHORITY

The responsibility for conducting investment transactions involving the Agency resides with the Chief Financial Officer of the Agency under the direction and oversight of the Chairman of the Agency. Only the Chief Financial Officer and those authorized by resolution or the Agency's By-laws may invest public funds.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit of funds or acting in a fiduciary capacity for the Agency, shall require the outside person to notify the Agency in writing, within thirty (30) days of receipt of all communication from its auditor of the outside person or any regulatory authority, of the existence of material weakness in the internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the Agency by the outside person.

The records of investment transactions made by or on behalf of the Agency are public records and are the property of the Agency whether in the custody of the Agency or in the custody of a fiduciary or other third party.

The Chief Financial Officer of the Agency under the direction and oversight of the Chairman shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the Agency responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statements and related reports on internal control structure of all outside persons performing any of the following for the Agency:

- (i) investing public funds of the Agency;
- (ii) advising on the investment of public funds of the Agency;
- (iii) directing the deposit or investment of public funds of the Agency; or
- (iv) acting in a fiduciary capacity for the Agency.

A bank, savings and loan association or credit union providing only depository services shall not be required to provide an audited financial statement and related report on its internal control structure.

OBJECTIVES

The primary objectives, in order of priority, of all investment activities involving the financial assets of the Agency shall be the following:

- (i) Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective;
- (ii) Liquidity: Maintaining the necessary liquidity to match expected liabilities and expenses is the second investment objective;
- (iii) Return: Obtaining a reasonable return is a third investment objective.

OPERATIVE POLICY

The Agency shall conduct its investment activities involving 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 Agency in a manner that complies with the General Municipal Law and the Public Authorities Law of New York State.

Prior to making an investment of any operating funds, bond proceeds and other funds of the Agency, other than those associated with a bank, savings and loan association or credit union involving a depository relationship only, the Agency shall obtain at least three (3) bids and award the contract to the most responsible bidder whose bid most closely meets the objectives of this Investment Policy.

The Chief Financial Officer, the Chairman and all officers and employees of the Agency involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Nothing contained within this Policy however, shall prohibit the Chief Financial Officer, the Chairman, or any other officer or member of the Board, or employee of the Agency from obtaining interests in mutual funds which may include within its investment portfolio, bonds, debentures, notes or other evidence of indebtedness of the Agency; provided however, that the Agency's bonds, debentures, notes or other evidence of indebtedness may not make up more than ten percent (10%) of the mutual fund's total portfolio and the Chief Financial Officer, the Chairman, other officers or Board Members, or employees may not exercise any discretion with respect to the investments made by the mutual fund company.

The Chief Financial Officer shall submit to the Board an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with budgetary expectations, if any.

This Investment Policy shall be reviewed and approved annually.

Adopted by the IDA Board of Directors on January 20, 2016.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #10

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF ISLIP
IDA TO APPROVE A **PROCUREMENT POLICY**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

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 Industrial Development Agency (the Agency) has been identified as an "Authority" subject to the Act, and

Now therefore on a motion by _____, seconded by _____

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

Upon a vote being taken, the result was:

PROCUREMENT POLICY
Town of Islip Industrial Development Agency

ARTICLE I. SCOPE AND PURPOSE

Pursuant to Section 2824 of the Public Authorities Law, the Town of Islip Industrial Development Agency (the AAgency@) is required to establish and 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 Agency. The primary objectives of this Procurement Policy (the APolicy@) are to assure the prudent and economical use of public monies in the best interests of the taxpayers in the Town of Islip, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

ARTICLE II. PROCUREMENT PROCEDURE

1. PROCUREMENT SUBJECT TO COMPETITIVE BIDDING. In order to determine if the procurement of goods or services is subject to competitive bidding, the Chairman or an authorized designee shall:
 - a. Make an initial determination as to whether the expenditure will be (i) more than \$35,000 for the performance of a public works contract (services, labor or construction) or (ii) more than \$20,000 for any purchase contract (commodities, materials, supplies or equipment).
 - b. Review the purchase request against prior year's expenditures and shall make a good faith effort to determine whether it is known or can reasonably be expected that the aggregate purchases of a similar nature will exceed the dollar amounts set forth in paragraph (a) of this Section. If so, the procurement will be subject to competitive bidding.
2. DETERMINATION. If the procurement is not subject to competitive bidding, as determined in section (1) above, then prior to commencing any procurement of goods and services, the Chairman or an authorized designee shall prepare a written statement setting forth a determination that (a) competitive bidding is not required for such procurement, and, if applicable, (b) such procurement is not subject to the requirements of this Policy. Such written statements shall be maintained in a specially designated file at the Agency offices and shall also be filed with the purchase order or contract of the goods or services.
3. PROCEDURES FOR THE PURCHASE OF GOODS UNDER \$20,000.
 - a. \$0.01 - \$500 May be purchase at the discretion of the Chairman or the authorized designee.
 - b. \$501 - \$3,000 Upon Agency approval, may be purchased from the vendor

providing the lowest quote after receiving and documenting at least three (3) verbal quotes.

- c. \$3,000 - \$19,999 Upon Agency approval, may be purchased from the vendor providing the lowest quote after receiving at least three (3) written, faxed, or e-mailed quotes.

4. PROCEDURES FOR THE PURCHASE OF PUBLIC WORKS OR SERVICES UNDER \$35,000.

- a. \$0.01 - \$1,000 May be purchased at the discretion of the Chairman or the authorized designee.
- b. \$1,001 - \$5,000 Upon Agency approval, may be purchased after receiving and documenting at least three (3) verbal quotes.
- c. \$5,001 - \$34,999 Upon Agency approval, may be purchased from the vendor providing the lowest quote after receiving at least three (3) written, faxed, or e-mailed quotes.

5. QUOTES.

- b. Verbal Quote. The documentation of a verbal quote shall include, at a minimum, the date, item or service desired, price quoted, name of vendor, name of vendor=s representative, if any, delivery or service date.
- c. Written Quote. The Vendor should provide, at a minimum, the date, description of item or details of service, price quoted, name of vendor, contact information, delivery or service date.
- d. Award of Contract. Contracts shall be awarded to the lowest responsible vendor whose goods and/or services meet the specifications.

6. CIRCUMSTANCES JUSTIFYING AN AWARD TO OTHER THAN LOWEST QUOTE.

- a. Delivery or service requirements.
- b. Specification requirements.
- c. Quality.
- d. Past vendor performance.
- e. Unavailability of three (3) or more vendors who are able to provide a quote.
- f. It is in the best interests of the Agency to consider only one vendor who has previous expertise with respect to the particular procurement.

When an award is made to a vendor who did not provide the lowest quote, the reason why it is in the best interests of the Agency must be set forth and justified in writing, by the Chairman or an authorized designee, and maintained in a specially designated file at the Agency Offices and shall also be filed with the purchase order or contract of the goods or services.

ARTICLE III. EXCEPTIONS FROM BIDDING.

1. EMERGENCY. An emergency exists if the delay caused by soliciting quotes would endanger the health, welfare or property of the municipality or of the citizens. With approval of the Chairman, such emergency shall not be subject to competitive bidding or the procedures stated herein. The Chairman shall obtain a verbal quote, at a minimum, which shall be documented and shall also include a description of the facts giving rise to the emergency and that it meets the criteria set forth herein. Said documentation may also include the opinions of Counsel regarding the exception from bidding.
2. Professional Services. This category includes services which require special education and/or training, license to practice or are creative in nature. Examples include: lawyers, doctors, accountants, engineers, artists, etc. The Agency may seek Requests for Proposals for such services. In its selection, the Agency should consider cost, experience, expertise, reputation, staffing, location and suitability for the needs of the Agency. The Chairman shall prepare, in writing, the basis for the selection and the description of the professional service. Said documentation may also include the opinions of Counsel regarding the exception from bidding.
3. SOLE SOURCES. In this situation, there is only one possible source from which to procure goods and/or services and it is shown that the item needed has unique benefits compared to other goods and/or services available in the marketplace; no other item provides substantially equivalent or similar benefits; and considering the benefits the cost is reasonable. The Agency should adopt a resolution describing the goods and/or services and waiving the bidding requirements prior to procurement and should provide evidence that, as a matter of fact, there is no competition available. Said documentation may also include the opinions of Counsel regarding the exception from bidding.
4. TRUE LEASE. The Chairman shall obtain written quotes and shall prepare a cost benefit analysis of leasing versus purchasing. Said documentation may also include the opinions of Counsel regarding the exception from bidding.
5. INSURANCE. The Chairman shall, at a minimum, obtain several verbal quotes, as defined herein. An analysis regarding why a particular selection was made should be prepared and documented. Said documentation may also include the opinions of Counsel regarding the exception from bidding.

ARTICLE IV. MISCELLANEOUS.

1. The Agency shall annually review this Policy.
2. The unintentional failure to comply with the provisions of this Policy an the applicable law shall not be grounds to void action taken or give rise to a cause of action against the Agency or any director, officer, member or employee thereof.

This Policy was duly adopted by the IDA Board of Directors on January 14, 2020.

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #11

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF ISLIP
IDA TO APPROVE A **CONFLICT OF INTEREST POLICY**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency held at Islip Town Hall, 655 Main Street, Islip, New York on the 14th day of January, 2020, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the adoption of a Conflict of Interest Policy of the Town of Islip Industrial Development Agency in furtherance of the provisions of the PAAA and the Act, each as amended.

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 INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING AND
ADOPTING A CONFLICT OF INTEREST POLICY
NECESSARY TO IMPLEMENT THE PROVISIONS OF
THE PAAA AND THE ACT, AS AMENDED AND
APPROVING THE FORM, SUBSTANCE AND
EXECUTION OF RELATED DOCUMENTS

WHEREAS, by 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 the same may be amended from time to time (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power, among other things, to promote, develop, encourage and assist in the acquisition, construction, improvement, maintenance, equipping and furnishing of certain industrial, manufacturing, warehousing, commercial, research, and recreation facilities as authorized by the Act in order to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, New York and of the State of New York and to improve their standard of living; and

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

WHEREAS, the purpose of a conflict of interest policy is to protect the Agency’s interest when it is contemplating entering into a transaction or arrangement that could benefit the private interest of a board member or employee of the Agency or could result in a possible excess benefit transaction; and

WHEREAS, in order for the Agency to be more transparent and accountable to the public, the Agency desires to develop a written conflict of interest policy to formally establish the procedures for dealing with conflict of interest situations and assure that the Agency’s interest prevails over personal interests of the Agency’s board members and employees; and

WHEREAS, a Conflict of Interest Policy would permit the Agency to continue to provide financial assistance to various business entities to acquire, locate, construct, renovate, equip and/or expand in the Town of Islip, New York (the “**Town**”), which would generate additional revenues, housing and employment within the Town; and

WHEREAS, to carry out the Agency’s purposes under the PAAA, as amended and the Act, the Agency has the power under the Act to adopt the Conflict of Interest Policy;

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) Authorizing and adopting the Conflict of Interest Policy will allow the Agency to formally establish the procedures for dealing with conflict of interest situations and assure that the Agency's interest prevails over personal interests of the Agency's board members and employees; and

(c) Authorizing and adopting the Conflict of Interest Policy will allow the Agency to continue to provide financial assistance to various business entities to acquire, locate, construct, renovate, equip and/or expand in the Town, which would generate additional revenues, housing and employment within the Town; and

(d) It is desirable and in the public interest for the Agency to adopt the Conflict of Interest Policy.

(e) The adoption of a stand-alone Conflict of Interest Policy will permit the Agency to maintain stand-alone Conflict of Interest Policy.

Section 2. In consequence of the foregoing, the Agency hereby determines to adopt the Conflict of Interest Policy, a copy of which is attached hereto as Exhibit A and made a part hereof.

Section 3. The Agency 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 Agency are hereby approved, ratified and confirmed.

Section 4. This resolution shall take effect immediately.

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held on the 14th day of January, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency 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 Agency 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 14th day of January, 2020.

By: _____
Assistant Secretary

Exhibit A

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
CONFLICT OF INTEREST POLICY

Conflicts of Interest: A conflict of interest is a situation in which the financial, familial, or personal interests of a director or employee come into actual or perceived conflict with their duties and responsibilities with the Town of Islip Industrial Development Agency (“Agency”). Perceived conflicts of interest are situations where there is the appearance that a board member and/or employee can personally benefit from actions or decisions made in their official capacity, or where a board member or employee may be influenced to act in a manner that does not represent the best interests of the Agency. The perception of a conflict may occur if circumstances would suggest to a reasonable person that a board member may have a conflict. The appearance of a conflict and an actual conflict should be treated in the same manner for the purposes of this Policy.

Board members and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust. While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest typically arises whenever a director or employee has or will have:

- A financial or personal interest in any person, firm, corporation or association which has or will have a transaction, agreement or any other arrangement in which the Agency participates.
- The ability to use his or her position, confidential information or the assets of the Agency, to his or her personal advantage.
- Solicited or accepted a gift of any amount under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of his/her official duties or was intended as a reward for any action on his/her part.
- Any other circumstance that may or appear to make it difficult for the board member or employee to exercise independent judgment and properly exercise his or her official duties.

Outside Employment of Agency’s Employees: No employee may engage in outside employment if such employment interferes with his/her ability to properly exercise his or her official duties with the Agency.

PROCEDURES

Duty to Disclose: All material facts related to the conflicts of interest (including the nature of the interest and information about the conflicting transaction) shall be disclosed in good faith and in writing to the Governance Committee. Such written disclosure shall be made part of the official record of the proceedings of the Agency.

Determining Whether a Conflict of Interest Exists: The Governance Committee shall advise the individual who appears to have a conflict of interest how to proceed. The Governance Committee should seek guidance from counsel or New York State agencies, such as the Authorities Budget Office, State Inspector General or the Joint Commission on Public Ethics (“JCOPE”) when dealing with cases where they are unsure of what to do.

Recusal and Abstention: No board member or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any organization in which he or she is deemed to have an interest. Board members and employees must recuse themselves from deliberations, votes, or internal discussion on matters relating to any organization, entity or individual where their impartiality in the deliberation or vote might be reasonably questioned, and are prohibited from attempting to influence other board members or employees in the deliberation and voting on the matter.

