

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 1

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Industrial Development Agency.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

John Walser

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

November 16, 2021

Agenda

1. Please call 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 special meeting on **October 27, 2021**.
3. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **East West Industries Inc.** Located at 2002 Orville Drive North, Ronkonkoma. (0500-10600-0100-007005).
4. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **Designs for Vision, LLC/DFV Realty, LLC**. Located at 10 Orville Drive, Bohemia. (0500-17200-0100-051015).
5. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Great River Two, LLC**. Located at 3040 Veterans Memorial Highway, Bohemia. (0500-14800-0200-005001).
6. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **Venture One Development Services, LLC**. Located at 2950 Veterans Memorial Highway, Bohemia. (0500-14600-0100-001000).
7. To consider the adoption of a Resolution between the Town of Islip Industrial Development Agency and **One Thousand Sylvan, LLC/Brook Avenue, LLC/Cabinetry by Design**, requesting a tenant approval. Located at 1000 Sylvan Avenue, Bayport. (0500-23900-0400-006002).
8. To consider the adoption of a Resolution between the Town of Islip Industrial Development Agency and **Corner Electronics Inc.**, requesting tenant approvals. Located at 100 Emjay Blvd, Brentwood. (0500-13400-0200-011000).
9. To consider an adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **BCORE Defender NY1W03 LLC/PODS Enterprises, LLC 2021 Facility** to approve a mortgage financing, without mortgage recording tax exemption (no benefits provided). Located at 555 Prime Pl, Hauppauge. (0500-03800-0200-020010).

10. To consider an adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **BCORE Defender NYW02 LLC/WESCO, LLC 2021 Facility** to approve a mortgage financing, without mortgage exemption (no benefits provided). Located at 500 Prime Pl, Hauppauge. (0500-03800-0200-020010).
11. To consider the adoption of a Resolution from the Town of Islip Industrial Development Agency to consider amendments to the **Uniform Tax Exemption Policy**.
12. To consider **any other business** to come before the Agency.



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
October 27, 2021 (Special Meeting)
Meeting Minutes

1. The Meeting of the Town of Islip Industrial Development Agency was called to order on a motion by Councilman James P. O'Connor and seconded by Councilwoman Mary Kate Mullen.

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.

Motions were presented to approve and adopt the following resolutions on the October 27, 2021 IDA Agenda. The resolutions were as follows:

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 **October 19, 2021**. On a motion by Councilman John C. Cochrane Jr., and seconded by Councilman James P. O'Connor, said motion was approved 5-0.
3. To consider the adoption of a Resolution on behalf of the Town of Islip Economic Development Corporation to approve the **2022 IDA budget** on a motion by Councilwoman Trish Bergin Weichbrodt and seconded by Councilman James P. O'Connor, said motion was approved 5-0.
4. To consider **any other business** to come before the Agency there being none the meeting adjourned following a motion by Councilwoman Mary Kate Mullen and seconded by Councilwoman Trish Bergin Weichbrodt.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR**

AGENDA ITEM #3

TYPE OF RESOLUTION: INDUCEMENT RESOLUTION

COMPANY: EAST WEST INDUSTRIES, INC.

**PROJECT LOCATION: 2002 ORVILLE DRIVE NORTH,
RONKONKOMA**

**JOBS (RETAINED/CREATED): RETAINED - 90 -
CREATE - 04 -**

INVESTMENT: \$566,520.00

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING EAST/WEST INDUSTRIES, INC., A NEW YORK CORPORATION, AND EWI IC-DISC, INC., A BUSINESS CORPORATION ORGANIZED AND VALIDLY EXISTING UNDER THE LAWS OF THE STATE OF NEVADA AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING THE FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY.

WHEREAS, the Town of Islip Industrial Development Agency (the “**Agency**”) has previously assisted East/West Industries, Inc., a business corporation organized and existing under the laws of the State of New York (“**East/West**”), and EWI IC-Disc, Inc., a business corporation organized and validly existing under the laws of the State of Nevada (“**EWI**” collectively with East/West, the “**Company**”) in the acquisition of a leasehold interest of an approximately 48,233 square foot portion of an approximately 206,005 square foot building (the “**Original Demised Premises**”) located on an approximately 15.84 acre parcel of land located at 2002 Orville Drive North, Ronkonkoma, New York 11779 (the “**Land**”), the renovation of the Original Demised Premises (the “**Original Improvements**”) and the acquisition and installation therein of certain equipment and personal property (the “**Original Equipment**”; and, together with the Demised Premises, the Land and the Original Improvements, the “**Original Facility**”), which Original Facility is currently leased and sub-subleased by the Agency to the Company and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment; and

WHEREAS, the Company has now applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of an additional approximately 27,000 square foot portion of the afore mentioned 206,005 square foot building (the “**2021 Demised Premises**”, and together with the Original Demised Premises, the “**Demised Premises**”) and the renovation thereof (the “**2021 Improvements**”, and together with the Original Improvements, the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property (the “**2021 Equipment**”; and together with the Original Equipment, the “**Equipment**”, and together with the Land, Demised Premises, and Improvements, the “**Facility**”), which Facility will continue to be leased by the Agency to the Company, and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment (the “**Project**”); and

WHEREAS, the Land, the Demised Premises and the Improvements (the “**Ground Leased Facility**”) are currently leased by REP A-2027 LLC, a Delaware limited liability company (the “**Owner**”), to the Company pursuant to an Agreement of Lease, dated as of August 4, 2016 (the “**Ground Lease**”), by and between the Owner and the Company, as amended; and

WHEREAS, the Agency will acquire a leasehold interest in the Improvements and title to the Equipment and will sublease and lease the Facility to the Company, 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 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 contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes, exemptions from sales and use taxes and abatement of real property taxes on the Facility, consistent with the policies of the Agency, 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 made a determination for 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 to representations by the Company that the proposed financial assistance is either an inducement to the Company to maintain the Facility in the Town of Islip or is necessary to maintain the competitive position of the Company in its industry; and

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 has 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; 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 Town of Islip Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping, and operation of the Facility is a Type II Action, as that term is defined in the SEQRA Act. As such, no further SEQRA review is required under the SEQRA Act.

Section 2. The acquisition, renovation, and equipping of the Facility by the Agency, the subleasing and leasing of the Facility to the Company and the provision of financial assistance on the Facility 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, renovate and equip the Facility, and (ii) lease and sublease the Facility to the Company.

Section 4. The Company is hereby notified that it 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 Company is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company as agent of the Agency 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.

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 transactions 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 (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. The Company shall 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 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 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 November 16, 2021, at 40 Nassau Avenue, Islip, New York 11751, 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 November 16, 2021.

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 November, 2021, at _____ a.m., local time, at the Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

The Town of Islip Industrial Development Agency (the “Agency”) has previously assisted East/West Industries, Inc., a business corporation organized and existing under the laws of the State of New York (“East/West”), and EWI IC-Disc, Inc., a business corporation organized and validly existing under the laws of the State of Nevada (“EWI” collectively with East/West, the “Company”) in the acquisition of a leasehold interest of an approximately 48,233 square foot portion of an approximately 206,005 square foot building (the “Original Demised Premises”) located on an approximately 15.84 acre parcel of land located at 2002 Orville Drive North, Ronkonkoma, New York 11779 (the “Land”), the renovation of the Original Demised Premises (the “Original Improvements”) and the acquisition and installation therein of certain equipment and personal property (the “Original Equipment”; and, together with the Demised Premises, the Land and the Original Improvements, the “Original Facility”), which Original Facility is currently leased and sub-subleased by the Agency to the Company and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment.

The Company has now applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of an additional approximately 27,000 square foot portion of the afore mentioned 206,005 square foot building (the “2021 Demised Premises”, and together with the Original Demised Premises, the “Demised Premises”) and the renovation thereof (the “2021 Improvements”, and together with the Original Improvements, the “Improvements”), and the acquisition and installation therein of certain equipment and personal property (the “2021 Equipment”; and together with the Original Equipment, the “Equipment”, and together with the Land, Demised Premises, and Improvements, the “Facility”), which Facility will continue to be leased by the Agency to the Company, and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment (the “Project”).

The Land, the Demised Premises and the Improvements (the “Ground Leased Facility”) are currently leased by REP A-2027 LLC, a Delaware limited liability company (the “Owner”), to the Company pursuant to an Agreement of Lease, dated as of August 4, 2016 (the “Ground Lease”), by and between the Owner and the Company, as amended.

The Facility will initially be owned by the Owner, and operated and/or managed by the Company.

The Agency will acquire a leasehold interest in the Demised Premises and Improvements and title to the Equipment and will lease and sublease the Facility to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes and sales and use taxes and abatement of real property taxes on the Facility, all 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 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 with the Agency and an analysis of the costs and benefits of the proposed Facility.

Dated: November __, 2021

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: John G. Walser
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
NOVEMBER __, 2021

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(EAST/WEST INDUSTRIES, INC. FACILITY)

1. _____ of the Town of Islip Industrial Development Agency (the "Agency") called the hearing to order.
2. _____ then appointed himself the hearing officer of the Agency, to record the minutes of the hearing.
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:

The Town of Islip Industrial Development Agency (the "Agency") has previously assisted East/West Industries, Inc., a business corporation organized and existing under the laws of the State of New York ("East/West"), and EWI IC-Disc, Inc., a business corporation organized and validly existing under the laws of the State of Nevada ("EWI" collectively with East/West, the "Company") in the acquisition of a leasehold interest of an approximately 48,233 square foot portion of an approximately 206,005 square foot building (the "**Original Demised Premises**") located on an approximately 15.84 acre parcel of land located at 2002 Orville Drive North, Ronkonkoma, New York 11779 (the "**Land**"), the renovation of the Original Demised Premises (the "**Original Improvements**") and the acquisition and installation therein of certain equipment and personal property (the "**Original Equipment**"; and, together with the Demised Premises, the Land and the Original Improvements, the "**Original Facility**"), which Original Facility is currently leased and sub-subleased by the Agency to the Company and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment

The Company has now applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of an additional approximately 27,000 square foot portion of the afore mentioned 206,005 square foot building (the "**2021 Demised Premises**", and together with the Original Demised Premises, the "**Demised Premises**") and the renovation thereof (the "**2021 Improvements**", and together with the Original Improvements, the "**Improvements**"), and the acquisition and installation

therein of certain equipment and personal property (the “**2021 Equipment**”); and together with the Original Equipment, the “**Equipment**”, and together with the Land, Demised Premises, and Improvements, the “**Facility**”), which Facility will continue to be leased by the Agency to the Company, and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment (the “**Project**”).

The Land, the Demised Premises and the Improvements (the “**Ground Leased Facility**”) are currently leased by REP A-2027 LLC, a Delaware limited liability company (the “**Owner**”), to the Company pursuant to an Agreement of Lease, dated as of August 4, 2016 (the “**Ground Lease**”), by and between the Owner and the Company, as amended.

The Facility will initially be owned by the Owner, and operated and/or managed by the Company.

The Agency will acquire a leasehold interest in the Demised Premises and Improvements and title to the Equipment and will lease and sublease the Facility to the Company. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from mortgage recording taxes and sales and use taxes and abatement of real property taxes on the Facility, all consistent with the policies of the Agency.

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:

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

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 November __, 2021, at __ a.m., local time, at Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751, 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 November __, 2021.

Assistant Secretary

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR NOVEMBER 16, 2021**

AGENDA ITEM #4

TYPE OF RESOLUTION: INDUCEMENT RESOLUTION

COMPANY: DESIGN FOR VISION/DFV REALTY, LLC

PROJECT LOCATION: 10 ORVILLE DRIVE, BOHEMIA

**JOBS (RETAINED/CREATED): RETAINED - 190 -
CREATE - 207 -**

INVESTMENT: \$7,500,000.00

DESIGNS FOR VISION, INC.