Records of Conflicts of Interest: The minutes of the Agency’s meetings during which a perceived or actual conflict of interest is disclosed or discussed shall reflect the name of the interested person, the nature of the conflict, and a description of how the conflict was resolved.

Reporting of Violations: Board members and employees should promptly report any violations of this policy to Executive Officer or counsel to the Agency.

Adopted January 14, 2020

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020**

AGENDA ITEM #12

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION ON BEHALF OF THE TOWN OF ISLIP
IDA TO APPROVE A **TRAVEL AUTHORIZATION AND
MILEAGE REIMBURSEMENT GUIDELINE**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

WHEREAS, the Town of Islip Industrial Development Agency (the Agency) 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 Agency is to promote and encourage economic development within the Town of Islip; and

WHEREAS, periodically, it is necessary that the Agency 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 Agency 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

RESOLVED, that the Chairman, or his designee, has authorized the Agency 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
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #13

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION APPROVING A **WHISTLEBLOWER**
POLICY ON BEHALF OF THE TOWN OF ISLIP IDA

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at 40 Nassau Avenue, Islip, New York on the 14th day of January 2020, the following members of the Agency were:

Present:

Absent:

Recused:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to adopting a **Whistleblower Protection Policy** of the Town of Islip Industrial Development Agency necessary to implement the provisions of the PAAA and the N-PCL, as amended.

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
INDUSTRIAL DEVELOPMENT AGENCY ADOPTING
A WHISTLEBLOWER PROTECTION POLICY OF
THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT
AGENCY NECESSARY TO IMPLEMENT THE
PROVISIONS OF THE PAAA AND THE ACT, AS
AMENDED

WHEREAS, by 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 from time to time (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the New York State Legislature adopted the Public Authorities Accountability Act of 2005, 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 requires that the Agency adopt policies including a Whistleblower Protection Policy (the “**Whistleblower Protection Policy**”), to comply with the provisions of the PAAA; and

WHEREAS, to carry out the aforesaid purposes, the Agency has the power under the Act to do all things necessary to fulfill its obligations imposed by the PAAA.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) Adopting the Whistleblower Protection Policy will allow the Agency to operate in compliance with the Act and in compliance with the PAAA, and cause the Agency to operate more efficiently, openly and with greater accountability to the residents of the Town.

Section 2. In consequence of the foregoing, the Agency hereby determines to adopt (i) the Whistleblower Protection Policy, a copy of which is attached hereto as Exhibit A and made a part hereof.

Section 3. The Agency hereby undertakes to comply with all other provisions of the PAAA applicable to the Agency as diligently as possible.

Section 4. The Agency 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 Agency with respect to such activities are hereby approved, ratified and confirmed.

Section 5. This resolution shall take effect immediately.

COUNTY OF SUFFOLK)

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on the 14th day of January, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency 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 Agency 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 14th day of January, 2020.

By: _____
Assistant Secretary

Exhibit A

Town of Islip Industrial Development Agency

Whistle-Blower Protection/Code of Conduct Policy

In keeping with the policy of maintaining the highest standards of conduct and ethics, the Town of Islip Industrial Development Agency (the "Agency") will investigate any suspected Fraudulent or Dishonest Conduct by an employee, director or agent of the Agency. The Agency is committed to maintaining the highest standards of conduct and ethical behavior and promotes a working environment that values respect, fairness and integrity. All employees, directors and agents shall act with honesty, integrity and openness in all their dealings as representatives for the organization. Failure to follow these standards will result in disciplinary action including possible termination of employment, dismissal from one's board or agent duties and possible civil or criminal prosecution if warranted.

Employees, members, consultants and agents are encouraged to report suspected acts of Fraudulent or Dishonest Conduct by an employee, members or agent of the Agency, (i.e. to act as "Whistle-Blower"), pursuant to the procedures set forth below.

Reporting

A person's concerns about suspected acts of Fraudulent or Dishonest Conduct by an employee, member or agent of the Agency should be reported to the Executive Director and/or the Deputy Executive Director of the Agency. If for any reason a person finds it difficult to report his or her concerns to the Executive Director and/or the Deputy Executive Director, the person may report the concerns directly to the Chair of the Board, or any member of the Board of Directors. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to any one of the individuals listed above.

Definitions

Baseless Allegations: Allegations made with reckless disregard for their truth or falsity. People making such allegations may be subject to disciplinary action by the Agency, and/or legal claims by individuals accused of such conduct.

Fraudulent or Dishonest Conduct: The act of wrongdoing, misconduct, malfeasance or other inappropriate behavior by an employee, member or agent of the Agency, including a deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

- forgery or alteration of documents;
- unauthorized alteration or manipulation of computer files;
- fraudulent financial reporting;
- pursuit of a benefit or advantage in violation of the Agency's Conflict of Interest Policy;

- misappropriation or misuse of the Agency's resources, such as funds, supplies, or other assets;
- authorizing or receiving compensation for goods not received or services not performed;
- authorizing or receiving compensation for hours not worked; and
- the violation of any Law, Rule or Regulation.

Law, Rule or Regulation: Any duly enacted statute, or ordinance or any rule or regulation promulgated pursuant to any federal, state or local statute or ordinance.

Public Body: includes the following:

- The United States Congress, any state legislature, or any popularly-elected local governmental body, or any member or employee thereof;
- Any federal, state, or local judiciary, or any member or employee thereof, or any grand or petit jury; and
- Any federal, state, or local law enforcement agency, prosecutorial office, or police or peace office.

Retaliatory Personnel Action: The discharge, suspension or demotion of an employee, or other adverse employment action taken against the employee in the terms and conditions of employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees.

Whistle-Blower: An employee, consultant or agent who informs the Executive Director, the Deputy Executive Director, the Chair of the Board or any other member of the Board of Directors, or Public Body pursuant to the provisions of this policy about an activity relating to the Agency which that person believes to be Fraudulent or Dishonest Conduct.

Rights and Responsibilities

Supervisors

The Executive Director and/or Deputy Executive Director are required to report suspected Fraudulent or Dishonest Conduct to the Chair of the Board.

Reasonable care should be taken in dealing with suspected Fraudulent or Dishonest Conduct to avoid:

- Baseless Allegations; premature notice to persons suspected of Fraudulent or Dishonest Conduct and/or disclosure of suspected Fraudulent or Dishonest Conduct to others not involved with the investigation; and
- violations of a person's rights under law.

Due to the important yet sensitive nature of the suspected Fraudulent or Dishonest Conduct, effective professional follow-up is critical. The Executive Director and/or the

Deputy Executive Director, while appropriately concerned about “getting to the bottom” of such issues, should not in any circumstances perform any investigative or other follow up steps on his or her own. Accordingly, when the Executive Director and/or the Deputy Executive Director becomes aware of suspected Fraudulent or Dishonest Conduct he or she:

- should not contact the person suspected of Fraudulent or Dishonest Conduct to further investigate the matter or demand restitution;
- should not discuss the case with attorneys, the media or anyone other than the members of the Board; and
- should not report the case to an authorized law enforcement officer without first discussing the case with the members of the Board.

Investigation

All relevant matters, including suspected but unproved allegations of Fraudulent or Dishonest Conduct, will be reviewed and analyzed, with documentation of the receipt, retention, investigation and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings will be communicated back to the reporting person, if appropriate. Investigations may warrant investigation by an independent person such as auditors and/or attorneys.

Whistle-Blower Protection

The Agency will protect Whistle-Blowers pursuant to the guidelines set forth below.

- The Agency will use its best efforts to protect Whistle-Blowers against all Retaliatory Personnel Actions. Whistle-Blowing complaints will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that Whistle-Blower complaints will only be shared with those who have a need to know so that the Agency can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel. (Should disciplinary or legal action be taken against a person or persons as a result of a Whistle-Blower complaint, such persons may also have right to know the identity of the Whistle-Blower.);
- Employees, members, consultants and agents of the Agency may not engage in any Retaliatory Personnel Action against a Whistle-Blower for (i) disclosing or threatening to disclose to the Executive Director, the Deputy Executive Director, the Chair of the Board or any other member of the Board of Directors, as applicable, any activity which that person believes to be Fraudulent or Dishonest Conduct, or (ii) objecting to or refusing to participate in any Fraudulent or Dishonest Conduct. Whistle-Blowers who believe that they have been the victim of a Retaliatory Personnel Action may file a written complaint with the Executive Director, the Deputy Executive Director, the Chair of the Board or member of the Board of Directors, as applicable. Any complaint of a Retaliatory Personnel Action will be promptly investigated and appropriate corrective measures taken if

such allegations are substantiated. This protection from Retaliatory Personnel Action is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors;

- Employees, members, consultants and agents of the Agency may not engage in any Retaliatory Personnel Action against a Whistle-Blower for (i) disclosing, or threatening to disclose to a Public Body any activity which that person believes to be Fraudulent or Dishonest Conduct, or (ii) providing information to, or testifying before, any Public Body conducting an investigation, hearing or inquiry into any such Fraudulent or Dishonest Conduct. Provided, however, that Whistle-Blowers who disclose or threaten to disclose any Fraudulent or Dishonest Conduct to a Public Body are not covered under this policy unless he or she first brings the allegation of Fraudulent or Dishonest Conduct to the attention of the Executive Director, the Deputy Executive Director, the Chair of the Board or any other member of the Board of Directors, as applicable, and has afforded the Agency a reasonable opportunity to correct and or remedy such Fraudulent or Dishonest Conduct; and
- Whistle-Blowers must be cautious to avoid Baseless Allegations.

Other Legal Rights Not Impaired

- The Whistle-Blower Protection/Code of Conduct Policies set forth herein are not intended to limit, diminish or impair any other rights or remedies that an individual may have under the law with respect to disclosing potential wrongdoing free from retaliation or adverse personnel action.

Adopted: January 14, 2020

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #14

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION APPROVING A **PROPERTY**
DISPOSITION POLICY ON BEHALF OF THE TOWN OF
ISLIP IDA

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at 40 Nassau Avenue, Islip, New York on the 14th day of January 2020, the following members of the Agency were:

Present:

Absent:

Recused:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to adopting a **Property Disposition Policy** of the Town of Islip Industrial Development Agency necessary to implement the provisions of the PAAA, as amended.

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
INDUSTRIAL DEVELOPMENT AGENCY ADOPTING
A PROPERTY DISPOSITION POLICY OF THE TOWN
OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
NECESSARY TO IMPLEMENT THE PROVISIONS OF
THE PAAA AND THE ACT, AS AMENDED

WHEREAS, by 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 from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency"), was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the New York State Legislature adopted the Public Authorities Accountability Act of 2005, 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 requires that the Agency adopt policies including a Property Disposition Policy (the "Property Disposition Policy"), to comply with the provisions of the PAAA; and

WHEREAS, to carry out the aforesaid purposes, the Agency has the power under the Act to do all things necessary to fulfill its obligations imposed by the PAAA.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) Adopting the Property Disposition Policy will allow the Agency to operate in compliance with the Act and in compliance with the PAAA, and cause the Agency to operate more efficiently, openly and with greater accountability to the residents of the Town.

Section 2. In consequence of the foregoing, the Agency hereby determines to adopt (i) the Property Disposition Policy, a copy of which is attached hereto as Exhibit A and made a part hereof.

Section 3. The Agency hereby undertakes to comply with all other provisions of the PAAA applicable to the Agency as diligently as possible.

Section 4. The Agency 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 Agency with respect to such activities are hereby approved, ratified and confirmed.

Section 5. This resolution shall take effect immediately.

Exhibit A

Town of Islip Industrial Development Agency

Property Disposition Policy

In keeping with the policy of maintaining the highest standards of conduct and ethics and to operate in the most accountable and open manner, the Town of Islip Industrial Development Agency (the "Agency") will maintain adequate inventory controls and accountability systems for all Property (as such term is defined below) under its control. Furthermore, the Agency will Dispose (as such term is defined below) of Property in compliance with any applicable Law, Rule or Regulation (as such term is defined below). Failure to follow the provisions of this Property Disposition Policy will result in disciplinary action including possible termination of employment, dismissal from one's board or agent duties and possible civil or criminal prosecution if warranted.

Definitions

Contracting Officer shall mean the Executive Director of the Agency.

Dispose, Disposed or Disposal shall mean the transfer of title or any other beneficial interest in personal or real property in accordance with Section 2897 of the New York Public Authorities Law.

Law, Rule or Regulation: Any duly enacted statute, or ordinance or any rule or regulation promulgated pursuant to any federal, state or local statute or ordinance.

Property shall mean (a) personal property in excess of five thousand dollars (\$5,000.00) in value, (b) real property, and (c) any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Operative Policy

Inventory Controls and Accountability Systems

The Contracting Officer of the Agency shall be responsible for the Agency's compliance with this Property Disposition Policy and the supervision and control of all Property Disposed of by the Agency. In addition, the Contracting Officer shall have the responsibility to insure the Agency operates in compliance with Article 9 Title 5-A of the New York Public Authorities Law, including creating and maintaining adequate inventory controls and accountability systems for all Property under the control of the Agency and periodically inventorying such property to determine which, if any, property should be Disposed by the Agency. The Contracting Officer shall recommend to the Board any Property he or she deems suitable for Disposal.

Disposition of Property

Unless otherwise authorized by this Policy, the Agency shall Dispose of Property for not less than fair market value ("FMV") by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such terms and conditions as the Contracting Officer deems proper. Provided, however, that no disposition of real property, any interest in real property, or any other Property which because of its unique nature is not subject to fair market pricing shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction.

Unless otherwise authorized by this Policy, prior to disposing of Property or entering into a contract for the Disposal of Property, the Agency shall publicly advertise for bids for such Disposal or contract for Disposal. The advertisement for bids shall be made at such a time prior to the Disposal or contract for Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. Such advertisement shall include the date, time and place the bids will be publicly disclosed by the Agency. The Agency shall award the contract with reasonable promptness to the most responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to New York State (the "State"), price and other factors considered; provided, however, that Agency reserves the right to reject all such bids when it is in the public interest to do so.

The Agency may Dispose of Property or enter into contracts for the disposal of Property via negotiation or public auction without regard to the two (2) paragraphs immediately above, but subject to obtaining such competition as is feasible under the circumstances, if:

- (i) the personal property involved is of a nature and quantity which, if Disposed of under the first two (2) paragraphs of this section, would adversely affect the state or local market for such Property, and the estimated FMV of such Property and other satisfactory terms of the Disposal can be obtained by negotiation;
- (ii) the FMV of the Property does not exceed fifteen thousand dollars (\$15,000.00);
- (iii) bid prices after advertising therefore are not reasonable, either as to all or some part of the Property, or have not been independently arrived at in open competition;
- (iv) the Disposal is to the State or any political subdivision of the State, and the estimated FMV of the Property and other satisfactory terms of the Disposal are obtained by negotiation;
- (v) the Disposal is for an amount less than the estimated FMV of the Property, the terms of such Disposal are obtained by public auction or negotiation, the Disposal of the Property is intended to further the public health, safety or welfare or an economic development interest of the State or a political subdivision of the State, including but not limited to, the prevention or

remediation of a substantial threat to public health or safety, the creation or retention of a substantial number of job opportunities, or the creation or retention of a substantial source of revenues, and the purpose and terms of the Disposal are documented in writing and approved by resolution of the Board; or

- (vi) such Disposal or related action is otherwise authorized by law.

The Agency shall file an explanatory statement with the comptroller, the director of the division of budget, the commissioner of general services and the legislature not less than ninety (90) days before the Agency Disposes the Property if the Property is personal property in excess of \$15,000, or real property that has a fair market value in excess of \$100,000. When the Property is Disposed by lease (or exchange), then the Agency shall file an explanatory statement when the Property is real property leased for a term of five (5) years or less with an estimated fair annual rent exceeding one-hundred thousand (\$100,000.00) in any given year, real property leased for a term greater than five (5) years with an estimated fair annual rent exceeding one-hundred thousand (\$100,000.00) for the entire lease term; or any real property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.

Reporting Requirements

Annual Report

The Agency shall publish, at least annually, an Annual Report (the "Annual Report") listing all Property consisting of real property of the Agency. In addition, the Annual Report shall include a list and full description of all Property consisting of real and personal property Disposed of during such period covered by the Annual Report. The Annual Report shall include the price received by the Agency for the Property, in addition to the name of the purchaser for all such Property sold by the Agency during such period covered by the Annual Report.

The Agency shall deliver copies of the Annual Report with the comptroller, the director of the division of budget, the commissioner of general services and the legislature, and to the extent practicable, post such Annual Report on its website.

Property Disposition Policy

The Agency shall review and approve this Property Disposition Policy annually by resolution of the Board. On or before March 31 of each year, the Agency shall file with the Comptroller a copy of its Property Disposition Policy, including the name of the Contracting Officer appointed by the Agency. Upon such filing with the comptroller, the Agency shall post its Property Disposition Policy on its website.

Adopted: January 14, 2020

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #15

TYPE OF RESOLUTION: TO CONSIDER THE ADOPTION
OF A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE TOWN OF ISLIP IDA & **(CGR)**
CENTER OF GOVERNMENTAL RESEARCH, INC.

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

WHEREAS, the Town of Islip Industrial Development Agency (IDA) is required by NYS Law to conduct a cost benefit analysis for all proposed IDA projects, and

WHEREAS, the Center for Governmental Research (CGR) has developed a web based economic impact modeling tool known as INFORM ANALYTICS that can be used for cost benefit analysis purposes, and

WHEREAS, INFORM ANALYTICS requires web hosting and ongoing maintenance including regular updates to the baseline parameters, and

WHEREAS, CGR is willing to provide hosting and maintenance services to the Town of Islip IDA;

NOW, THEREFORE, on a motion of _____, seconded by

_____ ; be it approved

RESOLVED, that the Chairperson of the Agency, or her designee, is hereby authorized to enter into a contract with the Center for Governmental Research to host and maintain the economic impact model known as INFORM ANALYTICS, allowing it to be continuously available to the Town of Islip IDA for the duration of the contract.

UPON a vote being taken the result was:



Program Solutions

Governmental Education • Economic Development • Health & Human Services • Nonprofit & Community



December 12, 2019

Mr. William Mannix
Executive Director
Town of Islip IDA
40 Nassau Avenue
Islip, NY 11751

Dear Mr. Mannix:

Thank you for being an InformAnalytics customer. We hope you have enjoyed the upgrades we made to the software to better serve your needs.

Your annual maintenance agreement is enclosed. We ask that you please sign and return the agreement with the annual fee listed below. In order to ensure your access to InformAnalytics for the 2020 calendar year, please submit your signed agreement and payment by March 31, 2020.

CGR will sign and return a copy of the agreement for your records.

As in the past, our 2020 pricing model is based on the number of times your IDA has used InformAnalytics to model a new project:

- **\$545.00** for up to 3 analyses
- **\$900.00** for 4-10 analyses
- **\$1,435.00** for 11 or more analyses

Since your IDA used InformAnalytics 10 times in 2019, your renewal fee is **\$900**. The duration of the agreement will be for all of calendar year 2020. The contract and pricing include the following:

- CGR will continue to host the web-based economic impact model on its data servers, allowing the model to be continuously available to the Town of Islip IDA for the duration of the agreement.
- CGR will update the economic impact model's parameters once during the duration of the agreement. **(See important note on page 2 regarding your update.)**
- CGR will provide up to two hours of technical assistance on the model and / or questions of economic impact related to projects that are entered into the model.

for the duration of the agreement. Additional technical support will be billed in quarter-hour increments.

Sincerely,



Patrick Smith
Director of Business Development
psmith@cgr.org
(585) 327-7055

Important Note Regarding 2020 Update: ADDITIONAL ACTION REQUIRED!

Previously, CGR was able to extract tax rates for every taxing jurisdiction from a single database compiled by NYS Taxation and Finance. For staffing reasons, the state no longer maintains a current list.

To ensure your InformAnalytics subscription accurately reflects your community's current tax rates, CGR requests that you provide us with your current tax rate information. Please complete the enclosed form and return to CGR **by July 1, 2020**, either by email to Mike Silva (msilva@cgr.org) or via US Mail to CGR, Attn: Mike Silva, 1 S. Washington Street, Suite 400, Rochester, NY 14614. If you already have this information in a different format, feel free to provide that in lieu of the enclosed form. Your model's parameters will be updated upon receipt. If no tax rates are provided, your model will continue to use the tax rates on file. If you have any questions about this year's update, please contact Mike Silva at (585) 327-7072 or msilva@cgr.org.

HOSTING AND MAINTENANCE AGREEMENT - InformAnalytics

This Agreement is made effective as of _____, by and between CGR (Center for Governmental Research Inc.), of One South Washington Street, Suite 400, Rochester, NY 14614 and Town of Islip IDA, 40 Nassau Avenue, Islip, NY 11751.

In this Agreement, the party who is contracting to receive services shall be referred to as "Town of Islip IDA", and the party who will be providing the services shall be referred to as "CGR."

Whereas CGR has developed an economic impact modeling software tool that requires web hosting and ongoing maintenance, including updates to the baseline data parameters, and

Whereas CGR is willing to provide hosting and maintenance services to Town of Islip IDA

Therefore, CGR proposes the following agreement with Town of Islip IDA to facilitate the use, web hosting and maintenance of InformAnalytics.

Section 1. DESCRIPTION OF SERVICES

Between January 1, 2020 and December 31, 2020, CGR will provide the following services (collectively, the "Services"):

- CGR will host InformAnalytics on CGR data servers allowing the model to be continuously available to Town of Islip IDA for the duration of the agreement.
- CGR will update the economic impact software with the most current/relevant data parameters once during the duration of the agreement.
- CGR will provide technical assistance on the software and/or answer questions related to the software application for up to, but not to exceed, 2 hours of staff time for the duration of the agreement. Additional support will be billed at current CGR hourly rates.

Section 2. PAYMENT

Town of Islip IDA will pay CGR \$900 (Nine Hundred Dollars) for the contract year for services described in section 1.

Section 3. PAYMENT TERMS

CGR payment terms are net 10 days after the agreement is signed

Section 4. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid addressed as follows.

If for CGR:

Enka Rosenberg
President and CEO
One South Washington Street, Suite 400
Rochester, NY 14614

If for Town of Islip IDA

Mr. William Mannix
Executive Director
40 Nassau Avenue
Islip, NY 11751

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Section 5. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

This Agreement supersedes any prior written or oral agreements between the parties.

Section 6. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Section 7. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 8. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 9. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New York

Party Providing Services

CGR

Erika Rosenberg
President and CEO

Date

Party Receiving Services

Town of Islip IDA

Mr. William Mannix
Executive Director

Date



TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #16

TYPE OF RESOLUTION: TO CONSIDER TO APPROVE A
ONE YEAR AGREEMENT WITH **AVZ (ALBRECHT,
VIGGIANO, ZURECK & Co., P.C.**

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

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

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

WHEREAS, provisions in the contract allow for four (4) one year extensions upon mutual written consent, and;

WHEREAS, the Town of Islip has received written consent from Albrecht, Viggiano, Zureck & Co., P.C. to extend the contract to perform the audit of the Town for the year ended December 31, 2020, and;

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

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

RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a one year extension with Albrecht, Viggiano, Zureck & Co., P.C., by mutual written consent for Auditing and Accounting Services for the 2020 Audit.

Upon a vote being taken, the result was:

Resolved, this resolution replaces resolution #16 from the Tuesday, January 14, 2020 meeting.

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:

Jeffrey S. Davoli, CPA
Email: jdavoli@avz.com

Robert M. McGrath, CPA
Email: rmcgrath@avz.com

Brian Petersen, CPA
Email: bpetersen@avz.com

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, VIGG AND ZURECK & COMPANY, P.C.

245 PARK AVENUE, 35TH FLOOR
NEW YORK, NY 10167
T 212.792.4075

25 SUFFOLK COURT
HAUPPAUGE, NY 11788-3715
T 631.434.9500 F 631.434.9516
WWW.AVZ.COM

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



Jeffrey S. Davoli, CPA

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #17

TYPE OF RESOLUTION: AN ADOPTION OF A
RESOLUTION APPROVING A CONTRACT WITH **MIKE**
SINISKI FOR COMPUTER SERVICES FOR THE TOWN OF
ISLIP IDA

COMPANY: N/A

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

January 14, 2020

Whereas, the Town of Islip Industrial Development Agency (the Agency) 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 Agency is to promote and encourage economic development within the Town of Islip and,

Whereas, the Agency routinely enters into Payment In Lieu of Taxes (PILOT) agreements with companies to encourage their relocation and /or expansion within the Town; and,

Whereas, those PILOT agreements require the Agency to collect approximately \$18 Million annually from contracted companies and disburse those sums to the affected taxing jurisdictions; and

Whereas, the New York State Office of State Comptroller and New York State Authority Budget Office both require annual reporting of the above mentioned activity, along with other detailed financial and management practices; and

Whereas, the Agency is desirous of contracting the responsibility of certain Information Technology improvements to an outside contractor; now therefore on a motion of

Seconded by _____, be it

Resolved, that the Chairman is authorized to enter into a contract with Mike Siniski for the period of January 14, 2020 until the completion of the task, which is to provide computer programming services for the maintenance of an updated and improved IDA Assessment Roll and Pilot billing system, including training the Town of Islip staff.

Resolved, the compensation for said contract will be set at \$65 an hour and be limited to \$5,000.

Upon a vote being taken, the result was:

**AGREEMENT BETWEEN TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
AND Mike Siniski**

THIS AGREEMENT, entered into the 14th day of January 2020, by and between the TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY ("the AGENCY"), a duly authorized agency of the Town of Islip, 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 the State of New York, as amended, and having its principal place of business at 40 Nassau Ave., Islip, New York, and **Mike Siniski**, 19 Zavra St., Bohemia, NY 11716.

WHEREAS, by a resolution duly adopted on January 14, 2020 (attached hereto), the Chairman of the AGENCY is authorized to enter into this Agreement with **Mike Siniski**;

WHEREAS, the term of this Agreement shall be for the period of January 14, 2020 until completion;

WHEREAS, **Mike Siniski** agrees to perform the following tasks during the term of the Agreement:

- (1) Provide computer programming services for the development of an IDA assessment roll and pilot billing system;

WHEREAS, the AGENCY agrees to compensate Mike Siniski in the amount of \$65 per hour, not to exceed \$5,000.00 for the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and consideration set forth above, the parties hereto agree as set forth:

IN WITNESS WHEREOF, the AGENCY and **Mike Siniski** have executed this Agreement as of the date of the year first written.

Mike Siniski

By: _____
Mike Siniski

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Angie M. Carpenter
Chairwoman

**TOWN OF ISLIP
REQUEST FOR CONTRACT AUTHORIZATION**

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

OBJECTIVE OF CONTRACT:

To provide IT maintenance services for the Agency's IDA Assessment Roll and PILOT billing systems.

SUMMARY OF AGREEMENT:

Amount capped at \$5,000.00 @ \$65.00 per hour

Name of Contractor: Michael Siniski		Contract Amount: \$5,000.00	
Funding Amount	Budget \$5,000.00	Grant	Revenue
Appropriation Account Number: 4YD6410.4-5000		Source of Grant Funding:	
Contract Effective Date: 1-14-2020		Scheduled Termination Date:	
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:
--------------------------------	-------

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:
--	-------

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #18

TYPE OF RESOLUTION: RESOLUTION AUTHORIZING

COMPANY: WATER LILIES, LLC

**PROJECT LOCATION: 1724 FIFTH AVENUE, BAY
SHORE**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency") held on the 14th day of January, 2020, at Islip Town Hall, 655 Main Street, Islip, New York 11751, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the consent to the subleasing of the Suffolk County Industrial LLC 2016 Facility and approving the execution and delivery of related documents.