July 13, 2016

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, NY 11751

Ladies and Gentlemen:

Thank you for considering our Application to the Town of Islip Industrial Development Agency.

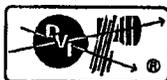
As you may recall, in or about 1986, Designs for Vision, Inc. and Feinbloom Murphy Ltd., a related real estate entity, applied to, and received assistance from, you to acquire, build, equip and finance our current facility at 760 Koehler Avenue, Ronkonkoma, New York 11779. At the time, Designs for Vision employed about 100 persons and we promised we would increase our employment to at least 125 persons. We are pleased that Designs for Vision far exceeded our expectations. Currently, Designs for Vision employs more than 155 persons (148 full time, and 7 part time) in Ronkonkoma, another 5 persons in other parts of New York State, and, in total, 184 persons throughout the United States (in addition to being represented by agents throughout the world).

Designs for Vision Background

Designs for Vision designs, engineers and manufactures optical and illumination devices to enhance the vision of clinical specialists and persons with partial vision. Designs for Vision was founded in 1961 by William Feinbloom, OD to manufacture optical devices to enhance the vision of patients who had partial or low vision. Dr. Feinbloom was the pioneer of this field and Designs for Vision carries on the work of Dr. Feinbloom. As the world wide population ages, the need for low vision optical devices will expand. Designs for Vision has recently licensed new technology to enhance the night vision of low vision patients (which is another example of our need for larger and more efficient space from which to meet the future demand for these products).

Designs for Vision started to meet the visual enhancement needs of surgeons in the 1970s, dentists in the 1980s, and dental hygienists in the early 2000s, and, within the last decade, surgical mid-level providers. Designs for Vision has been designing illumination equipment for these markets since 1972 and, in 2006, married our optical expertise with emerging technologies to introduce clinical LED illumination devices. Increases in demand across our product line and introduction of new optical and electro-optical devices has stressed our ability to meet the demand for our products with our current workforce and multiple location operation.

Designs for Vision operates in three distinct markets: Surgery/Operating Room, Dentistry/Dental Hygiene, and Low Vision/Partially Sighted. Designs for Vision both manufactures and markets all of our products. Designs for Vision is recognized as the leader and innovator in each of these three markets. Designs for Vision has been a leader in developing optical, illumination, and electro-optical devices that meet these requirements and currently has over 80 patents assigned to the company.



760 KOEHLER AVENUE • RONKONKOMA, NY 11779 • TEL. 631/585-3300 • TOLL FREE 1-800/345-4009
FAX 631/585-3404 • E-MAIL info@designsforvision.com • www.designsforvision.com

Designs for Vision proudly designs, engineers, manufactures and distributes our products in the United States and throughout the world. Our international exports represent over 20% of annual sales. Designs for Vision attends over 170 medical & dental trade shows, and our products are recognized throughout the world, including outer space. Designs for Vision has several products in the R&D pipeline, and, in 2015 alone, Designs for Vision introduced a new head mounted HD video camera, two new reduced size/weight optical systems for surgery and dentistry, and a new WireLess LED light for dentistry.

Designs for Vision's customers are constantly demanding more functions, greater efficiency and smaller packaging. The expansion of medical procedures and increased graduates of dental schools have increased the markets for our products in both of those markets. The aging of the baby boomers will cause a demand for optical devices for partially sighted/low vision patients as most causes for these conditions are age related. Designs for Vision is engineering and designing new products to meet the changing demands and demographics.

Designs for Vision's Existing Facility

Designs for Vision's current facility at 760 Koehler Avenue, which is owned by Feinbloom Murphy Ltd. (and the Agency), contains 30,000 square feet, and, at present, Designs for Vision also leases from an unrelated third parties an additional 18,000 square feet over an additional three locations; 710, 750 and 751 Koehler Avenue. The management of our operations over multiple buildings has proven to be a challenge, a hindrance to our ability to meet the growing domestic and international demand for our products, limited our ability to expand our product lines, and has diminished our efficiency. In order to manage the company, improve effectiveness and meet the expectations of our customers, Designs For Vision requires more space so that we may combine our manufacturing, research, engineering, design, finance, administration, sales, and marketing, under one roof. We have identified a new location within the Town of Islip for that purpose at 4000 Veterans Memorial Highway, Bohemia, NY 11716.

Designs for Vision's New Facility

4000 Veterans Memorial Highway is an approximately 66,000 square foot building with approximately 56,000 square feet on the first floor and approximately 10,000 square feet on the second floor. The building was built in 1975 and is currently owned by the Town of Islip Industrial Development Agency in connection with a lease arrangement with 4000 Veterans Hwy LLC.

We understand that the property to be purchased by us has recently been the subject of subdivision, site plan modification and a floor area ratio variance approvals before the Town of Islip and its departments so that the existing building and approximately 3.94 acres of land constitutes a separate and distinct parcel that will be conveyed to us. At present, the property is the subject of a variance hearing before the Suffolk County Department of Health Service's Board of Review for a "change of use" to allow for the use by Designs for Vision of 40,000 square feet of the building for offices (and research and development) and the remainder for industrial use.

After the acquisition of the property, the building will require substantial renovations to meet our needs. As an example, we intend to reconfigure the first floor manufacturing area to accommodate and install clean rooms, machine shops, inventory management systems, surface and telescoping manufacturing facilities, an elevator, new HVAC, revamped electrical distribution, as well as a new roof and renovated offices. We estimate that the renovation costs at \$5,000,000, and the renovation period at about six months.

As part of the relocation, Designs for Vision will also be investing in our operations by purchasing about \$1,200,000 of new equipment, such as, approximately \$370,000 for two lathes and milling machines.

Designs for Visions' has been unable to delay taking necessary steps to accommodate our continued growth while this new project is under development. For instance, Designs for Visions recently rented from a third party approximately 5,000 square feet of space to begin it resurfacing operations (the 5,000 square feet is included in the 18,000 square feet Designs for Vision rents from third parties described above), although the setup of temporary facilities for this purpose is expensive and inefficient. Also, in the past year, Designs for Vision has hired 13 new full time employees and one part time employee for the new facility who, in ordinary circumstances, would not have been hired until the new facility had been acquired, renovated and operating.

To date, we have incurred \$345,000 for the new facility by virtue of the contract deposit under the sale and purchase agreement between DFV Realty LLC and the seller; however, the deposit is refundable if, among other reasons, we do not receive the support from the Agency as anticipated.

Ownership

Feinbloom Murphy Ltd is exploring a tax free exchange of its 760 Koehler Avenue property with an interest in the 4000 Veterans Memorial Highway property. Either Feinbloom Murphy Ltd or DFV Realty LLC, or both (as tenants in common) will be the owners of the 4000 Veterans Memorial Highway property. The sole shareholder of Feinbloom Murphy Ltd is Richard Feinbloom, and the members of DFV Realty LLC are Richard Feinbloom, Herbert Schwartz and John Walsh (the three of whom are also the shareholders of Designs for Vision).

Financing Arrangements

We are considering alternative and combinations of financing structures, such as, tax-exempt and taxable bonds (including variable rate demand bonds credit enhanced with letters of credit from institutional lenders), and traditional mortgages. We have the support of many banks, including HSBC, Capital One Bank, TD Bank, Signature Bank, and Suffolk County National Bank.

Assistance of the Town of Islip Industrial Development Agency

Town of Islip Industrial Development Agency
July 13, 2016
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We are seeking your continued assistance, including the issuance of taxable and/or tax-exempt bonds for a bond transaction, or entering into a straight lease transaction, exemption from mortgage recording taxes and sales and use taxes, and real estate tax abatements.

We mentioned above that the Agency currently owns the proposed new facility. We request that the Agency permit the seller's existing lease arrangements to be assigned to us (and then amended and restated in their entirety) so that the property will not be restored to the tax rolls upon a fee conveyance (and subsequently, on December 1, after the next tax status date, removed from the tax rolls), and will continue to be treated as exempt property (subject to a PILOT agreement).

We are hopeful that you will continue to assist us to grow our business in the Town of Islip. We believe that the partnership between you and us created more than thirty years ago has been beneficial to the Town and to us.

Very truly yours,

Designs for Vision , Inc.
Feinbloom Murphy Ltd.
DFV Realty LLC

By:


Richard Feinbloom

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING DFV REALTY II LLC, A NEW YORK LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS DFV REALTY II LLC AND DESIGNS FOR VISION, INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF DESIGNS FOR VISION, 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 THE FACILITY AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY.

WHEREAS, DFV Realty II 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 DFV Realty II LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**") and Designs for Vision, 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 Designs for Vision, 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**"), for the Agency's assistance in (a) the acquisition of an approximately 2.7 acre parcel of land located at 10 Orville Drive, Bohemia, New York 11716 (the "**Land**"), the renovation and equipping of an approximately 33,800 square foot building located thereon (the "**Improvements**"), and the acquisition and installation of certain equipment and personal property not part of the Equipment (as such term is defined herein) (collectively, the "**Facility Equipment**" and; together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased and subleased 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, including but not limited to, workbenches, shelving, air compressors, computers and testing racks (collectively, 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 Sublessee in its business as a designer and manufacturer of optical and illumination devices for surgery/operating rooms, dentistry/dental hygiene and low vision/partially sighted markets (collectively, the "**Project**"); and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and the Equipment, will sublease and lease the Company Facility to the Company for further sublease to the Sublessee, and will lease the Equipment 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 exemptions from mortgage recording taxes in connection with the

financing or any subsequent refinancing of the Facility, exemptions from sales and use taxes and 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 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; and

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. [Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company and the Sublessee regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping, and operation of the Facility is an "unlisted" action, as that term is defined in the SEQRA Act. The Agency also determines that the action will not have a "significant effect" on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQRA. Notice of this determination shall 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.] – waiting on Dana's Memo

Section 2. The acquisition, renovation and equipping of the Facility by the Agency, the subleasing and leasing of the Company Facility to the Company for further subleasing to the Sublessee, the leasing of the Equipment 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, renovate and equip the Facility; (ii) lease and sublease the Company Facility to the Company for further sublease to the Sublessee; and (iii) lease the Equipment to the Sublessee.

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 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 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 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 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 November 16, 2021, at 40 Nassau Avenue, Islip, New York 11751, 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 November 16, 2021.

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 November, 2021, at ___ a.m., local time, at the Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

DFV Realty II 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 DFV Realty II LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**") and Designs for Vision, 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 Designs for Vision, 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**"), for the Agency's assistance in (a) the acquisition of an approximately 2.7 acre parcel of land located at 10 Orville Drive, Bohemia, New York 11716 (the "**Land**"), the renovation and equipping of an approximately 33,800 square foot building located thereon (the "**Improvements**"), and the acquisition and installation of certain equipment and personal property not part of the Equipment (as such term is defined herein) (collectively, the "**Facility Equipment**" and; together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased and subleased 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, including but not limited to, workbenches, shelving, air compressors, computers and testing racks (collectively, 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 Sublessee in its business as a designer and manufacturer of optical and illumination devices for surgery/operating rooms, dentistry/dental hygiene and low vision/partially sighted markets (collectively, the "**Project**"). The Facility will initially be owned by the Company, and operated and/or managed by the Sublessee.

The Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and the Equipment, will sublease and lease the Company Facility to the Company for further sublease to the Sublessee, and will lease the Equipment to 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 and sales and use taxes and abatement of real property taxes on the Facility, all 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: November __, 2021

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: John G. Walser
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
NOVEMBER __, 2021

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(DFV REALTY II LLC/DESIGNS FOR VISION, INC. FACILITY)

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

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

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:

DFV Realty II 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 DFV Realty II LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "**Company**") and Designs for Vision, 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 Designs for Vision, 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**"), for the Agency's assistance in (a) the acquisition of an approximately 2.7 acre parcel of land located at 10 Orville Drive, Bohemia, New York 11716 (the "**Land**"), the renovation and equipping of an approximately 33,800 square foot building located thereon (the "**Improvements**"), and the acquisition and installation of certain equipment and personal property not part of the Equipment (as such term is defined herein) (collectively, the "**Facility Equipment**" and; together with the Land and the Improvements, the "**Company Facility**"), which Company Facility is to be leased and subleased 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, including but not limited to, workbenches, shelving, air compressors, computers and testing racks (collectively, 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 Sublessee in its business as a designer and manufacturer of optical and illumination devices for surgery/operating rooms, dentistry/dental hygiene and low vision/partially sighted markets (collectively, the "**Project**"). The Facility will initially be owned by the Company, and operated and/or managed by the Sublessee.

The Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and the Equipment, will sublease and lease the

Company Facility to the Company for further sublease to the Sublessee, and will lease the Equipment to 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 and sales and use taxes and abatement of real property taxes on the Facility, all consistent with the policies of the Agency.

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:

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

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 November __, 2021, at __ a.m., local time, at Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751, 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 November __, 2021.

Assistant Secretary

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR NOVEMBER 16, 2021**

AGENDA ITEM #5

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

COMPANY: GREAT RIVER TWO, LLC

**PROJECT LOCATION: 3040 VETERANS MEMORIAL
HWY, BOHEMIA**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 83 -**

INVESTMENT: \$11,604,522.50

Date: November 16, 2021

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at 40 Nassau Avenue, Islip, New York 11751 on the 16th day of November, 2021 the following members of the Agency were:

Present

Excused Absence:

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 acquisition of a leasehold and subleasehold interest in a certain industrial development facility more particularly described below (Great River Two, LLC 2021 Facility) and the leasing of the facility to Great River Two, LLC for subleasing by Great River Two, LLC to future tenants.

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

Voting Aye

Voting Nay

Abstain

and, therefore, the resolution was declared duly adopted.

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, DEMOLITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF GREAT RIVER TWO, LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF GREAT RIVER TWO, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, DEMOLISHING, CONSTRUCTING 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, Great River Two, LLC a New York limited liability company, on behalf of itself and/or the principals of Great River Two, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has 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 3.806 acre parcel of land located at 3040 Veterans Memorial Highway, Bohemia, New York 11716 (the “**Land**”), the demolition of two existing buildings thereon; one approximately 9,500 square feet and one approximately 2,000 square feet, and the construction and equipping thereon of an approximately 48,360 square foot building (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 subleased by the Company to various tenants (the “**Tenants**”), for use as a multi-tenant high-end office space and industrial space (the “**Project**”); and

WHEREAS, the Agency, by resolution duly adopted on October 19, 2021 (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 a fee interest in the Improvements pursuant to a certain Company Lease Agreement, dated as of November 1, 2021, or such other date as the Chairman or Executive Director of the Agency

and counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the 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 Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of November 1, 2021 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; 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, demolition, construction, and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company, consistent with the policies of the Agency, in the form of: (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$8,703,391.88 but not to exceed \$10,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$65,275 but not to exceed \$75,000, in connection with the financing of the acquisition, demolition, construction and equipping of the Facility and any future financing; refinancing or permanent financing of the costs of acquiring, demolishing, constructing and equipping of the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$755,843.25 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 to representations by the Company that the proposed transaction is necessary to maintain the competitive position of the Company in its industry; 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 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 Facility preserves the public purposes of the Act by preserving or increasing the number of permanent private sector jobs in the Town of Islip. The Company has represented to the Agency that it intends to provide fifty-five (55) full time employees within the second year after completion of the Facility; and

(d) The acquisition, demolition, construction and equipping of the Facility, the subleasing and leasing of the Facility to the Company 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.

(e) The acquisition, demolition, construction and equipping of the Facility by the Agency is reasonably necessary to induce the Company to maintain and expand its business operations in the Town of Islip.

(f) Based upon representations of the Company and counsel to the Company, 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 sublease and lease the Facility to the Company; and

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

(i) The Lease Agreement will be an effective instrument whereby the Agency subleases and leases the 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

(j) 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 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.

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 Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (vi) 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 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, demolishing, constructing and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, demolishing, constructing 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 in connection with the acquisition, demolition, construction 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 \$8,703,391.88 but not to exceed \$10,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$65,275 but not to exceed \$75,000, in connection with the financing of the acquisition, demolition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, demolishing, constructing and equipping of the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$755,843.25, 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 is herewith and hereby appointed the agent of the Agency to acquire, construct and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company 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, as agent 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 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 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, as agent of the Agency. The aforesaid appointment of the Company as agent of the Agency to acquire, demolish, construct 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 has received exemptions from sales and use taxes in an amount not to exceed \$755,843.25, 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 if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company is hereby notified that it 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 Agreement. The Company is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company, as agent 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.

Section 9. The form and substance of the Company Lease, the Lease 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.

(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 Company Lease, the Lease 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.

(b) The Chairman, Vice Chairman, 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 11. 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 12. This resolution shall take effect immediately.

EXHIBIT A

Proposed PILOT Benefits

Formula for In-Lieu-of-Taxes Payment: The 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), Connetquot School District, Suffolk County and Appropriate Special Districts.

3040 Veterans Memorial Highway, Bohemia, New York

Tax Map No. 0500-148.00-02.00-005.001

Definitions

X = \$181,400 (current land value assessment)

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

Year

1	100% normal tax on X and 0% normal tax on Y
2	100% normal tax on X and 10% normal tax on Y
3	100% normal tax on X and 20% normal tax on Y
4	100% normal tax on X and 30% normal tax on Y
5	100% normal tax on X and 40% normal tax on Y
6	100% normal tax on X and 50% normal tax on Y
7	100% normal tax on X and 60% normal tax on Y
8	100% normal tax on X and 70% normal tax on Y
9	100% normal tax on X and 80% normal tax on Y
10	100% normal tax on X and 90% normal tax on Y
11 and thereafter	100% normal tax on X and 100% normal tax on Y

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR**

AGENDA ITEM #6

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

**COMPANY: VENTURA ONE DEVELOPMENT SERVICES,
LLC.**

**PROJECT LOCATION: 2950 VETERANS MEMORIAL
HIGHWAY, BOHEMIA**

**JOBS (RETAINED/CREATED): RETAINED - 00 -
CREATE - 25 -**

INVESTMENT: \$24,548,000.00

Date: November 16, 2021

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at 40 Nassau Avenue, Islip, New York 11751 on the 16th day of November, 2021 the following members of the Agency were:

Present

Excused Absence:

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 acquisition of a leasehold and subleasehold interest in a certain industrial development facility more particularly described below (Venture One Development Services LLC 2021 Facility) and the leasing of the facility to Venture One Development Services LLC for subleasing by Venture One Development Services LLC to future tenants.

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

Voting Aye

Voting Nay

Abstain

and, therefore, the resolution was declared duly adopted.

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF VENTURE ONE DEVELOPMENT SERVICES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF VENTURE ONE DEVELOPMENT SERVICES LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING 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, Venture One Development Services LLC, an Illinois limited liability company, on behalf of itself and/or the principals of Venture One Development Services LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has 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 9.78 acre parcel of land located at 2950 Veterans Memorial Highway, Bohemia, New York 11716 (the “**Land**”), the demolition of an approximately 85,000 square foot existing building thereon and the construction and equipping thereon of an approximately 121,846 square foot building (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 subleased by the Company to various tenants (the “**Tenants**”), for use as an industrial warehouse space (the “**Project**”); and

WHEREAS, the Agency, by resolution duly adopted on September 14, 2021 (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 a fee interest in the Improvements pursuant to a certain Company Lease Agreement, dated as of October 1, 2021, or such other date as the Chairman or Executive Director of the Agency and

counsel to the Agency shall agree (the “**Company Lease**”), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the 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 Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of October 1, 2021 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Lease Agreement**”), by and between the Agency and the Company; 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, construction, and equipping of the Facility (collectively, the “**Loan Documents**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company, consistent with the policies of the Agency, in the form of: (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$17,183,000 but not to exceed \$20,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$128,872.50 but not to exceed \$150,000, in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$448,500 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 to representations by the Company that the proposed transaction is necessary to maintain the competitive position of the Company in its industry; 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 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 Facility preserves the public purposes of the Act by preserving or increasing the number of permanent private sector jobs in the Town of Islip. The Company has represented to the Agency that it intends to provide twenty-five (25) full time employees within the second year after completion of the Facility; and

(d) The acquisition, construction and equipping of the Facility, the subleasing and leasing of the Facility to the Company 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.

(e) The acquisition, construction and equipping of the Facility by the Agency is reasonably necessary to induce the Company to maintain and expand its business operations in the Town of Islip.

(f) Based upon representations of the Company and counsel to the Company, 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 sublease and lease the Facility to the Company; and

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

(i) The Lease Agreement will be an effective instrument whereby the Agency subleases and leases the 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

(j) 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 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.

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 Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (vi) 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 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, constructing and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, constructing 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 in connection with the acquisition, construction 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 \$17,183,000 but not to exceed \$20,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$128,872.50 but not to exceed \$150,000, in connection with the financing of the acquisition, construction and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$448,500, 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 is herewith and hereby appointed the agent of the Agency to acquire, construct and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to acquire, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company 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, as agent 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 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 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, as agent of the Agency. The aforesaid appointment of the Company as agent of the Agency to acquire, construct 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 has received exemptions from sales and use taxes in an amount not to exceed \$448,500, 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 if such activities and improvements are not completed by such time. The aforesaid appointment of the Company is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company is hereby notified that it 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 Agreement. The Company is further notified that the tax exemptions and abatements provided pursuant to the Act and the appointment of the Company, as agent 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.

Section 9. The form and substance of the Company Lease, the Lease 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.

(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 Company Lease, the Lease 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.

(b) The Chairman, Vice Chairman, 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 11. 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 12. This resolution shall take effect immediately.

EXHIBIT A

Proposed PILOT Benefits

Formula for In-Lieu-of-Taxes Payment: The 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), Connetquot School District, Suffolk County and Appropriate Special Districts.