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 INDUSTRIAL
DEVELOPMENT AGENCY PERTAINING TO THE
CONSENT TO THE SUBLEASING OF THE SUFFOLK
COUNTY INDUSTRIAL LLC 2016 FACILITY AND
APPROVING THE FORM, SUBSTANCE, EXECUTION AND
DELIVERY OF RELATED DOCUMENTS.

WHEREAS, by 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 the State of New York, as may be amended from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency") was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to Suffolk County Industrial, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company") in the acquisition of an approximately 31.64 acre parcel of land located at 1724 Fifth Avenue, Bay Shore, New York 11706 (the "Land"), the renovation of an approximately 396,100 square foot portion of an existing approximately 461,000 square foot building located thereon (excluding the 64,900 square foot portion of the building, consisting of 50,650 square feet of depot space identified as the "Premises" on the site plan map attached to the Lease Agreement as Exhibit B (the "Depot Space"), and 14,250 square feet of garage space identified as "Existing Garage 1 Story Building" in Exhibit B (the "Garage Space"; and together with the Depot Space, the "Bimbo Premises"), occupied by Bimbo Bakeries USA, Inc. ("Bimbo"), as further described in the respective Lease Agreements, each dated as of October 27, 2016 (the "Depot Lease" and the "Garage Lease"; collectively, the "Bimbo Lease"), by and between the Company and Bimbo, which Bimbo Lease also gives Bimbo exclusive rights to use the loading areas, parking areas, access drives, associated trucking aprons, walkways, and other outside areas located on the Bimbo Premises), together with the acquisition and installation of improvements, structures and other related facilities attached to the Land (the "Improvements"), and the acquisition and installation therein of certain equipment and personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"), which Facility will be leased by the Agency to the Company, and used by the Company as an industrial complex for further sublease by the Company to future tenants not yet determined (collectively, the "Sublessees"); and; and

WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of October 1, 2016 (the "Company Lease"), by and between the Company, as lessor, and the Agency, as lessee; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of October 1, 2016, (the "Lease Agreement"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Company has negotiated to sublease a portion of the Facility consisting of approximately 4,677 square feet for the first three (3) years of the Term (as defined in the hereinafter defined Tenant Lease), and approximately 44,200 square feet for the last eleven (11) years of the Term (the "**Demised Premises**"), to Water Lilies Food LLC, a New York limited liability company (the "**Tenant**"), pursuant to certain Agreement of Sublease, dated a date to be determined (the "**Tenant Lease**"), by and between the Company and the Tenant, to be used as a manufacturing and distribution facility in the Tenant's business as a manufacturer of gourmet Asian foods; and

WHEREAS, the Company has requested that the Agency consent to the subleasing of the Demised Premises to the Tenant; and

WHEREAS, the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency; and

WHEREAS, such consent may be manifested by the execution and delivery of a Tenant Agency Compliance Agreement, dated a date to be determined, between the Agency and the Tenant (the "**Tenant Agency Compliance Agreement**"); and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the sublease of the Facility.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) The subleasing of the Demised Premises to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) The Agency consents to the sublease of the Demised Premises to the Tenant; and

(d) The execution of the Tenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the Lease Agreement that any sublease of the Facility be consented to in writing by the Agency; and

(e) It is desirable and in the public interest for the Agency to consent to the sublease of the Facility and to enter into the Tenant Agency Compliance Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement.

Section 3. The form and substance of the Tenant Agency Compliance Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4.

(f) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Tenant Agency Compliance Agreement in the form the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(g) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

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 Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town
of Islip Industrial Development Agency (the "Agency"), including the resolutions contained
therein, held on the 14th day of January, 2020, with the original thereof on file in my office,
and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings are each in
substantially the form presented to the Agency and/or approved by said meeting.

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, that
all members of said Agency had due notice of said meeting and that the meeting was all
respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of
January, 2020.

By _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #19

TYPE OF RESOLUTION: RESOLUTION AUTHORIZING

COMPANY: SEENA INTERNATIONAL, INC.

**PROJECT LOCATION: 1724 FIFTH AVENUE, BAY
SHROE**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency") held on the 14th day of January, 2020, at Islip Town Hall, 655 Main Street, Islip, New York 11751, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the consent to the subleasing of the Suffolk County Industrial LLC 2016 Facility and approving the execution and delivery of related documents.

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 INDUSTRIAL
DEVELOPMENT AGENCY PERTAINING TO THE
CONSENT TO THE SUBLEASING OF THE SUFFOLK
COUNTY INDUSTRIAL LLC 2016 FACILITY AND
APPROVING THE FORM, SUBSTANCE, EXECUTION AND
DELIVERY OF RELATED DOCUMENTS.

WHEREAS, by 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 may be amended from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency") was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to Suffolk County Industrial, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company") in the acquisition of an approximately 31.64 acre parcel of land located at 1724 Fifth Avenue, Bay Shore, New York 11706 (the "Land"), the renovation of an approximately 396,100 square foot portion of an existing approximately 461,000 square foot building located thereon (excluding the 64,900 square foot portion of the building, consisting of 50,650 square feet of depot space identified as the "Premises" on the site plan map attached to the Lease Agreement as Exhibit B (the "Depot Space"), and 14,250 square feet of garage space identified as "Existing Garage 1 Story Building" in Exhibit B (the "Garage Space"; and together with the Depot Space, the "Bimbo Premises"), occupied by Bimbo Bakeries USA, Inc. ("Bimbo"), as further described in the respective Lease Agreements, each dated as of October 27, 2016 (the "Depot Lease" and the "Garage Lease"; collectively, the "Bimbo Lease"), by and between the Company and Bimbo, which Bimbo Lease also gives Bimbo exclusive rights to use the loading areas, parking areas, access drives, associated trucking aprons, walkways, and other outside areas located on the Bimbo Premises), together with the acquisition and installation of improvements, structures and other related facilities attached to the Land (the "Improvements"), and the acquisition and installation therein of certain equipment and personal property (the "Equipment"; and, together with the Land and the Improvements, the "Facility"), which Facility will be leased by the Agency to the Company, and used by the Company as an industrial complex for further sublease by the Company to future tenants not yet determined (collectively, the "Sublessees"); and; and

WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of October 1, 2016 (the "Company Lease"), by and between the Company, as lessor, and the Agency, as lessee; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of October 1, 2016, (the "Lease Agreement"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Company has entered into negotiations to sublease a portion of the Facility consisting of approximately 50,000 square feet for a term of seven (7) years (the "Demised Premises"), to Seena International Inc., a New York business corporation (the "Tenant"), pursuant to certain Agreement of Sublease, dated a date to be determined (the "Tenant Lease"), by and between the Company and the Tenant, to be used by the Tenant in its business as a wholesale distributor of men's and boy's apparel; and

WHEREAS, the Company has requested that the Agency consent to the subleasing of the Demised Premises to the Tenant; and

WHEREAS, the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency; and

WHEREAS, such consent may be manifested by the execution and delivery of a Tenant Agency Compliance Agreement, dated a date to be determined, between the Agency and the Tenant (the "Tenant Agency Compliance Agreement"); and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the sublease of the Facility.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) The subleasing of the Demised Premises to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) The Agency consents to the sublease of the Demised Premises to the Tenant; and

(d) The execution of the Tenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the Lease Agreement that any sublease of the Facility be consented to in writing by the Agency; and

(e) It is desirable and in the public interest for the Agency to consent to the sublease of the Facility and to enter into the Tenant Agency Compliance Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement.

Section 3. The form and substance of the Tenant Agency Compliance Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4.

(f) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Tenant Agency Compliance Agreement in the form the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(g) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

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 Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town
of Islip Industrial Development Agency (the "Agency"), including the resolutions contained
therein, held on the 14th day of January, 2020, with the original thereof on file in my office,
and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings are each in
substantially the form presented to the Agency and/or approved by said meeting.

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, that
all members of said Agency had due notice of said meeting and that the meeting was all
respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of
January, 2020.

By _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #20

TYPE OF RESOLUTION: RESOLUTION AUTHORIZING

COMPANY: HILB GROUP

**PROJECT LOCATION: 3500 SUNRISE HIGHWAY,
GREAT RIVER**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency") held on the 14th day of January, 2020, at 40 Nassau Avenue, Islip, New York 11751, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to the consent to the subleasing of a portion of the Sunrise Business Center 2012 Facility and approving the execution and delivery of related documents.

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 INDUSTRIAL
DEVELOPMENT AGENCY PERTAINING TO THE
CONSENT TO THE SUBLEASING OF A PORTION OF THE
SUNRISE BUSINESS CENTER 2012 FACILITY AND
APPROVING THE FORM, SUBSTANCE, EXECUTION AND
DELIVERY OF RELATED DOCUMENTS.

WHEREAS, by 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 may be amended from time to time (collectively, the "**Act**"), the Town of Islip Industrial Development Agency (the "**Agency**") was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, AG-Metropolitan Sunrise, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having an office at 245 Park Avenue, New York, New York 10167 (the "**Original Company**"), has previously entered into a transaction with the Agency in which the Agency assisted in the acquisition, renovation and equipping of an approximately 41 acre parcel of land (the "**Land**") with an existing approximately 340,000 aggregate square foot three story building (the "**Building**") currently known as the Long Island Business and Technology Center located at 3500 Sunrise Highway, Great River, Town of Islip, New York (more specifically described as District 0500, Section 211.00, Block 1 and Lots 005 and 006) and the renovation and equipping of the building to make the Building state-of-the-art in order to provide incentives towards full occupancy by various lessees of the Building (the "**Facility**"); and

WHEREAS, the Agency leased the Facility to the Original Company pursuant to a certain Lease Agreement, dated as of January 1, 2007, amended by an Amendment to Lease Agreement, dated April 20, 2009 (collectively, the "**Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Original Company, Feil 3500 Sunrise Associates LLC and Feil Business Center Associates LLC, each a Delaware limited liability company, as tenants-in common, each having its principal office at c/o The Feil Organization, 7 Penn Plaza, Suite 618, New York, New York 10001 (collectively, the "**Company**" and each an "**Assignee**") previously requested that the Agency consent to the assignment of the Original Company's leasehold interest in the Facility to the Company (as tenants in common with Feil 3500 Sunrise Associates LLC having an undivided 45.29% interest and Feil Business Center Associates LLC having an undivided 54.71% interest), and the assumption, on a joint and several basis, of Assignor's leasehold interest in the Facility by the Company; and

WHEREAS, the Agency consented to the assignment of Original Company's leasehold interest in the Facility to the Company, pursuant to a certain Assignment, Assumption and Amendment Agreement, dated as of November 1, 2012 (the "**Assignment,**

Assumption and Amendment Agreement"), by and among the Agency, the Assignor and the Assignees; and

WHEREAS, the Company has entered into negotiations with HILB Group of New York, LLC, a New York limited liability company (the "Tenant"), to sublease approximately 1,720 square feet of the Facility known as Suite 109A in the 200 Building (the "Demised Premises"), pursuant to an Agreement of Lease, dated December 18, 2019 (the "Tenant Lease"), for a term of thirty-six (36) months, to be used for general and executive offices; the Tenant intends to employ approximately six (6) employees at the Demised Premises; and

WHEREAS, the Company has requested that the Agency consent to the Tenant Lease between the Company and the Tenant; and

WHEREAS, the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency; and

WHEREAS, such consent may be manifested by the execution and delivery of a Tenant Agency Compliance Agreement, to be dated a date to be determined, between the Agency and the Tenant (the "Tenant Agency Compliance Agreement"); and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the continued subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) The subleasing of the Demised Premises to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(c) The Agency consents to the subleasing of the Demised Premises to the Tenant; and

(d) The execution of the Tenant Agency Compliance Agreement will satisfy the requirement of Section 9.3 of the Lease Agreement that any subleasing of the Facility be consented to in writing by the Agency; and

(c) It is desirable and in the public interest for the Agency to consent to the subleasing of the Demised Premises to the Tenant and to enter into the Tenant Agency Compliance Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to enter into the Tenant Agency Compliance Agreement.

Section 3. The form and substance of the Tenant Agency Compliance Agreement (in substantially the form presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 4.

(a) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Tenant Agency Compliance Agreement in the form the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. This resolution shall take effect immediately.

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 14th day of January, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of January, 2020.

By _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #21

TYPE OF RESOLUTION: RESOLUTION AUTHORIZING

**COMPANY: 878 LEASE, LLC, FACILITY & THE SIG
888, LLC FACILITY**

**PROJECT LOCATION: 878/888 VETERANS
MEMORIAL HIGHWAY, HAUPPAUGE**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at Islip Town Hall, 655 Main Street, Islip, New York, on the 14th day of January, 2020, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to take action on a proposed mortgage financing and the execution of related loan documents in connection with certain industrial development facilities more particularly described below (878 Lease LLC Facility & SIG 888 LLC Facility) and approving the execution and delivery of related documents.

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 INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING MORTGAGE
FINANCING AND THE EXECUTION AND DELIVERY OF
LOAN DOCUMENTS IN CONNECTION THEREWITH FOR
THE 878 LEASE LLC FACILITY AND THE SIG 888 LLC
FACILITY AND APPROVING THE FORM, SUBSTANCE,
EXECUTION AND DELIVERY OF SUCH RELATED
DOCUMENTS

WHEREAS, by 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 the same may be amended from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency"), was created with the authority and power among other things, to assist with certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously provided its assistance to Hauppauge Office Park Associates, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "**Original 888 Company**"), in acquisition of approximately 25 acres of land located at 888 and 898 Veterans Highway, Hauppauge, Town of Islip, Suffolk County, New York and the renovation and equipping of two buildings totaling approximately 220,000 square feet of space located thereon to make tenant fit-out improvements to provide incentives towards full occupancy by various lessees (collectively, the "**888 Facility**"), all to be leased by the Agency to the Original 888 Company for further sublease by the Original 888 Company to tenants (collectively, the "**888 Sublessees**"); and

WHEREAS, the Land was leased by the Original 888 Company to the Agency pursuant to the terms of the Company Lease Agreement, dated as of February 1, 2014 (the "**Original 888 Company Lease Agreement**"); and

WHEREAS, the Agency subleased the 888 Facility to the Original 888 Company pursuant to a certain Lease Agreement, dated as of February 1, 2014, (the "**Original 888 Lease Agreement**"), by and between the Agency, as sublessor, and the Original 888 Company, as sublessee; and

WHEREAS, SIG 888 LLC, a limited liability company organized and existing under the laws of the State of New York (the "**888 Company**"), previously requested the Agency's consent to the assignment by the Original 888 Company of all of its rights, title, interest and obligations under the Original 888 Lease Agreement and certain other agreements in connection with the 888 Facility to, and the assumption by, the Company of all of such rights, title, interest and obligations of the Original 888 Company, and the release of the Original 888 Company from any further liability with respect to the 888 Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, dated as of October 31, 2017 (the "**888 Assignment, Assumption and Amendment Agreement**"), by and among the Agency, the Original 888 Company, and the 888 Company; and

WHEREAS, the Original 888 Lease Agreement was assigned and amended pursuant to the 888 Assignment, Assumption and Amendment Agreement (collectively, the Original 888 Lease Agreement and the 888 Assignment, Assumption and Amendment Agreement are the "888 Lease Agreement"); and

WHEREAS, the Agency previously provided its assistance to 878 Realty Co., LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Original 878 Company"), in (i) the acquisition of a leasehold interest in an approximately one-half acre parcel of land located at 878 Veterans Memorial Highway, Hauppauge, Town of Islip, Suffolk County, New York and the construction and equipping of an approximately 87,945 square foot facility located thereon, and the acquisition and installation of certain equipment (collectively, the "878 Facility"; and together with the 888 Facility, the "Facilities"), and which 878 Facility is used by Allstate Insurance Company, an Illinois business company (the "Sublessee"), for its primary use as a major insurance company; and

WHEREAS, the Land was leased by Hauppauge Office Park Associates, LLC, a New York limited liability company (the "Original Ground Lessor") to the Original 878 Company pursuant to a certain Ground Lease, dated as of July 1, 2013 (the "Ground Lease") for further sublease by the Original 878 Company to the Agency pursuant to the terms of the Company Lease Agreement, dated as of September 1, 2013 (the "Original 878 Company Lease Agreement"); and

WHEREAS, the Agency subleased the 878 Facility to the Original 878 Company pursuant to a certain Lease Agreement, dated as of February 1, 2014, (the "Original 878 Lease Agreement"), by and between the Agency, as sublessor, and the Original 878 Company, as sublessee; and

WHEREAS, 878 Lease LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State of New York (the "878 Company"; and together with the 888 Company, the "Companies"), previously requested the Agency's consent to the assignment by the Original 878 Company of all of its rights, title, interest and obligations under the Original 878 Lease Agreement and certain other agreements in connection with the 878 Facility to, and the assumption by, the 878 Company of all of such rights, title, interest and obligations of the Original 878 Company, and the release of the Original 878 Company from any further liability with respect to the 878 Facility subject to certain requirements of the Agency, all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, dated as of October 31, 2017 (the "878 Assignment, Assumption and Amendment Agreement"), by and among the Agency, the Original 878 Company, the Sublessee and the 878 Company; and

WHEREAS, in connection with such assignment, the Land was sold by the Original Ground Lessor to the 888 Company, and the Land continued to be leased by the 888 Company to the 878 Company; and

WHEREAS, the Original 878 Lease Agreement was assigned and amended pursuant to the 878 Assignment, Assumption and Amendment Agreement (collectively, the Original

878 Lease Agreement and the 878 Assignment, Assumption and Amendment Agreement are the "878 Lease Agreement"; and together with the 888 Lease Agreement, the "Lease Agreements"); and

WHEREAS, the Companies have now requested that the Agency consent to enter into a refinancing with Société Générale Financial Corporation, or such other lender or lenders not yet determined (the "Lender") with respect to the Facilities in the aggregate principal amount not to exceed \$50,500,000 (the "2020 Loan"); and

WHEREAS, the Agency will not be providing further financial assistance to the Companies in the form of exemptions from mortgage recording taxes on the 2020 Loan; and

WHEREAS, as security for such 2020 Loan being made to the Companies by the Lender, the Companies have submitted a request to the Agency that it join with the Companies in executing and delivering to the Lender one or more mortgages and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the Lender (the "2020 Loan Documents"); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York;

WHEREAS, the Companies have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the financing or refinancing of the Facilities and the continued leasing of the Facilities,

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

Section 1. The Agency hereby finds and determines:

- (a) By virtue of the Act, the Agency 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.
- (b) The Facilities continue to constitute "projects" as such term is defined in the Act.
- (c) The refinancing of the Facilities will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.
- (d) The refinancing of the Facilities as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Companies in their respective industries.

- (e) Based upon representations of the Companies and counsel to the Companies, the Facilities continue to conform with the local zoning laws and planning regulations of the Town of Islip and all regional and local land use plans for the area in which the Facilities are located.
- (f) It is desirable and in the public interest for the Agency to assist in the refinancing of the Facilities.
- (g) The 2020 Loan Documents will be effective instruments whereby the Agency and the Companies agree to secure the 2020 Loan and assign to the Lender their respective rights under the Lease Agreements (except the Agency's Unassigned Rights as defined therein).

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) grant a mortgage or mortgages on and security interest in and to the Facilities pursuant to certain mortgages and security agreements for the benefit of the Lender (the "**2020 Mortgage**"), (ii) execute, deliver and perform the 2020 Mortgage, and (iii) execute, deliver and perform the 2020 Loan Documents to which the Agency is a party, as may be necessary or appropriate to effect the 2020 Loan or any subsequent refinancing of the 2020 Mortgage.

Section 3. The Agency will not be providing further financial assistance to the Companies in the form of exemptions from mortgage recording taxes on the 2020 Loan.

Section 4. Subject to the provisions of this resolution and the Lease Agreements, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2020 Loan Documents and the 2020 Mortgage, and such other related documents as may be necessary or appropriate to effect the 2020 Loan, or any subsequent refinancing of the 2020 Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed. The Agency is hereby further authorized to execute and deliver any future documents in connection with any future refinancing or permanent financing of the Facilities without need for any further or future approvals of the Agency.

Section 5.

(a) Subject to the provisions of this resolution and the Lease Agreements, the Chairman, Executive Director, Deputy Executive Director and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2020 Mortgage and 2020 Loan Documents, together with such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval; and

(b) The Chairman, Executive Director, Deputy Executive Director and any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives of the Agency.

Section 6. Subject to the provisions of this resolution and the Lease Agreements, the officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 7. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facilities shall be paid by the Companies. The Companies have agreed to pay such expenses and has further agreed to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the financing or refinancing of the Facilities.

Section 8. This resolution shall take effect immediately.

ADOPTED: January 14, 2020

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on January 14, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings is in substantially the form presented to the Agency and/or approved by said meeting.

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, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of January, 2020.

By: _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #22

TYPE OF RESOLUTION: AMENDED AUTHORIZING
RESOLUTION

COMPANY: NETHERBAY, LLC, 2019 FACILITY

PROJECT LOCATION: 26 & 36 SOUTH CLINTON
AVENUE, BAY SHORE

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at Islip Town Hall, 655 Main Street, Islip, New York on the 14th day of January, 2020 the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of a leasehold interest in a certain industrial development facility more particularly described below (Netherbay, LLC/Bay Shore Senior Management LLC 2019 Facility) and the subleasing of the facility to Netherbay, LLC for further subleasing to Bay Shore Senior Management LLC.

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

Voting Aye

Voting Nay

AMENDED RESOLUTION OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE
AMENDMENT TO THE PILOT SCHEDULE OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING
THE FORM, SUBSTANCE AND EXECUTION OF RELATED
DOCUMENTS.

WHEREAS, by 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 from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency has previously provided assistance to Netherbay, LLC, a limited liability company organized and existing under the laws of the State of New York (the "Company"), and Bay Shore Senior Management LLC, a limited liability company organized and existing under the laws of the State of New York (the "Sublessee"), in the acquisition of an approximately 2.2 acre parcel of land located at 26 and 36 South Clinton Avenue, Bay Shore, New York 11706 (the "Land"), the demolition of approximately 7,458 square foot building located thereon, the renovation of an approximately 11,744 square foot building located thereon and the construction of an approximately 30,828 addition thereto (the "Improvements"), and the acquisition and installation therein of certain equipment and personal property (the "Equipment"; and together with the Land and the Improvements, the "Facility"), which Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee to be used by the Sublessee as an assisted living facility with approximately seventy-two (72) beds and an adult daycare facility (the "Project"); and

WHEREAS, the Agency, by resolution duly adopted on April 16, 2019 (the "Inducement Resolution"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency, by resolution duly adopted on May 14, 2019 (the "Authorizing Resolution"), authorized the Project and the execution of the Agency Documents (as defined therein); and

WHEREAS, the Agency has determined to amend the schedule of PILOT Payments attached as Exhibit A to the Authorizing Resolution and as Exhibit C to the Lease and Project Agreement, dated as of August 1, 2019 (the "Lease Agreement"), by and between the Agency and the Company (the "PILOT Amendment"); and

WHEREAS, the schedule of PILOT Payments attached as Exhibit A to the Authorizing Resolution shall be amended and replaced in its entirety by the schedule of PILOT Payments attached as Exhibit A to this Amended Authorizing Resolution; and

WHEREAS, to effectuate the PILOT Amendment, the Company and the Agency shall enter into an Amendment to Lease Agreement, dated a date to be determined (the "Amended Lease"); and

WHEREAS, the Agency ratifies and confirms all terms contemplated under the Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the Agency Documents (as defined therein); and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company.

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

Section 1. The Agency hereby amends the Authorizing Resolution, and as amended by this Amended Authorizing Resolution consents to the PILOT Amendment and the execution of the Amended Lease.

Section 2. The Agency hereby ratifies and confirms all terms and findings contemplated by the Authorizing Resolution, as amended by this Amended Authorizing Resolution, including the Agency Documents.

Section 3.

(a) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Amended Lease and any and all documents necessary to effectuate the PILOT Amendment, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement.

Section 4. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town
of Islip Industrial Development Agency (the "Agency"), including the resolutions contained
therein, held on the 14th day of January, 2020, with the original thereof on file in my office,
and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings are each in
substantially the form presented to the Agency and/or approved by said meeting.

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, that
all members of said Agency had due notice of said meeting and that the meeting was all
respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of
January, 2020.

By: _____
Assistant Secretary

EXHIBIT A

Proposed PILOT Schedule

Formula for Payments-In-Lieu-of-Taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Bay Shore School District, Suffolk County and Appropriate Special Districts

Address – 36 South Clinton Avenue, Bay Shore, New York 11706

X = \$92,400

Y = increase in assessment above X resulting from the acquisition, construction and equipping of the Facility

Normal Tax Due = Those payments for taxes and assessments, and other special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located) which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

Formula

<u>Year</u>	
1	100% Normal Tax Due on X and 0% Normal Tax Due on Y
2	100% Normal Tax Due on X and 10% Normal Tax Due on Y
3	100% Normal Tax Due on X and 20% Normal Tax Due on Y
4	100% Normal Tax Due on X and 30% Normal Tax Due on Y
5	100% Normal Tax Due on X and 40% Normal Tax Due on Y
6	100% Normal Tax Due on X and 50% Normal Tax Due on Y
7	100% Normal Tax Due on X and 60% Normal Tax Due on Y
8	100% Normal Tax Due on X and 70% Normal Tax Due on Y
9	100% Normal Tax Due on X and 80% Normal Tax Due on Y
10	100% Normal Tax Due on X and 90% Normal Tax Due on Y
And thereafter: 100% Normal Tax Due on X and 100% Normal Tax Due on Y	

Company to pay Normal Tax Due on X during Construction Period. PILOT Payments to commence in Tax Year following Company's receipt of Certificate of Occupancy.

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #23

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

**COMPANY: 200 HEARTLAND, LLC/LACROSSE
UNLIMITED, INC. 2020 FACILITY**

**PROJECT LOCATION: 200 HEARTLAND BOULEVARD,
EDGEWOOD**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "**Agency**"), held at Islip Town Hall, 655 Main Street, Islip, New York on the 14th day of January, 2020 the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of a leasehold interest to a certain industrial development facility more particularly described below (200 Heartland LLC/**Lacrosse Unlimited, Inc.** 2020 Facility) and the subleasing of the facility to 200 Heartland LLC for further subleasing to Lacrosse Unlimited, Inc.