2950 Veterans Memorial Highway, Bohemia, New York

Tax Map No. 0500-146.00-01.00-001.000

Definitions

X = \$465,100 (current assessed value of vacant land)

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

Year

1	100% normal tax on X and 0% normal tax on Y
2	100% normal tax on X and 10% normal tax on Y
3	100% normal tax on X and 20% normal tax on Y
4	100% normal tax on X and 30% normal tax on Y
5	100% normal tax on X and 40% normal tax on Y
6	100% normal tax on X and 50% normal tax on Y
7	100% normal tax on X and 60% normal tax on Y
8	100% normal tax on X and 70% normal tax on Y
9	100% normal tax on X and 80% normal tax on Y
10	100% normal tax on X and 90% normal tax on Y
11 and thereafter	100% normal tax on X and 100% normal tax on Y

Company to pay X during construction period. PILOT to commence in tax year following company receipt of C of O

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR**

AGENDA ITEM #7

**TYPE OF RESOLUTION: RESOLUTION REQUESTING
TENANT APPROVAL**

**COMPANY: ONE THOUSAND SYLVAN, LLC/BROOK
AVENUE, LLC/CABINETRY BY DESIGN, INC. 2019
FACILITY**

**PROJECT LOCATION: 1000 SYLVAN AVENUE,
BAYPORT**

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

INVESTMENT: \$N/A

Date: November 16, 2021

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at 40 Nassau Avenue, Islip, New York 11751 on the 16th day of November, 2021 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 One Thousand Sylvan LLC/Brook Avenue LLC/Cabinetry By Design, Inc. 2019 Facility to NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless 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 ONE THOUSAND SYLVAN LLC/BROOK AVENUE LLC/CABINetry BY DESIGN, INC. 2019 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 has previously provided assistance to One Thousand Sylvan LLC, a New York limited liability company (the "**Sylvan**"), Brook Avenue LLC, a New York limited liability company (the "**Brook**"; and together with Sylvan, the "**Company**") and Cabinetry By Design, Inc., a New York business corporation (the "**Sublessee**"), in the acquisition of an approximately 3.50 acre parcel of land located at 1000 Sylvan Avenue, Bayport, New York 11705 (the "**Land**"), the renovation of an existing approximately 32,540 square foot building located thereon and the construction of an approximately 1,500 square foot addition thereto (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 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**"); and

WHEREAS, the Agency leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of July 1, 2019 (the "**Lease Agreement**"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Company leases the Land and Improvements to the Agency pursuant to a certain Company Lease, dated as of July 1, 2019 (the "**Company Lease**"), by and between the Company and the Agency; and

WHEREAS, the Agency leases the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of July 1, 2019 (the "**Equipment Lease**"), by and between the Agency, as lessor, and the Sublessee, as lessee; and

WHEREAS, the Company entered into negotiations with NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless (the "**Tenant**"), to sublease a portion of the rooftop of the Facility and certain other space within the building (the "**Demised Premises**"), pursuant to a Building and Rooftop Lease Agreement, dated a date to be

determined (the "Tenant Lease"), for a term of five (5) years, with an automatic extension of four (4) additional five (5) year terms unless terminated in writing by the Tenant, for the installation, operation and maintenance of a solar power generating facility by the Tenant; 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

(e) 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.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR NOVEMBER 16, 2021**

AGENDA ITEM #8

**TYPE OF RESOLUTION: RESOLUTION REQUESTING A
TENANT APPROVAL**

COMPANY: CORNER ELECTRONICS, INC.

**PROJECT LOCATION: 100 EMJAY BLVD.
BRENTWOOD**

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

INVESTMENT: \$N/A

Date: November 16, 2021

At a meeting of the Town of Islip Industrial Development Agency (the "Agency"), held at 40 Nassau Avenue, Islip, New York 11751 on the 16th day of November, 2021 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 Kurram LLC/Corner Electronics Inc. 2021 Facility to A.K. Distributors U.S.A Inc. and Electronics Warehouse Outlet, Inc. 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 KURRAM LLC/CORNER ELECTRONICS INC. 2021 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 has previously provided assistance to Kurram LLC, a New York limited liability company (the "Company") and Corner Electronics Inc., a New York business corporation (the "Sublessee"), in (a) the acquisition of an approximately 1.39 acre parcel of land located at 100 Emjay Boulevard, Brentwood, New York 11717 (the "Land"), the renovation of an existing approximately 38,000 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 defined below) (the "Facility Equipment"; and together with the Land and the Improvements, the "Company Facility"), which Company Facility is leased by the Agency to the Company and 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"); and

WHEREAS, the Agency leases the Facility to the Company pursuant to a certain Lease Agreement, dated as of October 1, 2021 (the "Lease Agreement"), by and between the Agency, as lessor, and the Company, as lessee; and

WHEREAS, the Company leases the Land and Improvements to the Agency pursuant to a certain Company Lease, dated as of October 1, 2021 (the "Company Lease"), by and between the Company and the Agency; and

WHEREAS, the Company entered into negotiations with A.K. Distributors U.S.A. Inc. and Electronics Warehouse Outlet, Inc. (the "Tenant"), to sublease a portion of the Facility and certain other space within the building (the "Demised Premises"), pursuant to a Sublease Agreement, dated a date to be determined (the "Tenant Lease"), for a term of thirty (30) years, for the installation, operation and maintenance of general offices and warehousing activities by the Tenant; 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

(e) 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.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR NOVEMBER 16, 2021**

AGENDA ITEM #9

**TYPE OF RESOLUTION: RESOLUTION REQUESTING
TENANT APPROVAL**

**COMPANY: BCORE DEFENDER NY1W03,
LLC/PODS ENTERPRISES, LLC.**

PROJECT LOCATION: 555 PRIME PLACE, HAUPPAUGE

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

INVESTMENT: \$N/A



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Richard J. Sandor
rsandor@cuddyfeder.com

October 27, 2021

VIA FEDERAL EXPRESS (and email to: twalsh@nixonpeabody.com)

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: John Walser

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: James H. Bowers, Executive Director

Islip Town Attorney's Office
40 Nassau Avenue
Islip, New York 11751
Attention: Taryn Jewell, Esq.

Re: *500 Prime Place, Hauppauge, New York 11788 (the "500 Prime Property")*, and *555 Prime Place, Hauppauge, New York 11788 (the "555 Prime Property")*, and together, the "Properties")

Dear Mr. Walser:

As special counsel to Blackstone Real Estate Income Trust, Inc. and certain of its affiliates "Blackstone"), we are writing this letter to advise The Town of Islip Industrial Development Agency (the "Agency") of a pending financing concerning the Properties in which the Agency holds leasehold interests and to request the Agency's consent to such financing, as further described herein.



October 27, 2021

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Letter to Town of Islip IDA

The Agency currently holds a leasehold interest in the 500 Prime Property pursuant to that certain Amended and Restated Company Lease Agreement dated as of April 1, 2013, as assigned, by and between BCORE Defender NY1W02 LLC (successor-in-interest to Prime Eleven LLC and subsequently CIVF V NY1W02, LLC; hereinafter referred to as the, "500 Prime Owner") and the Agency. The Agency currently holds a sublease interest in the 555 Prime Property pursuant to that certain Company Lease Agreement dated as of January 1, 2021 by and between BCORE Defender NY1W03 LLC, as the successor-in-interest to CIVF V NY1W03, LLC (the "555 Prime Owner"), and together with the 500 Prime Owner, the "Prime Owners") and the Agency.

The Agency previously consented to the sale of the Prime Owners to certain affiliates of Blackstone pursuant to the following resolutions: (a) Resolution of the Agency, dated September 14, 2021 approving the transfer of the controlling interest of CIVF V-NY1W02, LLC to BCORE Defender NY1W02 LLC concerning the WESCO, LLC 2021 Facility (as described therein); and (b) Resolution of the Agency, dated September 14, 2021 approving the transfer of the controlling interest of CIVF V-NY1W03, LLC to BCORE Defender NY1W03 LLC concerning the PODS Enterprises, LLC 2021 Facility (as described therein) (collectively the "Sale"). Upon the closing of the Sale, Blackstone will indirectly own BREIT Industrial Defender LP (the "Operating Partnership"), which will indirectly hold all of the interests in the 500 Prime Owner and the 555 Prime Owner and indirectly own a portfolio of 102 industrial properties in the United States (the "Portfolio") that includes the Properties.

The transaction at hand involves Blackstone mortgaging the Properties as part of a larger loan facility (the "Loan Facility") which will be secured by the Portfolio. Due to the fact that the Loan Facility involves more than one hundred properties, there is a need for multiple lenders, including Citi Real Estate Funding Inc., JPMorgan Chase Bank, National Association and Morgan Stanley Bank, N.A., and as such these multiple entities are not issuing a formal commitment letter. Rather, the Loan Facility will encumber each property in the Portfolio with a mortgage in the range of a sixty-five percent (65%) to eighty percent (80%) loan-to-value ratio (the "LTV"). Accordingly, and based on the LTV, the amount of each mortgage on the Properties is anticipated to be in the following range:

- 555 Prime Property (based on \$16,330,000 allocated purchase price): Mortgage in the range of \$10,614,500 - \$13,064,000
- 500 Prime Property (based on \$38,440,000 allocated purchase price): Mortgage in the range of \$24,986,000 - \$30,752,000



October 27, 2021
Page 3
Letter to Town of Islip IDA

Pursuant to the foregoing, Blackstone, as the principal of the Prime Owners, hereby requests the Agency (a) consent to the mortgaging of the Properties by the Prime Owners; (b) amend the existing resolution to consent to the foregoing mortgages, which mortgages shall not exceed (i) \$13,064.00 on the 555 Prime Property and (ii) \$30,752.00 on the 500 Prime Property; and (c) execute any documentation reasonably necessary to effect such approval. We request that this matter be considered by the Agency's Board at the earliest possible opportunity, but no later than the next scheduled meeting of the Board on November 16, 2021. At that meeting we will be prepared to answer questions Agency members may have with respect to the information contained herein.

Please do not hesitate to request any additional information that would assist you, your staff and/or the Agency members in their consideration of this request on behalf of the Blackstone. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard J. Sandor".

Richard J. Sandor

cc: Davis Coen, Esq. (via email)
Blackstone (via email)
Terance Walsh, Esq. (via email)

Date: November 16, 2021

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 16th day of November, 2021, 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 a consent for increased financing and the execution of related documents in connection with a certain industrial development facility more particularly described below (CIVF V-NY1W03, LLC/ PODS Enterprises, LLC 2021 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 A MORTGAGE FINANCING AND THE EXECUTION AND DELIVERY OF LOAN DOCUMENTS IN CONNECTION THEREWITH FOR THE CIVF V-NY1W03, LLC/PODS ENTERPRISES, LLC 2021 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 CIVF V-NY1W03, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company") and PODS Enterprises, LLC, a limited liability company organized and existing under the laws of the State of New York (the "Sublessee") in the 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 (the "Project"); and

WHEREAS, the Agency acquired a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of January 1, 2021 (the "Company Lease"), by and between the Company, as lessor, and the Agency, as lessee, and a memorandum of Company Lease was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Agency currently leases the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of January 1, 2021 (the "Lease Agreement"), by and between the Agency, as lessor, and the Company, as lessee, and a memorandum of Lease Agreement was to be recorded in the Suffolk County Clerk's office; and

WHEREAS, the Agency and the Sublessee entered into a Tenant Agency Compliance, dated as of January 1, 2021 (the "Tenant Agency Compliance Agreement"), by and between the Agency and the Sublessee, wherein the Sublessee provided certain assurances to the Agency with respect to the Facility; and

WHEREAS, the Agency, by resolution dated May 18, 2021 (the "Financing Resolution"), previously consented to a request by the Company to enter into a mortgage with U.S. Bank National Association, or such other lender or lenders (the "Lender") to

provide security for a portfolio loan consisting of a collective of properties owned by the Company (the "**Portfolio Loan**"), with respect to the Facility the apportioned approximate principal amount is estimated to \$5,798,487 but not to exceed \$8,000,000 (the "**2021 Loan**"); and

WHEREAS, the Agency, by resolution dated September 14, 2021 (the "**Ownership Restructuring Resolution**"), previously consented to a request by the Company to consent to the sale and restructuring of the ownership interests in the Company (the "**Sale**") and the name change of the Company to BCORE Defender NY1W03 LLC (the "**Name Change**"); and

WHEREAS, upon the closing of the Sale, Blackstone Real Estate Income Trust, Inc. ("**Blackstone**"), will indirectly own BREIT Industrial Defender LP (the "**Operating Partnership**"), which will indirectly hold all of the interests in the Company; and

WHEREAS, the Company has now requested the Agency consent to an increase in the 2021 Loan with respect to the Facility from the estimated amount not to exceed \$8,000,000 to an approximate principal amount estimated to be \$13,064,000 but not to exceed \$15,000,000 (the "**Increased 2021 Loan**"); 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 Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the Increased 2021 Loan and the 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.
- (b) The Facility continues to constitute a "project" as such term is defined in the Act.
- (c) The financing of the Facility and the Increased 2021 Loan 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 financing of the Facility and the Increased 2021 Loan as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company and the Sublessee in their respective industries.
- (e) Based upon representations of the Company and Sublessee and counsel to the Company and Sublessee, the Facility continues 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 Facility is located.
- (f) It is desirable and in the public interest for the Agency to assist in the financing of the Facility and the Increased 2021 Loan.
- (g) The Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the and the Increased 2021 Loan and assign to the Lender their respective rights under the Lease Agreement (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 Facility pursuant to certain mortgages and security agreements for the benefit of the Lender (the "**Mortgage**"), (ii) execute, deliver and perform the Mortgage, and (iii) execute, deliver and perform the Loan Documents to which the Agency is a party, as may be necessary or appropriate to effect the Increased 2021 Loan or any subsequent refinancing of the Mortgage provided, however, the Company shall be required to pay the mortgage recording tax on the full principal amount of the Mortgage.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the Loan Documents and the Mortgage, and such other related documents as may be necessary or appropriate to effect the Loan, or any subsequent refinancing of the 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 Facility without need for any further or future approvals of the Agency.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement; 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 Mortgage and 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 5. Subject to the provisions of this resolution and the Lease Agreement, 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. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility shall be paid by the Company. The Company has agreed to pay such expenses and have 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 Facility.