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 INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF 200 HEARTLAND LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF 200 HEARTLAND LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AND LACROSSE UNLIMITED, INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF LACROSSE UNLIMITED, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING AN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by 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 from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, 200 Heartland LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of 200 Heartland LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") and Lacrosse Unlimited, Inc., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Lacrosse Unlimited, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Sublessee"), have applied to the Town of Islip Industrial Development Agency (the "Agency"), to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 2.60 acre parcel of land located at 200 Heartland Boulevard, Edgewood, New York 11717 (the "Land"), the renovation of an existing approximately 40,000 square foot building located thereon (the "Improvements"), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the "Facility Equipment"; and together with the Land and the Improvements, the "Company Facility"), which Company Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee; and (b) the acquisition and installation of certain equipment and personal property (the "Equipment"; and together with the Company Facility, the "Facility"), which Equipment is

to be leased by the Agency to the Sublessee and which Facility is to be used by the Sublessee as warehouse, distribution and office space in its business of as a distributor of sporting goods to retail establishments (the "**Project**"); and

WHEREAS, the Agency, by resolution duly adopted on December 17, 2019 (the "**Inducement Resolution**"), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of January 1, 2020 or such other date as the Chairman, the Executive Director or the Deputy Executive Director of the Agency and counsel to the Agency shall agree (the "**Company Lease**"), by and among the Company and the Agency; and

WHEREAS, the Agency will acquire title to the Facility Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the "**Bill of Sale**"), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Company Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2020 or such other date as the Chairman, the Executive Director or the Deputy Executive Director of the Agency and counsel to the Agency shall agree (the "**Lease Agreement**"), by and among the Agency and the Company; and

WHEREAS, the Agency will acquire title to the Equipment pursuant to a certain Equipment Bill of Sale (the "**Equipment Bill of Sale**"), from the Sublessee to the Agency; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of January 1, 2020 or such other date as the Chairman, the Executive Director or the Deputy Executive Director of the Agency and counsel to the Agency shall agree (the "**Equipment Lease Agreement**"), by and between the Agency and the Sublessee; and

WHEREAS, in connection with the subleasing of the Company Facility to the Sublessee, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of January 1, 2020 or such other date as the Chairman, the Executive Director, or the Deputy Executive Director of the Agency and counsel to the Agency shall agree (the "**Agency Compliance Agreement**"), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, as security for a Loan or Loans (as such term is defined in the Lease Agreement), the Agency and the Company will execute and deliver to a lender or lenders not yet determined (collectively, the "**Lender**"), a mortgage or mortgages, and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender, to be dated a date to be determined, in connection with the financing, any refinancing or permanent financing of the costs of the acquisition, renovation, and equipping of the Facility (collectively, the "**Loan Documents**"); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee, in the form of: (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,320,000 but not to exceed \$5,500,000 in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$60,375.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency; and

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessee and to representations by the Company and the Sublessee that the proposed transaction is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

WHEREAS, the Company and the Sublessee have represented to the Agency that the approval of the Facility will result in the closure of a plant located at 145 Marcus Boulevard, Hauppauge, New York and unless an exception applies, the Agency would otherwise be prohibited from granting benefits pursuant to the provisions of Section 862 of the Act; and

WHEREAS, based upon the representations of the Company and the Sublessee in the Application for financial assistance filed by the Company and the Sublessee with the Agency (the "**Application**"), the closure of the plant is reasonably necessary for the Company and the Sublessee to maintain a competitive position in their respective industries by enabling the Company and the Sublessee to utilize a larger, consolidated facility and to prevent the Company and the Sublessee from relocating to New Jersey, Pennsylvania, or North Carolina and therefore not subject to the prohibitions contained in Section 862 of the Act; and

WHEREAS, in accordance with Section 859-a(5)(d) of the Act, the Agency has notified the chief executive officers of the Town of Smithtown and Suffolk County of the removal of the Sublessee's facility in Hauppauge, Town of Smithtown, New York and its relocation to the Town of Islip; and

WHEREAS, the Company and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company and the Sublessee.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The acquisition, renovation and equipping of the Company Facility, the leasing of the Company Facility to the Company, the subleasing of the Company Facility by the Company to the Sublessee, the acquisition and installation of the Equipment, and the leasing of the Equipment to the Sublessee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Islip, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act.

(d) The acquisition, renovation and equipping of the Facility by the Agency is reasonably necessary to induce the Company and the Sublessee to maintain and expand their respective business operations in the Town of Islip.

(e) Based upon the representations of the Company and the Sublessee, the transactions contemplated by the Lease Agreement shall result in the removal of a plant from one area of the State to another area of the State, but the Project and the related financial assistance is reasonably necessary for the Company and the Sublessee to maintain their competitive position in their respective industries by enabling the Company and the Sublessee to utilize a larger facility and to prevent the Company and the Sublessee from relocating to New Jersey, Pennsylvania, or North Carolina.

(f) Based upon representations of the Company, the Sublessee and counsel to the Company and the Sublessee, the Facility conforms with the local zoning laws and planning regulations of the Town of Islip and all regional and local land use plans for the area in which the Facility is located.

(g) It is desirable and in the public interest for the Agency to lease the Company Facility to the Company and the Equipment to the Sublessee; and

(h) The Agency previously determined, pursuant to the Inducement Resolution, that the Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder ("SEQR"), thus completing its review of the Facility under SEQR. No changes have been proposed to the Facility since the time the Agency adopted its Negative Declaration, and therefore, the Agency's obligations under SEQR have been completed; and

(i) The Company Lease will be an effective instrument whereby the Agency leases the Land and the Improvements from the Company; and

(j) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the Company Facility to the Company, the Agency and the Company set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will describe the circumstances in which the Agency may recapture some or all of the benefits granted to the Company; and

(k) The Equipment Lease Agreement will be an effective instrument whereby the Agency leases the Equipment to the Sublessee; and

(l) The Agency Compliance Agreement will be an effective instrument whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

(m) The Loan Documents to which the Agency is a party will be effective instruments whereby the Agency and the Company agree to secure the loan made to the Company by the Lender.

Section 2. The Agency has assessed all material information included in connection with the Company's and Sublessee's application for financial assistance, including but not limited to, the cost-benefit analysis prepared by the Agency and such information has provided the Agency a reasonable basis for its decision to provide the financial assistance described herein to the Company and the Sublessee.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Company Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vi) execute, deliver and perform the Equipment Lease Agreement, (vii) execute and deliver the Agency Compliance Agreement, (viii) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (ix) execute and deliver the Loan Documents to which the Agency is a party.

Section 4. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Lease Agreement, and the personal property described in Exhibit A to the Equipment Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 5. The Agency is hereby authorized to execute and deliver the Loan Documents in connection with the financing of the costs of acquiring, renovating and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, renovating and equipping of the Facility without the need for any further or future approvals of the Agency.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company and the Sublessee in connection with the acquisition, renovation and equipping of the Facility in the form of: (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,320,000 but not to exceed \$5,500,000 in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$60,375.00, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the

Facility, and (iii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof), all consistent with the policies of the Agency.

Section 7. Subject to the provisions of this resolution, the Company and the Sublessee are herewith and hereby appointed the agents of the Agency to acquire, renovate and equip the Facility. The Company and the Sublessee are hereby empowered to delegate their respective status as agent of the Agency to their respective agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company and the Sublessee may choose in order to acquire, renovate, and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company and the Sublessee as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company and the Sublessee, as agents of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company and the Sublessee of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company and the Sublessee shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company and the Sublessee, as agent of the Agency. The aforesaid appointment of the Company and the Sublessee as agents of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company and/or the Sublessee have received exemptions from sales and use taxes in an amount not to exceed \$60,375.00 in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessee if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessee is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company and the Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The Company and the Sublessee shall be required to agree to the terms of Section 875 pursuant to the Lease Agreement. The Company and the Sublessee are further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Agency pursuant to this Authorizing Resolution are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Agency Compliance Agreement.

Section 9. The form and substance of the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement and the Loan Documents to which the Agency is a party (each in substantially the forms presented to or approved by the Agency and which, prior to the execution and delivery thereof, may be redated and renamed) are hereby approved.

Section 10. The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, and the Loan Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and counsel to the Agency, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

Section 11. The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 12. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 13. This resolution shall take effect immediately.

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 14th day of January, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of January, 2020.

By: _____
Assistant Secretary

EXHIBIT A

Proposed PILOT Benefits

Formula of PILOT Payments less any amounts payable by the Company in connection with any special ad valorem levies, special assessments or Special District Taxes and service charges levied against the Facility to the Town of Islip, Brentwood School District, Suffolk County and Appropriate Special Districts:

Address – 200 Heartland Boulevard, Edgewood, New York

Definitions:

Normal Tax Due = Those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Islip (including any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Brentwood School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

<u>Year</u>	<u>Payments</u>
1	100% Normal Tax Due on 50% of the taxable assessed value
2	100% Normal Tax Due on 55% of the taxable assessed value
3	100% Normal Tax Due on 60% of the taxable assessed value
4	100% Normal Tax Due on 65% of the taxable assessed value
5	100% Normal Tax Due on 70% of the taxable assessed value
6	100% Normal Tax Due on 75% of the taxable assessed value
7	100% Normal Tax Due on 80% of the taxable assessed value
8	100% Normal Tax Due on 85% of the taxable assessed value
9	100% Normal Tax Due on 90% of the taxable assessed value
10	100% Normal Tax Due on 95% of the taxable assessed value
11	100% Normal Tax Due on the full assessed value

and thereafter

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #24

TYPE OF RESOLUTION: INDUCEMENT RESOLUTION

**COMPANY: CIVF V-NY1W03, LLC/PODS
ENTERPRISES, LLC 2020 FACILITY**

**PROJECT LOCATION: 555 PRIME PLACE,
HAUPPAUGE**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING CIVF V-NY1W03, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF CIVF V-NY1W03, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND PODS ENTERPRISES, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF PODS ENTERPRISES, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING, AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING THE FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, CIVF V-NY1W03, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of CIVF V-NY1W03, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**") and Pods Enterprises, LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Pods Enterprises, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Sublessee**"), have applied to the Town of Islip Industrial Development Agency (the "**Agency**"), to enter into a transaction in which the Agency will assist in the acquisition of an approximately 1.93 acre parcel of land located at **555 Prime Place, Hauppauge, New York 11788** (the "**Land**"), and an existing approximately 102,500 square foot building located thereon (the "**Improvements**"; and, together with the Land, the "**Facility**"), which Facility is to be leased by the Agency to the Company and further subleased by the Company to the Sublessee to be used by the Sublessee as warehouse, distribution and light manufacturing in its business of warehousing of portable storage units of (the "**Project**"); and

WHEREAS, the Agency will acquire a leasehold interest in the Facility and will sublease and lease the Facility to the Company for further sublease to the Sublessee, all pursuant to 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 the same may be amended from time to time (collectively, the "**Act**"); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in connection with the Facility, consistent with the policies of the Agency, in the form of abatement of real property taxes, all to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, as of the date of this resolution, no determination for financial assistance has been made; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, prior to the date of the Hearing (defined below), the Agency will have prepared a cost/benefit analysis with respect to the proposed financial assistance; and

WHEREAS, prior to the closing of the transaction described herein, a public hearing (the "**Hearing**") will be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency or the location or nature of the Facility can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of the transaction described herein, and such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as Exhibit B; and

WHEREAS, the Agency has given due consideration to the application of the Company and the Sublessee and to representations by the Company and the Sublessee that the proposed financial assistance is either an inducement to the Company and the Sublessee to maintain the Facility in the Town of Islip or is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

WHEREAS, the Company and the Sublessee will agree to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the leasing of the Facility by the Agency to the Company and the Sublessee.

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "**SEQR Act**" or "**SEQR**"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company and Sublessee have prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "**Questionnaire**") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Town of Islip Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. The Agency previously reviewed an Environmental Assessment Form completed by Prime Eleven Tower LLC, a limited liability company organized and existing under the laws of the State of New York (the "**Land Owner**"), and other representations and

information furnished by the Land Owner regarding the Facility, the Agency determined that the action relating to the acquisition and operation of the Facility is an "Unlisted" action, as that term is defined in the SEQRA Act. Notice of this determination was to be filed to the extent required by the applicable regulations under SEQRA or as may be deemed advisable by the Chairman or Executive Director of the Agency or counsel to the Agency.

Section 2. The acquisition of the Facility by the Agency, the subleasing and leasing of the Facility to the Company for further subleasing to the Sublessee and the provision of financial assistance pursuant to the Act will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved.

Section 3. Subject to the provisions of this resolution, the Agency shall (i) acquire the Facility; and (ii) lease and sublease the Facility to the Company.

Section 4. The Company and the Sublessee are hereby notified that they will be required to comply with Section 875 of the Act. The Company shall be required to agree to the terms of Section 875 pursuant to the Lease and Project Agreement, dated a date to be determined (the "**Lease Agreement**"), by and between the Company and the Agency. The Sublessee shall be required to agree to the terms of Section 875 pursuant to the Agency Compliance Agreement, dated a date to be determined (the "**Agency Compliance Agreement**"), by and between the Sublessee and the Agency. The Company and the Sublessee are further notified that the abatement of real property taxes provided pursuant to the Act and pursuant to this resolution are subject to termination and recapture of benefits pursuant to Sections 859-a and 875 of the Act and the recapture provisions of the Lease Agreement and the Agency Compliance Agreement.

Section 5. Counsel to the Agency is authorized and directed to work with Transaction Counsel (Nixon Peabody LLP) to prepare, for submission to the Agency, all documents necessary to affect the transfer of the real estate described in the foregoing resolution.

Section 6. The Chairman, the Executive Director, the Deputy Executive Director and all members of the Agency are hereby authorized and directed (i) to distribute copies of this resolution to the Company and the Sublessee, and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 7. Any expenses incurred by the Agency with respect to the Facility, including the expenses of Transaction Counsel, shall be paid by the Company and the Sublessee. The Company and the Sublessee agree to pay such expenses and further agree to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the Facility.

Section 9. This resolution shall take effect immediately.

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Town of Islip Industrial Development Agency (the "Agency") with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on January 14, 2020, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Voting Aye

and, therefore, the resolution was declared duly adopted.

The Application is in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), (ii) said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of January 14, 2020.

Assistant Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law will be held by the Town of Islip Industrial Development Agency on the ____ day of _____, 2020, at _____, m., local time, at 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

CIVF V-NY1W03, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of CIVF V-NY1W03, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**") and Pods Enterprises, LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Pods Enterprises, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Sublessee**"), have applied to the Town of Islip Industrial Development Agency (the "**Agency**"), to enter into a transaction in which the Agency will assist in the acquisition of an approximately 1.93 acre parcel of land located at 555 Prime Place, Hauppauge, New York 11788 (the "**Land**"), and an existing approximately 102,500 square foot building located thereon (the "**Improvements**"; and, together with the Land, the "**Facility**"), which Facility is to be leased by the Agency to the Company and further subleased by the Company to, and used by, the Sublessee as warehouse, distribution and light manufacturing in its business of warehousing of portable storage units of (the "**Project**"). The Facility will be owned by the Company and managed and/or operated by the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes in connection with the acquisition of the Facility and exemption of real property taxes consistent with the policies of the Agency.

A representative of the Agency will, at the above-stated time and place, hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company and the Sublessee or the location or nature of the Facility. At the hearing, all persons will have the opportunity to review the application for financial assistance filed by the Company and the Sublessee with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: _____, 2019

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT
AGENCY

By: William G. Mannix
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON

_____, 2020

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(200 HEARTLAND LLC/LACROSSE UNLIMITED, INC. 2020 FACILITY)

Section 1. _____ of the Town of Islip Industrial Development Agency (the "Agency") called the hearing to order.

Section 2. The _____ then appointed _____, the _____ of the Agency, the hearing officer of the Agency, to record the minutes of the hearing.

Section 3. The hearing officer then described the proposed transfer of the real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility as follows:

CIVF V-NY1W03, LLC, a limited liability company organized and existing under the laws of the State of Delaware, on behalf of itself and/or the principals of CIVF V-NY1W03, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") and Pods Enterprises, LLC, a limited liability company organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Pods Enterprises, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Sublessee"), have applied to the Town of Islip Industrial Development Agency (the "Agency"), to enter into a transaction in which the Agency will assist in the acquisition of an approximately 1.93 acre parcel of land located at 555 Prime Place, Hauppauge, New York 11788 (the "Land"), and an existing approximately 102,500 square foot building located thereon (the "Improvements"; and, together with the Land, the "Facility"), which Facility is to be leased by the Agency to the Company and further subleased by the Company to, and used by, the Sublessee as warehouse, distribution and light manufacturing in its business of warehousing of portable storage units of (the "Project"). The Facility will be owned by the Company and managed and/or operated by the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes in connection with the acquisition of the Facility and exemption of real property taxes consistent with the policies of the Agency.

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed transfer of real estate, the other financial assistance proposed by the Agency and the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

Section 5. The hearing officer then asked if there were any further comments, and, there being none, the hearing was closed at _____.

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Islip Industrial Development Agency (the "Agency") on the ____ day of _____, 2020, at _____ m., local time, at 40 Nassau Avenue, Islip, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2020.

Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #25

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

**COMPANY: CIVF V-NY1W02, LLC/WESCO
DISTRIBUTION, INC. 2020 FACILITY**

**PROJECT LOCATION: 500 PRIME PLACE,
HAUPPAUGE**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -**

INVESTMENT: \$N/A

Date: January 14, 2020

At a meeting of the Town of Islip Industrial Development Agency (the "Agency") held on the 14th day of January, 2020, at Islip Town Hall, 655 Main Street, Islip, New York 11751, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on the authorization of the assignment and assumption of the Agency's Prime Eleven, LLC/Wesco Distribution, Inc. 2013 Facility, the execution and delivery of documents with respect thereto and the sale of the facility to CIVF V – NY1W02, LLC.

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 INDUSTRIAL
DEVELOPMENT AGENCY APPROVING THE
ASSIGNMENT AND ASSUMPTION OF A CERTAIN
INDUSTRIAL DEVELOPMENT FACILITY TO CIVF V -
NY1W02, LLC, A DELAWARE LIMITED LIABILITY
COMPANY AND THE CONTINUED SUBLEASING OF
SUCH FACILITY TO WESCO DISTRIBUTION, INC., A
DELAWARE BUSINESS CORPORATION AND
APPROVING THE FORM, SUBSTANCE AND
EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title I 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 may be amended from time to time (collectively, the "Act"), the Town of Islip Industrial Development Agency (the "Agency") was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency previously consented to the providing and leasing of an industrial development facility to Prime Eleven, LLC, a New York limited liability company (the "**Original Company**"), and Wesco Distribution, Inc., a Delaware business corporation duly authorized to transact business in the State of New York ("**Sublessee**"), consisting of (i) the acquisition of all or a portion of an approximately 6.62 acre parcel of land located at Prime Place (Edison Avenue off Motor Parkway and formerly known as "**Watch Hill Site**"), Hauppauge, Town of Islip, Suffolk County, New York, further identified as a portion of Tax Map No. 0500-038.00-02.00-020.8 (the "**Land**"), and the construction and equipping thereon of an approximately 102,500 square foot building, with improvements, structures, and related facilities attached to the Land (collectively, the "**Improvements**"), and the acquisition and installation of certain equipment not part of the Equipment (as defined in the Equipment Lease Agreement, dated as of March 1, 2013 (the "**Equipment Lease Agreement**"), between the Agency and the Sublessee (the "**Facility Equipment**"); and, together with the Land and Improvements, the "**Company Facility**"), which Company Facility is to be leased by the Original Company to the Agency, subleased by the Agency to the Original Company, and further subleased by the Original Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment is to be leased by the Agency to, and used by, the Sublessee for the distribution of electrical supplies to electrical and general contractors in the New York metro area (the Company Facility and the Equipment collectively referred to herein as the "**Facility**"); and

WHEREAS, the Original Company previously leased the Company Facility to the Agency pursuant to and in accordance with a certain Amended and Restated Company Lease Agreement, originally dated as of January 1, 2006, amended and restated as of April 1, 2013 (as amended to date, the "**Original Company Lease**"), between the Original Company and the Agency, a memorandum of which such Company Lease was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 12729, ep 564; and

WHEREAS, the Agency previously subleased the Company Facility to the Original Company pursuant to and in accordance with a certain Amended and Restated Lease Agreement, originally dated as of January 1, 2006, amended and restated as of April 1, 2013 (as amended to date, the "**Original Lease Agreement**"), between the Agency and the Original Company, a memorandum of which such Original Lease Agreement was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 12729, cp 562; and

WHEREAS, the Original Company previously subleased the Company Facility to the Sublessee pursuant to and in accordance with a certain Agreement of Sublease, dated June 19, 2012 (as amended to date, the "**Sublease Agreement**"), between the Original Company and the Sublessee, a memorandum of which such Sublease Agreement was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 12729, cp 563; and

WHEREAS, in connection with the leasing and the subleasing of the Company Facility, the Agency, the Original Company and the Sublessee entered into an Amended and Restated a Payment-in-Lieu-of-Tax Agreement, originally dated as of January 1, 2006, amended and restated as of April 1, 2013 (as amended to date, the "**Original PILOT Agreement**"), whereby the Original Company and the Sublessee agreed to make certain payments-in-lieu-of real property taxes on the Company Facility (as defined therein); and

WHEREAS, in connection with the leasing and the subleasing of the Company Facility, the Agency, the Original Company and the Sublessee entered into a Recapture Agreement, dated as of April 1, 2013 (as amended to date, the "**Original Recapture Agreement**"), whereby the Original Company and the Sublessee agreed to provide assurances with respect to the recapture of benefits granted under the Original PILOT Agreement, the Original Lease Agreement, the Equipment Lease Agreement and the other Agency agreements (as defined therein), and which such Original Recapture Agreement was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 22238, cp 792; and

WHEREAS, in connection with the leasing and the subleasing of the Company Facility, the Agency, the Original Company and the Sublessee entered into an Environmental Compliance and Indemnification Agreement, originally dated as of January 1, 2006, amended and restated as of April 1, 2013 (as amended to date, the "**Original Environmental Compliance and Indemnification Agreement**"), whereby the Original Company and the Sublessee agreed to comply with all Environmental Laws (as defined therein) applicable to the Company Facility; and

WHEREAS, the Original Company previously requested that the Agency consent to a development plan for the Company Facility and a reorganization of the ownership structure of the Original Company to provide for separate and newly created entities to assume ownership of the Company Facility as follows: (i) Lot A-1 would continue to be owned by the Original Company, and (ii) Lot A-2 would be owned by Prime Eleven Tower LLC, a New York limited liability company (the "**Lot A-2 Owner**") (collectively, the "**Subdivision Reorganization**"); and

WHEREAS, the Original Company previously requested that the Agency amend and modify the Original Lease Agreement, in order to amend the definition of "Facility" to

release the Lot A-2 (described above) portion of the parcel of Company Land described in the Lease Agreement (the "Released Parcel"); and

WHEREAS, by Authorizing Resolution, dated March 19, 2013, the Agency consented to the proposed development plan, the Subdivision Reorganization, and the amendment and modification of the Transaction Documents (as defined in the Original Lease Agreement) to amend the definition of "Facility"; and

WHEREAS, the parties amended the definition of Facility in the Original Company Lease, the Original Lease Agreement, the Original PILOT Agreement, the Original Recapture Agreement, the Original Environmental Compliance and Indemnification Agreement to exclude the Released Parcel pursuant to an Amendment and Modification Agreement, dated as of October 1, 2013 (the "**2013 Amendment and Modification Agreement**"), among the Agency, the Company and the Sublessee; and

WHEREAS, CIVF V – NY1W02, LLC, a limited liability company organized and existing under the laws of the State of Delaware or another entity formed or to be formed by CIVF V – NY1W02, LLC or the principals thereof (collectively, "**CIVF V – NY1W02, LLC**"), has now requested the Agency's consent to the assignment by the Original Company of all of its rights, title, interest and obligations under the Original Company Lease, as amended, the Original Lease Agreement, as amended, the Original PILOT Agreement, as amended, the Original Environmental Compliance and Indemnification Agreement, as amended, the Original Recapture Agreement, as amended and certain other agreements in connection with the Facility to, and the assumption by, CIVF V – NY1W02, LLC of all of such rights, title, interest and obligations of the Original Company, and the release of the Original Company from any further liability with respect to the Facility subject to certain requirements of the Agency (the "**Assignment and Assumption**"), all pursuant to the terms of an Assignment, Assumption and Amendment Agreement, to be dated as of January 1, 2020, or such other date as may be determined by the Chairman, Executive Director, Deputy Executive Director and counsel to the Agency (the "**Assignment, Assumption and Amendment Agreement**"), by and among the Agency, the Original Company, the Sublessee, and CIVF V – NY1W02, LLC; and

WHEREAS, the Original Company Lease, as amended, will be assigned by the Original Company and assumed by CIVF V – NY1W02, LLC, pursuant to a certain Assignment and Assumption of Company Lease Agreement, to be dated as of January 1, 2020, or such other date as may be determined by the Chairman, Executive Director, Deputy Executive Director and counsel to the Agency (the "**Assignment of Original Company Lease Agreement**"), by and between the Original Company and CIVF V – NY1W02, LLC and consented to by the Agency; and

WHEREAS, the Original Lease Agreement, as amended, will be assigned by the Original Company and assumed by CIVF V – NY1W02, LLC, pursuant to a certain Assignment and Assumption of Lease Agreement, to be dated as of January 1, 2020, or such other date as may be determined by the Chairman, Executive Director, Deputy Executive Director and counsel to the Agency (the "**Assignment of Original Lease Agreement**"), by

and between the Original Company and CIVF V – NY1W02, LLC and consented to by the Agency; and

WHEREAS, the Original Lease Agreement, as amended, shall be amended and restated pursuant to a certain Amended and Restated Lease and Project Agreement, to be dated as of January 1, 2020, or such other date as may be determined by the Chairman, Executive Director, Deputy Executive Director and counsel to the Agency (the “**Amended and Restated Lease and Project Agreement**”); and together with the Assignment, Assumption and Amendment Agreement, and the Assignment of Original Lease Agreement, the “**Lease Agreement**”), by and between the Agency and CIVF V – NY1W02, LLC; and

WHEREAS, the Original PILOT Agreement, as amended, shall be assigned pursuant to the Assignment, Assumption and Amendment Agreement and amended and restated pursuant to the Amended and Restated Lease and Project Agreement; and

WHEREAS, the Original Environmental Compliance and Indemnification Agreement, as amended, shall be assigned pursuant to the Assignment, Assumption and Amendment Agreement and amended and restated pursuant to the Amended and Restated Lease and Project Agreement; and

WHEREAS, the Original Recapture Agreement, as amended, shall be assigned pursuant to the Assignment, Assumption and Amendment Agreement and amended and restated pursuant to the Amended and Restated Lease and Project Agreement; and

WHEREAS, the Agency and the Company will enter into such other documents upon advice of counsel, in both form and substance, as may be reasonably required to effectuate the Assignment and Assumption (together with the Assignment Assumption and Amendment Agreement, the Assignment of Original Lease Agreement, the Assignment of Original Company Lease, the Amended and Restated Lease and Project Agreement and the Bill of Sale, collectively, the “**Assignment Documents**”); and

WHEREAS, CIVF V – NY1W02, LLC proposes to continue the subleasing of the Facility to the Sublessee; and

WHEREAS, in connection with the subleasing of the Facility by CIVF V – NY1W02, LLC to the Sublessee, the Sublessee will enter into a Tenant Agency Compliance Agreement, dated January 1, 2020, or such other date as may be determined (the “**TACA**”); by and between the Agency and the Sublessee; and

WHEREAS, the Agency will consent to the assignment by the Original Company and the assumption by CIVF V – NY1W02, LLC of the Original Company’s interests in the Facility and the Agency will thereafter sublease the Facility to CIVF V – NY1W02, LLC, and the Agency also hereby consents to the continued subleasing of the Facility to the Sublessee; and

WHEREAS, the Original Company, CIVF V – NY1W02, LLC, and the Sublessee have agreed to indemnify the Agency against certain losses, claims, expenses, damages and

liabilities that may arise in connection with the transaction contemplated by the Assignment and Assumption and continued leasing and subleasing of the Facility.