Section 7. This resolution shall take effect immediately.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR NOVEMBER 16, 2021**

AGENDA ITEM #10

**TYPE OF RESOLUTION: RESOLUTION REQUESTING
TENANT APPROVAL**

**COMPANY: BCORE DEFENDER NYW02,
LLC./WESCO, LLC. 2021 FACILITY**

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

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

INVESTMENT: \$N/A



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cuddyfeder.com

Richard J. Sandor
rsandor@cuddyfeder.com

October 27, 2021

VIA FEDERAL EXPRESS (and email to: twalsh@nixonpeabody.com)

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: John Walser

Town of Islip Industrial Development Agency
40 Nassau Avenue
Islip, New York 11751
Attention: James H. Bowers, Executive Director

Islip Town Attorney's Office
40 Nassau Avenue
Islip, New York 11751
Attention: Taryn Jewell, Esq.

Re: *500 Prime Place, Hauppauge, New York 11788 (the "**500 Prime Property**")*, and *555 Prime Place, Hauppauge, New York 11788 (the "**555 Prime Property**")*, and together, the "**Properties**")

Dear Mr. Walser:

As special counsel to Blackstone Real Estate Income Trust, Inc. and certain of its affiliates "**Blackstone**"), we are writing this letter to advise The Town of Islip Industrial Development Agency (the "**Agency**") of a pending financing concerning the Properties in which the Agency holds leasehold interests and to request the Agency's consent to such financing, as further described herein.



October 27, 2021

Page 2

Letter to Town of Islip IDA

The Agency currently holds a leasehold interest in the 500 Prime Property pursuant to that certain Amended and Restated Company Lease Agreement dated as of April 1, 2013, as assigned, by and between BCORE Defender NY1W02 LLC (successor-in-interest to Prime Eleven LLC and subsequently CIVF V NY1W02, LLC; hereinafter referred to as the, "**500 Prime Owner**") and the Agency. The Agency currently holds a sublease interest in the 555 Prime Property pursuant to that certain Company Lease Agreement dated as of January 1, 2021 by and between BCORE Defender NY1W03 LLC, as the successor-in-interest to CIVF V NY1W03, LLC (the "**555 Prime Owner**"), and together with the 500 Prime Owner, the "**Prime Owners**") and the Agency.

The Agency previously consented to the sale of the Prime Owners to certain affiliates of Blackstone pursuant to the following resolutions: (a) Resolution of the Agency, dated September 14, 2021 approving the transfer of the controlling interest of CIVF V-NY1W02, LLC to BCORE Defender NY1W02 LLC concerning the WESCO, LLC 2021 Facility (as described therein); and (b) Resolution of the Agency, dated September 14, 2021 approving the transfer of the controlling interest of CIVF V-NY1W03, LLC to BCORE Defender NY1W03 LLC concerning the PODS Enterprises, LLC 2021 Facility (as described therein) (collectively the "Sale"). Upon the closing of the Sale, Blackstone will indirectly own BREIT Industrial Defender LP (the "**Operating Partnership**"), which will indirectly hold all of the interests in the 500 Prime Owner and the 555 Prime Owner and indirectly own a portfolio of 102 industrial properties in the United States (the "**Portfolio**") that includes the Properties.

The transaction at hand involves Blackstone mortgaging the Properties as part of a larger loan facility (the "**Loan Facility**") which will be secured by the Portfolio. Due to the fact that the Loan Facility involves more than one hundred properties, there is a need for multiple lenders, including Citi Real Estate Funding Inc., JPMorgan Chase Bank, National Association and Morgan Stanley Bank, N.A., and as such these multiple entities are not issuing a formal commitment letter. Rather, the Loan Facility will encumber each property in the Portfolio with a mortgage in the range of a sixty-five percent (65%) to eighty percent (80%) loan-to-value ratio (the "LTV"). Accordingly, and based on the LTV, the amount of each mortgage on the Properties is anticipated to be in the following range:

- 555 Prime Property (based on \$16,330,000 allocated purchase price): Mortgage in the range of \$10,614,500 - \$13,064,000
- 500 Prime Property (based on \$38,440,000 allocated purchase price): Mortgage in the range of \$24,986,000 - \$30,752,000



October 27, 2021

Page 3

Letter to Town of Islip IDA

Pursuant to the foregoing, Blackstone, as the principal of the Prime Owners, hereby requests the Agency (a) consent to the mortgaging of the Properties by the Prime Owners; (b) amend the existing resolution to consent to the foregoing mortgages, which mortgages shall not exceed (i) \$13,064.00 on the 555 Prime Property and (ii) \$30,752.00 on the 500 Prime Property; and (c) execute any documentation reasonably necessary to effect such approval. We request that this matter be considered by the Agency's Board at the earliest possible opportunity, but no later than the next scheduled meeting of the Board on November 16, 2021. At that meeting we will be prepared to answer questions Agency members may have with respect to the information contained herein.

Please do not hesitate to request any additional information that would assist you, your staff and/or the Agency members in their consideration of this request on behalf of the Blackstone. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard J. Sandor", with a long horizontal flourish extending to the right.

Richard J. Sandor

cc: Davis Coen, Esq. (via email)
Blackstone (via email)
Terance Walsh, Esq. (via email)

Date: November 16, 2021

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 16th day of November, 2021, 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 a consent for increased financing and the execution of related documents in connection with a certain industrial development facility more particularly described below (CIVF V-NY1W02, LLC/Wesco, LLC 2021 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 A MORTGAGE FINANCING AND THE EXECUTION AND DELIVERY OF LOAN DOCUMENTS IN CONNECTION THEREWITH FOR THE CIVF V-NY1W02, LLC/WESCO, LLC 2021 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 the Prime Eleven, LLC, a New York limited liability company (the "**Original Company**" and "**Assignor**") and Jaarf Realty Corp., a New York business corporation ("**Jaarf**"), consisting of the acquisition, environmental remediation, infrastructure development and eventual leasing of an approximately 10.8709 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 (Tax Map Nos. District 0500, Section 38, Block 2, part of Lot 20.7 and District 0500, Section 53, Block 1, Lots 20 and 22) (the "**Original Land**"), to be used by the Original Company and Jaarf for future industrial and economic development purposes (the "**Original 2006 Facility**"); and

WHEREAS, the Original Company and Jaarf previously leased the Original 2006 Facility to the Agency pursuant to and in accordance with a certain Company Lease Agreement, dated as of January 1, 2006 (the "**Original 2006 Company Lease**"), among the Original Company, Jaarf and the Agency, a memorandum of which such Original 2006 Company Lease was recorded in the Suffolk County Clerk's office on February 28, 2006, in Liber 12438 of Deeds, page 123; and

WHEREAS, the Agency previously subleased the Original 2006 Facility to the Original Company and Jaarf pursuant to and in accordance with a certain Lease Agreement, dated as of January 1, 2006 (the "**Original 2006 Lease Agreement**"), among the Agency, the Original Company and Jaarf, a memorandum of which such Original 2006 Lease Agreement was recorded in the Suffolk County Clerk's office on February 28, 2006, in Liber 12438 of Deeds, Cp 126; and

WHEREAS, the Agency, the Original Company and Jaarf previously agreed to release a parcel of land from the Original 2006 Facility pursuant to a certain Amendment and Modification Agreement, dated June 13, 2006 (the "**Amendment to 2006 Facility**"), among the Agency, the Original Company and Jaarf, which Amendment to 2006 Facility amended the Original 2006 Company Lease and the Original 2006 Lease Agreement to release the Triangle Piece (as defined in the Amendment), and which Amendment was recorded in the Suffolk County Clerk's office on June 14, 2006, in Liber 12455 of Deeds, Cp 252; and

WHEREAS, the Original Company and Jaarf previously requested that the Agency consent to a development plan for the Original 2006 Facility, as amended, and the Agency agreed to enter into certain real estate transactions in order to subdivide the Original Facility, as amended, for the future construction and equipping of three (3) industrial buildings to be located thereon which subdivision created three (3) new parcels of land described in part as follows: (i) Lot A was to consist of approximately 6.63 acres of land ("**Lot A**"), (ii) Lot B was to consist of approximately 1.48 acres of land ("**Lot B**"), and (iii) Lot C was to consist of approximately 2.69 acres of land ("**Lot C**"; and collectively with Lot A and Lot B, the "**Subdivided Land**"); and

WHEREAS, further the Original Company and Jaarf requested that the Agency consent to a reorganization of the ownership structure of the Original Company to provide for separate and newly created entities to assume ownership of the Original 2006 Facility, as amended, as follows: (i) Lot A was to be owned by the Original Company and Jesop Associates, L.P., a New York limited partnership ("**Jesop**"), (ii) Lot B was to be owned by Prime Eleven West, LLC, a New York limited liability company, and (iii) Lot C was to be owned by Prime Eleven East, LLC, a New York limited liability company (collectively, the "**Subdivision Reorganization**"; and, together with the Subdivided Land, the "**Subdivision Transactions**"); and

WHEREAS, in connection with the Subdivision Transactions, the Agency, the Original Company, Jaarf and Jesop entered into an Assignment, Assumption, Amendment and Modification Agreement, dated as of May 1, 2007 (the "**Assignment, Assumption, Amendment and Modification Agreement**"), among the Agency, the Original Company, Jaarf and Jesop, which Assignment, Assumption, Amendment and Modification Agreement released Lot B and Lot C from the Original 2006 Facility, and assigned Jaarf's interest in the Original 2006 Company Lease and the Original 2006 Lease Agreement, and which Assignment, Assumption, Amendment and Modification Agreement was recorded in the Suffolk County Clerk's office on June 7, 2007 in Liber of Deeds D12508 at page 476; and

WHEREAS, in connection with the Subdivision Transactions, the Agency, the Original Company and Jesop entered into an Amended Company Lease, dated May 18, 2007 (the "**Second Amended 2006 Company Lease**"), among the Agency, the Original Company and Jesop and a memorandum of Amended 2006 Company Lease was recorded in the Suffolk County Clerk's office on June 7, 2007 in Liber of Deeds D12508 at page 477; and

WHEREAS, the Original Company previously requested that the Agency consent to a further reorganization of the ownership structure of the Original Company to allow Jesop to contribute its tenant-in-common interest in the Facility to the Original Company in exchange for a corresponding membership interest in the Original Company (the "**Fee Interest Conversion**"); and

WHEREAS, the Agency consented to the Original Company's acquisition of Jesop's tenant-in-common interest in the Original 2006 Facility, as amended, and agreed that the Amended 2006 Company Lease and the Original 2006 Lease Agreement, as amended, would be amended to both be by and between the Original Company and the Agency; and

WHEREAS, in connection with the Fee Interest Conversion, the Agency and the Original Company entered into an Amendment of Company Lease Agreement, dated May 9, 2011 (the "**Third Amended 2006 Company Lease**"; and, together with the Original 2006 Company Lease and the Amended 2006 Company Lease, the "**2006 Company Lease**"), between the Original Company and the Agency, and consented to by Jesop, and a memorandum of Amended Company Lease was recorded in the Suffolk County Clerk's office on June 8, 2011 in Liber of Deeds D12662 at page 111; and

WHEREAS, in connection with the Fee Interest Conversion, the Agency and the Original Company entered into an Amendment of Lease Agreement, dated May 9, 2011 (the "**Second Amended 2006 Lease Agreement**"; and, together with the Original 2006 Lease Agreement and the Assignment, Assumption, Amendment and Modification Agreement, the "**2006 Lease Agreement**"), between the Original Company and the Agency, and consented to by Jesop, and a memorandum of Second Amended 2006 Lease Agreement was recorded in the Suffolk County Clerk's office on June 8, 2011 in Liber of Deeds D12662 at page 110; and

WHEREAS, the Agency subsequently entered into a straight lease transaction with the Original Company and Wesco Distribution, Inc., a Delaware business corporation (the "**Sublessee**"), consisting of consisting of (i) an approximately 6.62 acre portion of the Original Land (the "**2013 Company Land**"), and the construction and equipping thereon of an approximately 85,000 square foot building, with improvements, structures, and related facilities attached to the 2013 Company Land (collectively, the "**Improvements**"), and the acquisition and installation of certain equipment not part of the Equipment (as defined in Exhibit A to the Equipment Lease Agreement) (the "**Facility Equipment**"; and, together with the 2013 Company Land and the 2013 Improvements, the "**2013 Company Facility**"), which 2013 Company Facility was leased by the Original Company to the Agency, and subleased by the Agency to the Original Company, and further sub-subleased by the Original Company to, and used by, the Sublessee, and (ii) the acquisition and installation of the Equipment, which Equipment was 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 "**2013 Facility**"); and

WHEREAS, the 2006 Company Lease was amended and restated to provide for the leasing of the 2013 Company Facility to the Agency pursuant to and in accordance with a certain Amended and Restated Company Lease Agreement, dated as of April 1, 2013 (the "**Amended and Restated Company Lease**"; and together with the 2006 Company Lease, the "**Original Company Lease**"), between the Original Company and the Agency, a memorandum of which was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 12729 of Deeds, Cp 564; and

WHEREAS, the 2006 Lease Agreement was amended and restated to provide for the subleasing of the 2013 Company Facility by the Agency to the Original Company pursuant to and in accordance with a certain Amended and Restated Lease Agreement, dated as of April 1, 2013 (the "**Amended and Restated Lease Agreement**"; and together with the 2006 Lease Agreement, the "**Original Lease Agreement**"), between the Agency and the Original

Company, a memorandum of which such Lease Agreement was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 12729 of Deeds, Cp 562; and

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

WHEREAS, in connection with the leasing and the subleasing of the 2013 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, as amended and restated as of April 1, 2013 (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 2013 Company Facility; and

WHEREAS, in connection with the leasing and the subleasing of the 2013 Company Facility, the Agency, the Original Company and the Sublessee entered into a Recapture Agreement, dated as of April 1, 2013 (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 Company Lease, the Original Lease Agreement, and the other Agency agreements (as defined therein), and such Original Recapture Agreement was recorded in the Suffolk County Clerk's office on May 14, 2013, in Liber 22338 of Mortgages, Mp 792; and

WHEREAS, the Agency previously consented to a request from the Original Company to a development plan for the 2013 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 2013 Company Facility as follows: (i) a portion of the 2013 Company Land known as Lot A-1 continued to be owned by the Original Company and (ii) a portion of the 2013 Company Land known as Lot A-2 was conveyed to Prime Eleven Tower LLC, a New York limited liability company (collectively, the "**Subdivision Reorganization**"); and

WHEREAS, in connection with such Subdivision Reorganization, the Agency agreed to amend and modify the Original Company Lease, the Original Lease Agreement, the Original PILOT Agreement, the Original Environmental Compliance and Indemnification Agreement and the Original Recapture Agreement, in order to release from the 2013 Facility

the Lot A-2 (described above) portion of the parcel of 2013 Company Land described in Exhibit A attached to the Original Lease Agreement (the “**2013 Released Parcel**”); and

WHEREAS, in furtherance of the release of the 2013 Released Parcel, the Agency, the Original Company and the Sublessee entered into an Amendment and Modification Agreement, dated as of October 1, 2013 (the “**Amendment and Modification Agreement**”), among the Agency, the Original Company and the Sublessee, wherein the parties agreed to amend the definition of Facility in the Original Company Lease, the Original Lease Agreement, the Original PILOT Agreement, the Original Environmental Compliance and Indemnification Agreement and the Original Recapture Agreement, to release the 2013 Released Parcel described therein, and to continue to lease to the Original Company the land known as Lot A-1 (as described in the Amendment and Modification Agreement) (the “**Company Land**”) plus the Improvements and Equipment (collectively, the “**Facility**”), (each document, as amended by the Amendment and Modification Agreement shall be referred to herein as: the “**Amended Company Lease**”, the “**Amended Lease Agreement**”, the “**Amended PILOT Agreement**” the “**Amended Environmental Compliance and Indemnification Agreement**” and the “**Amended Recapture Agreement**”); and

WHEREAS, to evidence such Amendment and Modification Agreement, the Agency and the Original Company entered into (i) an Amendment of Company Lease Agreement, dated October 4, 2013 (the “**Amendment of Original Company Lease**”), between the Company and the Agency, and a Memorandum of Amendment of Original Company Lease was recorded in the Suffolk County Clerk’s office on October 22, 2013 in Liber 12749 of Deeds at Cp 421; and (ii) an Amendment of Lease Agreement, dated October 4, 2013 (the “**Amendment of Original Lease Agreement**”), between the Agency and the Company, and a Memorandum of Amendment of Original Lease Agreement was recorded in the Suffolk County Clerk’s office on October 22, 2013 in Liber 12749 of Deeds at Cp 422; and

WHEREAS, CIVF V – NY1W02, LLC, a Delaware limited liability company (the “**Assignee**” and “**Company**”), previously requested the Agency’s consent to the assignment by the Assignor of all of its rights, title, interest and obligations under the Amended Company Lease, the Amended Lease Agreement, the Amended PILOT Agreement, the Amended Environmental Compliance and Indemnification Agreement, the Amended Recapture Agreement, and certain other agreements in connection with the Facility to, and the assumption by, the Assignee of all of such rights, title, interest and obligations of the Assignor, and the release of the Assignor from any further liability with respect to the Facility subject to certain requirements of the Agency; and

WHEREAS, the Amended Company Lease was assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Amended Company Lease, dated February 27, 2020 (the “**Assignment and Assumption of Amended Company Lease**”); and, together with the Amended Company Lease and this Assignment Agreement, the “**Company Lease**”), by and between the Assignor and the Assignee, and consented to by the Agency; and

WHEREAS, the Amended Lease Agreement was assigned by the Assignor to the Assignee and assumed by the Assignee pursuant to a certain Assignment and Assumption of Amended Lease Agreement, dated February 27, 2020 (the “**Assignment and Assumption of Amended Lease Agreement**”); and, together with the Amended Lease and this Assignment Agreement, the “**Lease Agreement**”), by and between the Assignor and the Assignee, and consented to by the Agency; and

WHEREAS, the Amended PILOT Agreement was assigned and amended pursuant to the Assignment Agreement (the “**Amended PILOT Agreement**”); and, together with this Assignment Agreement, the “**PILOT Agreement**”), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Amended Recapture Agreement was assigned and amended pursuant to this Assignment Agreement (the “**Amended Recapture Agreement**”); and, together with the Assignment Agreement, the “**Recapture Agreement**”), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Amended Environmental Compliance and Indemnification Agreement was assigned and amended pursuant to the Assignment Agreement (the “**Amended Environmental Compliance and Indemnification Agreement**”); and, together with this Assignment Agreement, the “**Environmental Compliance and Indemnification Agreement**”), by and among the Agency, the Company and the Sublessee; and

WHEREAS, the Agency, by resolution dated May 18, 2021 (the “**Financing Resolution**”), previously consented to a request by the Company to enter into a mortgage with U.S. Bank National Association, or such other lender or lenders (the “**Lender**”) to provide security for a portfolio loan consisting of a collective of properties owned by the Company (the “**Portfolio Loan**”), with respect to the Facility the apportioned approximate principal amount is estimated to be \$10,045,115, but not to exceed \$12,000,000 (the “**2021 Loan**”); and

WHEREAS, the Agency, by resolution dated September 14, 2021 (the “**Ownership Restructuring Resolution**”), previously consented to a request by the Company to consent to the sale and restructuring of the ownership interests in the Company (the “**Sale**”) and the name change of the Company to BCORE Defender NY1W02 LLC (the “**Name Change**”); and

WHEREAS, upon the closing of the Sale, Blackstone Real Estate Income Trust, Inc. (“**Blackstone**”), will indirectly own BREIT Industrial Defender LP (the “**Operating Partnership**”), which will indirectly hold all of the interests in the Company; and

WHEREAS, the Company has now requested the Agency consent to an increase in the 2021 Loan with respect to the Facility from the estimated amount not to exceed \$12,000,000 to an approximate principal amount estimated to be \$30,752,000 but not to exceed \$33,000,000 (the “**Increased 2021 Loan**”); 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 Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transactions contemplated by the Increased 2021 Loan and the 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.
- (b) The Facility continues to constitute a "project" as such term is defined in the Act.
- (c) The financing of the Facility and the Increased 2021 Loan 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 financing of the Facility and the Increased 2021 Loan as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company and the Sublessee in their respective industries.
- (e) Based upon representations of the Company and Sublessee and counsel to the Company and Sublessee, the Facility continues 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 Facility is located.
- (f) It is desirable and in the public interest for the Agency to assist in the financing of the Facility and the Increased 2021 Loan.
- (g) The Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the and the Increased 2021 Loan and assign to the Lender their respective rights under the Lease Agreement (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 Facility pursuant to certain mortgages and security agreements for the benefit of the Lender (the "Mortgage"),

(ii) execute, deliver and perform the Mortgage, and (iii) execute, deliver and perform the Loan Documents to which the Agency is a party, as may be necessary or appropriate to effect the Increased 2021 Loan or any subsequent refinancing of the Mortgage provided, however, the Company shall be required to pay the mortgage recording tax on the full principal amount of the Mortgage.

Section 3. Subject to the provisions of this resolution and the Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the Loan Documents and the Mortgage, and such other related documents as may be necessary or appropriate to effect the Loan, or any subsequent refinancing of the 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 Facility without need for any further or future approvals of the Agency.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement; 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 Mortgage and 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 5. Subject to the provisions of this resolution and the Lease Agreement, 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. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility shall be paid by the Company. The Company has agreed to pay such expenses and have 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 Facility.

Section 7. This resolution shall take effect immediately.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR NOVEMBER 16, 2021**

AGENDA ITEM #11

TYPE OF RESOLUTION: RESOLUTION AMEND THE UNIFORM
TAX EXEMPTION POLICY

COMPANY: N/A

PROJECT LOCATION: N/A

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

INVESTMENT: \$ N/A

Date: November 16, 2021

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held at 40 Nassau Avenue, Islip, New York 11751 on the 16th day of November, 2021 the following members of the Agency were:

Present

Excused Absence:

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 amendment and re-adoption the Town of Islip Industrial Development Agency’s Uniform Tax Exemption Policy.

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 THE
AMENDMENT AND RE-ADOPTION OF THE UNIFORM
TAX EXEMPTION POLICY OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

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 Agency desires to amend and re-adopt its Uniform Tax Exemption Policy (the “Amended and Re-Adopted UTEP”) in order 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 (the “Amended and Re-Adopted UTEP”); and

WHEREAS, a public hearing was held on _____, 2021 (the “Hearing”) so that all Affected Taxing Jurisdictions and other persons with views in favor of or opposed to the Amended and Re-Adopted UTEP could be heard; and

WHEREAS, notice of the Hearing was given on _____, 2021, of the Amended and Re-Adopted UTEP described herein, and such notice (together with proof of publication) is substantially in the form annexed hereto as Exhibit A; and

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

WHEREAS, to carry out the Agency’s purposes under the Act, the Agency has the power under the Act to amend its Existing Policy pursuant to the Amended and Re-Adopted UTEP.

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 Amended and Re-Adopted UTEP 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

(c) It is desirable and in the public interest for the Agency to adopt the Amended and Re-Adopted UTEP.

Section 2. In consequence of the foregoing, the Agency hereby determines to adopt the Amended and Re-Adopted UTEP, a copy of which is attached hereto as Exhibit C 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 with respect to the Amended and Re-Adopted UTEP are hereby approved, ratified and confirmed.

Section 4. This resolution shall take effect immediately.

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 874 of the New York State General Municipal Law will be held by the Town of Islip Industrial Development Agency (the “Agency”) on the ____ day of _____, 2021 at _____ a.m., local time, at 40 Nassau Avenue, Islip, New York 11751, in connection with the amendment and re-adoption of the Agency’s Uniform Tax Exemption Policy (the “**Amended and Re-Adopted UTEP**”), a copy of which Amended and Re-Adopted UTEP is available at the Agency’s office, 40 Nassau Avenue, Islip, New York 11751 and on the Agency’s web site <https://www.islipida.com/> under Industrial Development Agency / IDA Documents / Additional Documents / Laws and Agreements.

Dated: November __, 2021

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: John G. Walser
Title: Executive Director

Exhibit B

MINUTES OF PUBLIC HEARING
NOVEMBER __, 2021

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

Section 1. John G. Walser, Executive Director of the Town of Islip Industrial Development Agency (the “Agency”) called the hearing to order.

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

Section 3. The hearing officer then described the following:

the Agency desires to amend and re-adopt its Uniform Tax Exemption Policy (the “**Amended and Re-Adopted UTEP**”) in order 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 (the “**Amended and Re-Adopted UTEP**”).

Section 4. The hearing officer then opened the hearing for comments from the floor for or against the proposed adoption of the Amended and Re-Adopted UTEP proposed by the Agency. 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 _____.

Hearing Officer

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

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

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 November __, 2021, at __
a.m., local time, at Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip,
New York 11751, 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 November __, 2021.

Assistant Secretary

Exhibit C

Amended and Re-Adopted Uniform Tax Exempt Policy



TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY

UNIFORM TAX EXEMPTION POLICY

The Town of Islip Industrial Development Agency ("TOIIDA") provides financial assistance (tax-exempt or taxable bonds and/or straight lease transactions) for projects which promote the economic growth and health of Islip Town and the Long Island region. TOIIDA provides financial assistance to all projects and facilities as defined in Title I of Article 18A of the General Municipal Law. These projects and facilities as defined in Title 1 of Article 18A of the General Municipal Law (the "Act"). These projects and facilities include, but are not limited to: industrial, manufacturing, research and development, warehousing, commercial, office, recreation and other economic development projects. Also included are: affordable housing, senior housing, downtown housing, assisted living facilities, brownfield redevelopment projects and projects that eliminate commercial blight. Certain retail projects are included (those that are in conformance with Sec. 862 of the NYS GML, those that are part of a mixed use downtown redevelopment plan and those that involve the elimination of community blight).

All projects receiving financial assistance through TOIIDA are eligible for various tax exemptions and abatements. In reviewing applications for financial assistance, TOIIDA shall take into consideration, review and comply with all requirements and provisions of the Act.

I. REAL PROPERTY TAXES

- A. **Real Property Tax Abatement:** TOIIDA provides real property tax abatements in the form of reduction of existing taxes and/or freezing existing taxes and/or abating the increased assessment (value added) as a result of the project. Real property tax abatements may be structured in the form of fixed annual payments with or without scheduled increases over a period of time or in the form of abatements of the increased assessment that results from the project over a period of time or in the form of reduction of the existing taxes with a phase in back to the original tax level over a period of time. To evidence such abatements, TOIIDA will enter into a lease and project agreement or other agreement evidencing the real property tax abatement relating to such project with the project occupant, which such agreement shall require payment of PILOT payments in accordance with the provisions set forth below.

Each project is reviewed and evaluated on a case by case basis. TOIIDA's review utilizes criteria that measure the projects level of significance and/or strategic value and/or impact upon the Town of Islip at both the micro and macro level as well as upon Long Island as a Region and/or the State economy.

As a general rule, the term of the real property tax abatement is ten years. The basic real property tax abatement provided by the TOIIDA is based upon the equivalent of Section 485-b of the New York State Real Property Tax Law. This section provides for a 50% real property tax abatement on the increased assessed value in the first year; 45% real property tax

abatement in the second year; 40% abatement in the third year and thereafter declining 5% per year over a ten year period. A 485-b real property tax abatement is the minimum that TOIIDA provides. An enhanced real property tax abatement is considered and/or provided under the following circumstances:

1. **Existing Vacant Facilities & Brownfields:** In order to encourage "reuse" and upgrading of existing building stock and environmentally damaged properties commonly referred to as brownfields, TOIIDA may provide an enhanced real property tax benefit and abatement for projects involving vacant existing facilities and brownfields. The benefits may include freezing or reducing the assessment base of the pre-improved facility and granting of abatements that are equivalent of double the benefits provided by Section 485-b of the Real Property Tax Law. These abatements will consist of a 100% abatement on the increased assessed value in the first year; a 90% abatement in the second year; and 80% abatement in the third year and thereafter declining 10% per year over a ten year period.
2. **Significant/Strategic Projects:** TOIIDA may provide enhanced real property tax abatements (double 485-b) to projects that are considered significantly and strategically important to the economic well-being of Islip Town and the Long Island region. Provision of an enhanced real property tax abatement would be considered for high-tech and biomedical manufacturing; research and development; computer and data processing facilities; financial (back office) operations; professional services industry; corporate, national or regional headquarters; and projects deemed significant to the revitalization of distressed communities. Each project eligible for enhanced property tax abatement is evaluated pursuant to the guidelines/criteria contained in Attachment 1.
3. **Projects within the boundaries of the former Empire Zone:** TOIIDA provides enhanced real property tax abatement to projects located within the boundaries of the former New York State designated Empire Zone. The enhanced property tax abatement consists of a 100% abatement on the increased assessed value for the first 5 years; 90% in year 6; 80% in year 7 and thereafter declining 10% per year through year 14.
4. **Housing projects:** TOIIDA provides property tax abatements for standard rental housing projects (senior housing, assisted living facilities, downtown corridor rental housing) that provide a public benefit in accordance with the Town of Islip Comprehensive Plan and related Planning Department studies. Including but not limited to the Central Islip Revitalization Master Plan and the Suffolk County Industrial and Commercial Incentive Board Plan, Zones 2 & 3. These abatements will consist of a 100% abatement on the increased assessed value in the first year; a 90% abatement in the second year; and 80% abatement in the third year and thereafter declining 10% per year over a ten year period. The ten year abatement period will commence upon the receipt of a certificate of occupancy for any portion of the qualified housing project and during the initial construction of property will be assessed and billed at the base value.
5. **Subsidized Housing:** For qualified housing projects (100% affordable housing projects). That provide a public benefit in accordance with the Town of Islip Comprehensive Plan and related Planning Department studies, TOIIDA may set flat

PILOT payments on a per unit, per year basis. The length and term of these agreements will be determined on a case-by-case basis, based upon such factors as affordability, market conditions & the extent of public subsidies and participation in the project.

6. **Blighted Commercial Properties:** TOIIDA may provide enhanced property tax abatements (double 485-b) for projects that eliminate community blight as defined in Chapter 6A, Article II of the Islip Town Code.
 7. **Mixed Use properties in Downtown Commercial Corridors:** TOIIDA may provide enhanced real property tax abatements (double 485-b) for projects in which a combination of residential and commercial construction work is performed to create a building used for mixed residential and commercial purposes. Such projects must be located within proscribed downtown corridors as contained in zones 2 & 3 of the Suffolk County Industrial and Commercial Incentive Board Plan adopted in 1999, as amended and/or those projects governed by Chapter 68 of the Town Code known as Downtown Development Districts and Business Districts.
 8. **Town and/or other Municipally Owned Property:** Property owned by the Town of Islip and/or another municipal entity that is sold and/or leased to a private developer and/or private company may qualify for a 100% abatement and/or an enhanced abatement for periods up to 15 years. However, no village taxes will be abated in any PILOT Agreement entered into under this provision.
 9. **Large Employment Generators:** Projects that create or retain 500 jobs or more may qualify for tax abatements for periods of up to 20 years. For new construction, this would be in the form of a 100% abatement the first year and declining 5% per year for 20 years. For existing buildings, the benefits may include reducing existing real property taxes and/or freezing the real property tax base and/or granting real property tax abatements on the increased value that result from the project for periods up to 20 years.
 10. **Manufacturing Project:** TOIIDA may provide enhanced real property tax abatement to manufacturing projects. The enhanced property tax abatement consists of a 12 year term.
- B. **Projects in Foreign Trade Zone:** For projects located within Islip's Foreign Trade Zone, all payments are made pursuant to land lease with the Town of Islip's Foreign Trade Zone Authority.
- C. **Deviations from Policy:** TOIIDA reserves the right to deviate from its uniform real property tax abatement policy under special/extraordinary circumstances. Deviations can take the form of providing less or more in the way of real property tax abatements. These deviations would be done by reducing or increasing the percentage of the annual abatement, or by reducing or increasing the term of the PILOT Agreement, or by doing a combination of both. Provision of less in the way of real property tax abatements is applicable to projects that are subsequent phases of a previously TOIIDA financed, multi-phased project and/or TOIIDA determines that the benefit provided by these projects merits a reduced level of incentive

(cost). Provision of more in the way of real property tax abatements is applicable to projects that are considered extremely significant and vital to the economic health and well-being of Islip Town and the Long Island Region. Any applicant may apply in writing to TOIIDA for increased real property tax abatement benefits setting forth reasons for a proposed deviation from the uniform policy. Such requests should set forth specific data and information which would cause TOIIDA to deviate from its uniform policy focusing, in whole or part, on the guidelines and criteria set forth in Attachment 1 hereto. Each time TOIIDA propose to deviate from its uniform real property tax abatement policy, it will provide written notification with any explanation for the deviation to the chief executive officer of each affected taxing jurisdiction.

II. SALES TAX EXEMPTIONS

- A. **Eligible Expenses:** TOIIDA provides sales and use tax exemptions on all eligible materials and/or equipment used or incorporated into the project during the initial construction/renovation and equipping of the project. TOIIDA does not provide sales tax exemption for ongoing expenses after the project is completed. Unless otherwise determined by resolution of TOIIDA, the sales and use tax exemption may be up to one hundred percent (100%) of the sales and/or use taxes that would have been levied if the project were not exempt by reason of TOIIDA's involvement in the project.
- B. **To provide such exemption:** TOIIDA shall execute a lease and project agreement or other agreement evidencing the sales and use tax exemption relating to such project with the project occupant. The period of time for which such exemption shall be effective shall commence no earlier than the date of execution of such agreement. Such agreement shall contain an expiration date for the continued availability of sales tax exemptions, which such expiration date shall be based upon the anticipated project completion date. Should the project not be completed by the expiration date, the project occupant must request an extension of the expiration date from TOIIDA prior to the stated expiration date. The sales and use tax exemption will also have a stated maximum amount of the exemption. If an applicant anticipated that it is going to exceed the stated amount of the sales and use tax exemption, they must request TOIIDA to increase the exemption amount before the applicant has exceeded the exemption in accordance with Section II D below.
- C. **Reporting Requirements:** Project occupants (agents) are required to annually file a statement of the value of all sales tax exemptions claimed for the year to the New York State Department of Taxation and Finance. TOIIDA requires that each project occupant (agent) provides TOIIDA with a copy of that annual filing.
- D. **Deviations from Policy:** TOIIDA reserves the right to deviate from its uniform sales tax exemption policy under special/extraordinary circumstances. Deviations can take the form of providing less in the way of sales tax exemptions. These deviations would be done by reducing the full sales tax exemption to a partial sales tax exemption for the initial project completion period. Provision of less in the way of sales tax exemption is applicable to projects that are subsequent phases of a previously TOIIDA financed multi-phase project and/or TOIIDA determines that the benefit provided by these projects merits a reduced level of incentive (cost). If an exemption of less than one hundred percent (100%) is determined by TOIIDA to be applicable to a project, then the project operator shall be required to pay a Payment-in-lieu-of-tax to TOIIDA equal to the applicable percentage of sales and/or use tax liability not being abated. TOIIDA shall remit such payment within thirty (30) days of receipt thereof by TOIIDA, to the affected tax jurisdictions in accordance with Section 874(3) of the

Act. Each time TOIIDA deviates from its uniform sales tax exemption policy, it will provide written notification, with an explanation for the deviation to the chief executive officer of each affected taxing jurisdiction.

- E. LATER TERMINATION/INCREASE IN AMOUNT:** The Executive Director is authorized on behalf of TOIIDA to approve (i) requests regarding the extension of the completion date of its project and (ii) requests regarding an increase of sales and use tax exemptions in an amount not to exceed \$100,000.00 in connection with the purchase or lease of equipment, building materials, services or other personal property, without the need of approval of the board of directors of TOIIDA. Any requests for an increase of sales and use tax exemptions in an amount greater than \$100,000.00 will require public notice in accordance with the Act and approval of the TOIIDA board.
- F. The TOIIDA will provide sales and use tax exemptions for eligible materials to any projects eligible to receive financial assistance from TOIIDA under the Act upon determination, based on information provided by the applicant on a case by case basis, by TOIIDA that such project has been delayed by the spike in commodity prices caused by the Covid-19 pandemic and the applicant would be able to complete such project if TOIIDA authorizes such exemptions from sales and use taxes. This is an emergency provision and will sunset 12/01/2023 unless otherwise extended by TOIIDA's board of directors.*

III. MORTGAGE RECORDING TAX

All TOIIDA assisted projects are eligible for a partial exemption from the mortgage recording tax imposed pursuant to Article 11 of the New York State Tax Law, except with respect that portion of the mortgage recording tax allocated to transportation districts referenced in Section 253(2)(a) of the Tax Law.

- A. Project Related Financing:** Financing secured by a mortgage which is directly related to the project is exempt from the mortgage recording tax
- B. Non-Project Related Financing:** Financing secured by a mortgage which is not directly related to, or a part of, the project, are not eligible for exemption from mortgage recording tax.
- C. Deviations from Policy:** TOIIDA reserves the right to deviate from its uniform mortgage recording tax exemption policy under special/extraordinary circumstances. Deviations can take the form of providing less in the way of mortgage recording tax exemptions. These deviations would be done by reducing the mortgage recording tax exemption from a full exemption to a partial exemption. Provision of less in the way of exemption from mortgage recording tax is applicable to projects that are subsequent phases of a previously TOIIDA financed multi-phase project and/or TOIIDA determines that the benefit provided by these project merits a reduced level of incentive (cost). Each time TOIIDA proposes to deviate from its uniform mortgage recording tax exemption policy, it will provide written notification with an explanation for the deviation to the Chief executive officer of each affected taxing jurisdiction.

IV. RECAPTURE OF BENEFITS:

ALL TOIIDA projects which receive financial assistance in accordance with the terms and provisions of this Uniform Tax Exemption Policy shall be subject to termination and recapture of any benefits received in accordance with TOIIDA's Recapture and Termination Policy, as such may be amended from time to time, and as required under the Act.

ATTACHMENT 1

ENHANCED REAL PROPERTY TAX ABATEMENT GUIDELINES/CRITERIA

TOIDA considers the following significant indicators when determining whether to provide enhanced real property tax abatements. (These determinants are not all inclusive and are not in priority order):

1. ***Economy:*** Local and regional economic conditions at the time of application.
2. ***Jobs:*** The extent to which the project will directly create or retain permanent private sector jobs as well as "temporary" jobs during the construction period. In addition, the level of secondary "multiplier" jobs that will be created or retained as a result of the project.
3. ***Project Cost/Payroll:*** Level of direct annual payroll that results from the project as well as secondary "multiplier" payroll and payroll during the initial construction period.
4. ***Project Purpose:*** Type of industrial or commercial activity proposed for the facility.
5. ***Site Alternatives:*** Likelihood that the project will locate elsewhere resulting in subsequent real economic losses for retention projects and possible failure to realize future economic benefits for attraction projects.
6. ***Project Location:*** Nature of the property before the project (vacant land, vacant buildings, distressed community, Former Empire Zone, blighted property, downtown corridor).
7. ***Project Benefits:*** Amount of private sector investment as a result of the project and the level of additional revenue for local taxing jurisdictions.
8. ***Project Costs:*** Impact of the project and the proposed abatements/exemption on local taxing jurisdictions and extent to which will require additional services from local government entities.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 2

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Resource Recovery Agency.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Martin Bellew

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF



ISLIP RESOURCE RECOVERY AGENCY
November 16, 2021

1. Call the Meeting of the Islip Resource Recovery Agency to Order.
2. Approval of the Minutes for the October 19, 2021 Agency Board Meeting.
3. Resolution Authorizing the President to execute an Agreement between the Agency and EFPR Group, CPAs, PLLC to provide Independent Auditing and As-Needed Accounting Services to the Agency for the years ending 2021 through 2023 for a total cost not to exceed \$97,725 for the three year period.
4. Resolution authorizing the President to execute the annexed Order on Consent on behalf of the Agency and to deliver same to the regional office of the NYSDEC and to take such other and further action as required to fulfill the terms of said Order.
5. Other Business
6. Adjournment



ISLIP RESOURCE RECOVERY AGENCY

October 19th, 2021

On a motion of Councilperson Bergin seconded by Councilperson O'Connor and unanimously approved, a meeting of the Islip Resource Recovery Agency was convened at 2:50 p.m. in the Town Board Room of Islip Town Hall, 655 Main Street, Islip, NY 11751. A Quorum was present for this Agency Board Meeting.

DIRECTORS PRESENT

Angie M. Carpenter
Mary Kate Mullen
James P. O'Connor
Trish Bergin
John C. Cochrane, Jr.

OFFICERS PRESENT

Martin Bellew, President
Linda Bunde, Secretary

On a motion of Chairwoman Carpenter, seconded by Councilperson O'Connor and unanimously approved, the minutes from the September 14, 2021 Agency Board Meeting were approved.

On a motion of Councilperson O'Connor, seconded by Councilperson Cochrane and unanimously approved, a resolution was passed authorizing the President to enter into a Contract Extension with Cashin Associates, P.C. for the Calendar Year 2022, to provide Professional Engineering Services related to Groundwater and Leachate Monitoring, Sampling, Assessment and Reporting at the Blydenburgh Road Landfill, Cleanfill Phase 1 and 2.

On a motion of Councilperson Mullen, seconded by Councilperson Bergin and unanimously approved, a resolution was passed authorizing the President to enter into a Contract Extension with Dvirka & Bartilucci Engineers & Architects, P.C., to provide Professional and Technical Services for Monitoring, Sampling, and Reporting of Greenhouse Gas (GHG), Landfill Gas (LFG), and Volatile Organic Compounds (VOC's) at the Blydenburgh Road Landfill and Lincoln Ave. Landfill.

On a motion of Councilperson Cochrane, seconded by Councilperson Bergin and unanimously approved, a resolution was passed authorizing the President to enter into a Contract Extension between the Agency and Pace Analytical Services, Inc. for calendar year 2022; for Professional Services related to Laboratory Analytical Services for Groundwater and Ash Analysis for all Islip Resource Recovery Agency (IRRA) Sites.

On a motion of Councilperson O'Connor, seconded by Councilperson Bergin and unanimously approved, a resolution was passed authorizing the Adoption of the Recommended Budget of the Islip Resource Recovery Agency for the Fiscal Year 2022

On a motion of Chairwoman Carpenter, seconded by Councilperson Cochrane and unanimously approved, a resolution was passed authorizing salary adjustments to coincide with the Town of Islip's White Collar Unit.

There being no further business to come before the Board, the meeting was adjourned on a motion of Councilperson O'Connor, seconded by Councilperson Bergin, and unanimously approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda Bunde". The signature is written in a cursive, flowing style with a large initial "L".

Linda Bunde
Secretary

**ISLIP RESOURCE RECOVERY AGENCY
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorize the President to execute an Agreement between the Agency and EFPR Group, CPAs, PLLC to provide Independent Auditing and As-Needed Accounting Services to the Agency for the years ending 2021 through 2023 for a total cost not to exceed \$97,725 for the three year period.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Islip Resource Recovery Agency
 2. Site or Location affected by resolution: _____
 3. Cost: 2021: \$32,575 2022: \$32,575 2023: \$32,575
 4. Budget Line: ZR02.1020.45050
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of NYCRR. Short EAF required.
-

Maith Bellen
Signature of President/Department Head Sponsor

11/1/21
Date

November 16, 2021

AUTHORIZING THE PRESIDENT TO ENTER INTO AN AGREEMENT BETWEEN THE AGENCY AND BST & Co. CPA's, LLP TO PROVIDE AUDITING SERVICES AS REQUIRED BY PUBLIC AUTHORITIES LAW, SECTION 2046-C-(7)

WHEREAS the Islip Resource Recovery Agency is a Public Benefit Corporation created by the enactment of Section 2046 of the Public Authorities Law to manage solid waste generated in the Town of Islip; and

WHEREAS subsections of the aforementioned section of the Public Authorities Law set forth requirements with which the Agency is bound to comply; and

WHEREAS pursuant to Section 2046-C-(7), the Agency is required to utilize the services of an independent outside auditor nominated by the New York State Division of the Budget;

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

RESOLVED that the President is authorized to execute an Agreement between the Agency and EFPR Group, CPA's PLLC to provide independent auditing and as-needed accounting services to the Agency for the years ending December 31