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

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency 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) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The leasing of the Facility to CIVF V – NY1W02, LLC and the continued subleasing of the Facility to the Sublessee will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) Based on the certification of CIVF V – NY1W02, LLC in the Amended and Restated Lease and Project Agreement, the occupancy of the Facility by the Company shall not result in the removal of a facility or plant of CIVF V – NY1W02, LLC from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of CIVF V – NY1W02, LLC located within the State; unless: (i) such occupation of the Facility is reasonably necessary to discourage CIVF V – NY1W02, LLC from removing such other plant or facility to a location outside the State, or (ii) such occupation of the Facility is reasonably necessary to preserve the competitive position of CIVF V – NY1W02, LLC in its industry; and

(e) The leasing of the Facility is reasonably necessary to induce CIVF V – NY1W02, LLC to maintain and expand its business operations in the State of New York; and

(f) Based upon representations of CIVF V – NY1W02, LLC and counsel to CIVF V – NY1W02, LLC, the Facility conforms with the local zoning laws and planning regulations of the Town of Islip, Suffolk County and all regional and local land use plans for the area in which the Facility is located; and

(g) It is desirable and in the public interest for the Agency to lease the Facility to CIVF V – NY1W02, LLC and to enter into the TACA with the Sublessee; and

(h) It is desirable and in the public interest for the Agency to consent to the Assignment and Assumption and the continued subleasing of the Facility to Sublessee; and

(i) The Assignment, Assumption and Amendment Agreement will be an effective instrument whereby the Original PILOT Agreement, the Original Environmental Compliance and Indemnification Agreement and the Original Recapture Agreement will be assigned by the Original Company and the Sublessee to CIVF V – NY1W02, LLC; and

(j) The Assignment of Original Company Lease Agreement will be an effective instrument whereby the Original Company Lease, as amended, will be assigned by the Original Company to CIVF V – NY1W02, LLC; and

(k) The Assignment of Original Lease Agreement will be an effective instrument whereby the Original Lease Agreement, as amended, will be assigned by the Original Company to CIVF V – NY1W02, LLC; and

(l) The Assignment Documents to which the Agency is a party will be effective instruments whereby the Agency, CIVF V – NY1W02, LLC, the Original Company and the Sublessee will effectuate the assignment and assumption of the Facility; and

(m) The Amended and Restated Lease and Project Agreement will be an effective instrument whereby the Agency will amend and restate the Original Lease Agreement, sublease and lease the Facility to CIVF V – NY1W02, LLC, the Agency and CIVF V – NY1W02, LLC set forth the terms and conditions of their agreement regarding payments-in-lieu of taxes, CIVF V – NY1W02, LLC agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility, and will describe the circumstances in which the Agency may recapture some or all of the benefits granted to CIVF V – NY1W02, LLC; and

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) consent to the assignment and assumption of the Facility from the Original Company to and by CIVF V – NY1W02, LLC pursuant to the Assignment, Assumption and Amendment Agreement, (ii) execute, deliver and perform the Assignment, Assumption and Amendment Agreement, (iii) consent to the assignment of the Original Company Lease pursuant to the Assignment of Original Company Lease; (iv) execute, deliver and perform the Assignment of Original Company Lease; (v) consent to the assignment and assumption of the Original Lease Agreement pursuant to the Assignment of Original Lease Agreement; (vi) execute, deliver and perform the Assignment of Original Lease Agreement; (vii) lease the Facility to CIVF V – NY1W02, LLC and amend and restate the Original Lease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Recapture Agreement pursuant to the Amended and Restated Lease and Project Agreement, (viii) execute, deliver and perform the Amended and Restated Lease and Project Agreement, (ix) execute and deliver the other Assignment Documents, (x) consent to the continued subleasing of the Facility to Sublessee, and (ix) execute and deliver the TACA.

Section 3. The Agency is hereby authorized to consent to the assignment and assumption of the Facility by CIVF V – NY1W02, LLC and the continued subleasing of the Facility to the Sublessee, and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such Assignment and Assumption are hereby approved, ratified and confirmed.

Section 4. CIVF V – NY1W02, LLC is hereby notified that it will be required to comply with Section 875 of the Act. CIVF V – NY1W02, LLC shall be required to agree to the terms of Section 875 pursuant to the Amended and Restated Lease and Project Agreement. CIVF V – NY1W02, LLC is further notified that the tax exemptions and abatements provided pursuant to the Act are subject to recapture of benefits pursuant to

Sections 859-a and 875 of the Act and the recapture provisions of the Amended and Restated Lease Agreement, as assigned.

Section 5. The form and substance of the Assignment, Assumption and Amendment Agreement, the Assignment and Assumption of Original Company Lease, the Assignment and Assumption of Original Lease Agreement, the Amended and Restated Lease and Project Agreement, the other Assignment Documents and the TACA are hereby approved.

Section 6.

(a) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Assignment, Assumption and Amendment Agreement, the Assignment of Original Company Lease, the Assignment of Original Lease Agreement, the Amended and Restated Lease and Project Agreement, the other Assignment Documents and the TACA, in the form the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Lease Agreement).

Section 7. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 8. This resolution shall take effect immediately.

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

I, the undersigned Assistant Secretary of the Town of Islip Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 14th day of January, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency 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.

That the Agency Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

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, that all members of said Agency had due notice of said meeting and that the meeting was all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 14th day of January, 2020.

By _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JANUARY 14, 2020

AGENDA ITEM #27

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

COMPANY: SMM ADVERTISING

PROJECT LOCATION: N/A

JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 00 -

INVESTMENT: \$N/A

WHEREAS, the Town of Islip Industrial Development Agency (the "Agency") was created to promote, develop, encourage and assist in the acquisition, construction, improvement, maintenance, equipping and furnishing of certain industrial, manufacturing, warehousing, commercial, research, and recreation facilities, in order to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, New York and of the State of New York and to improve their standard of living; and

WHEREAS, in 2015 the Agency launched a coordinated, multi-faceted marketing and advertising campaign to help re-invent the Agency's image that included promotion of the Long Island MacArthur Airport and the Foreign Trade Zone; and

WHEREAS, that multi-faceted marketing campaign has been very successful in raising the image of Islip as a business friendly location; and

WHEREAS, the Agency seeks to build upon that success by retaining SMM Advertising, 811 West Jericho Turnpike #109E, Smithtown, New York 11787 to provide Marketing, Advertising and Website Design services for the Agency; and

NOW, THEREFORE, on a motion of Council _____ seconded by Council _____ be it approved.

RESOLVED, that the Chairman is hereby authorized to execute a contract with SMM Advertising, 811 West Jericho Turnpike #109E, Smithtown, New York 11787, for a term of one year with two additional one year extensions to be exercised at the discretion of the Agency Board.

Upon a vote being taken, the result was:

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, entered into this 14th day of January 2020, by and between the Town of Islip Industrial Development Agency ("TOIIDA"), 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 and SMM Advertising ("SMM"), 811 West Jericho Turnpike #109E, Smithtown, New York 11787.

WITNESSETH:

WHEREAS, the Town of Islip Industrial Development Agency was created, in part, to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip and the State of New York; and

WHEREAS, the TOIIDA is launching a multi-faceted marketing and advertising campaign to help re-invent its image that will include the promotion of the Long Island MacArthur Airport and the Foreign Trade Zone; and

WHEREAS, a Request for Proposals was advertised by the TOIIDA for Marketing, Advertising and Website Design services; and

WHEREAS, there were six responses at the time of opening, all of which have been reviewed by a Review Committee; and

WHEREAS, following a comprehensive review, the Review Committee recommended that the TOIIDA enter into a contract with SMM to provide Marketing, Advertising and Website Design services for it; and

WHEREAS, by resolution dated January 14, 2020 the Town of Islip Industrial Agency Board unanimously voted to authorize the Chairman to enter into the within agreement.

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

1. Scope of Services: SMM will create and implement a marketing and advertising campaign as well as make recommendations for website design and content for TOIIDA's website which will:
 - a. Attract business development to the Town of Islip
 - b. Increase awareness and understanding of the TOIIDA and Office of Economic Development by businesses currently located in the Town of Islip
 - c. Increase awareness and understanding of the TOIIDA and Office of Economic Development by Nassau/Suffolk residents and businesses
 - d. Increase awareness and understanding of the TOIIDA and Office of Economic Development by residents and businesses outside the region
 - e. Develop a media strategy to include advanced digital technologies including but not limited to internet marketing, mobile marketing, social media and other new technologies.

2. Term: The term of this agreement shall be for a one (1) year period commencing on the date inscribed above and terminating on December 31, 2020. Thereafter, this Agreement can be extended for two (2) one (1) year option periods to be exercised at the sole discretion of the TOIIDA. Written notice of SMM's intention to extend the agreement must be received by the TOIIDA on or before November 1 of the preceding year.
3. Compensation: Compensation will be based on an hourly rate of \$115. SMM will estimate all costs related to specific projects which are planned/required for each upcoming year in the form of a Marketing Activity Plan. The TOIIDA will review and approve any outside costs such as photography, media etc. in accordance with the Agency's annual budget and the approved Marketing Activity Plan.

Payment to SMM shall be made in accordance with the standard practices and procedures employed by TOIIDA for the payment of contracted services including submission of a properly documented claim voucher and an itemized invoice for all services rendered as a prerequisite to the TOIIDA's obligation to compensate pursuant to this paragraph.

In addition to the aforementioned monthly compensation, TOIIDA will reimburse SMM for any expenditure related to the services provided herein including purchases for outside direct expenses by SMM on behalf of TOIIDA such as photography, publication materials, models, talent, printing, promotional items, broadcast production and editing will have no markup placed on them.

Compensation for supplier selection, estimate submission process and management of the supplier will be estimated and billed on an hourly basis as "Project Management Services" described above. Other out-of-pocket costs would also be billed at cost, such as postage, shipping, and messengers.

SMM will be responsible for placement of advertising that it produces. Compensation for media planning, selection, estimate submission process and management of all media will be billed on an hourly basis as "Media Planning and Management" described above. All media is billed to TOIIDA at net rates with no commission applied.

It is expressly understood that the budgeted amount for this agreement, including the hourly rate compensation discussed above, will not exceed the annual budget supplied by the Agency. SMM hereby agrees to properly manage its hourly compensation and expenditures to outside suppliers so to not exceed the budgetary constraint.

4. TOIIDA Approval: Prior to the commencement of any of the aforementioned work, SMM will submit all advertising and production charges to the TOIIDA for approval. TOIIDA has the right to modify, revise or cancel any plans, schedules or work. SMM will take proper steps immediately upon instructions from TOIIDA to effect such changes. TOIIDA agrees to assume SMM's liability for all commitments for such changes.

All work will be submitted for approval at sequential stages prior to the next stage being started. Provisions for two rounds of changes will be included in all estimates. Changes to work outside of the scope specified on the estimate are subject to an Author's Alteration charge which may be billed at the rate of \$115./hour. Such estimates might require adjustment during the course of the project to reflect variables such as photography, additional proofs and change orders. Should the charges to complete the work exceed the original estimate by more than 10%, a new estimate will be prepared and TOIIDA approval shall be required.

Rights to finished, paid-in-full works are owned by TOIIDA; however these works may only be used as originally intended unless purchased outright. In addition, there may be usage restrictions imposed on those works depending on the type of photos and images used in the finished piece. Should TOIIDA need copies of archived work, there will be a modest fee to compile and send those projects plus any other applicable rights and usage fees.

TOIIDA shall be responsible for the accuracy, completeness, propriety and truth of all information furnished to SMM in connection with SMM performance of services. SMM employs a rigorous proofreading system; however, the final proofreading responsibility rests with TOIIDA. TOIIDA also agrees to indemnify and hold agency harmless against any losses, claims, damages or liabilities including reasonable legal expenses based upon material in advertising prepared by SMM that has been approved by TOIIDA for publication.

5. Cancellation: This agreement may be canceled, without cause, upon thirty (30) day written notice and at the sole discretion of the TOIIDA. Such cancellation shall be without recourse by SMM except for fees due and owing for work already performed, or previously approved obligations which can not be cancelled or otherwise terminated.

Upon termination of this agreement, whether canceled under this provision or otherwise, SMM shall transfer or make available to the TOIIDA all property and/or other materials (artwork, films, designs, etc.) in its possession which have been used and paid for by the TOIIDA.

6. Confidentiality: SMM hereby stipulates and agrees that it will not disclose confidential TOIIDA information to any individual or entity not bound by a confidential disclosure agreement, and that it will hold all such information it obtains or receives relative to the business of TOIIDA in confidence and not, in any manner, divulge or communicate such information to a third party without the prior written consent of TOIIDA.
7. Indemnification and Hold Harmless: The TOIIDA agrees to indemnify, defend and hold harmless SMM from and against any and all liabilities based upon the utilization of any information provided by the TOIIDA. SMM agrees to fully indemnify, defend and hold harmless the TOIIDA 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 this agreement. In no event shall the TOIIDA 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 SMM hereby agrees to indemnify and hold harmless the IDA and their respective agents, officers, employees, and directors from and against any and all such liability.

TOIIDA agrees to fully indemnify, defend and hold harmless SMM from and against any 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 this agreement. In no event shall SMM 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 herein and TOIIDA hereby agrees to indemnify and hold harmless SMM and their respective agents, officers, employees and directors from and against any all such liability. This paragraph shall not apply to the negligent acts or omissions of SMM nor to any unlawful action and/or conduct committed by SMM.

8. Insurance: SMM shall promptly, prior to execution of the Agreement and at its sole cost and expense, obtain insurance in the type and amounts specified below. All required insurance shall be maintained with insurance underwriters authorized to do business in the State of New York satisfactory to the TOIIDA. All policies shall name the TOIIDA, the Town of Islip, its officers, employees, servants and agents as additional insured's. SMM shall promptly furnish the TOIIDA 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. SMM's liability insurance shall be considered primary and the TOIIDA's liability insurance, if any, shall be considered excess liability for each and every claim.
 - a. Comprehensive General Liability Insurance in form acceptable to the TOIIDA, including public liability and property damage, covering its activities hereunder, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, including blanket contractual liability, independent contractors, and products and completed operations; and
 - b. If any vehicles are to be used by the SMM, then successful proposer shall obtain Comprehensive bodily injury and property damage insurance in form acceptable to the TOIIDA for business uses covering any and all vehicles, owned, non owned, hired or marine vessels to be operated by successful proposer, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by successful proposer, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00); and
 - c. New York State Disability Insurance and Workers Compensation Insurance as required by statute for SMM's employees, if any.
 - d. An Umbrella policy to provide excess coverage in the amount of Five Million Dollars (\$2,000,000.00), for all other policies of insurance required pursuant to the Agreement. This policy shall name the TOIIDA, the Town of Islip, its officers, employees, servants and agents as an additionally insured party and shall be a "per occurrence" policy".

9. 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.
10. 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.
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 to the addresses described above. Each party shall give prompt notice to the other of any change of address.
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. Agreement Binding on Others: This agreement shall be binding upon the parties hereto, their respective heirs, administrators, successors, assigns, and legal representatives.
15. 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.
16. 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.
17. 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.

TOWN OF ISLIP INDUSTRIAL

SMM ADVERTISING

DEVELOPMENT AGENCY

Angie M. Carpenter, Chairwoman

Print Name: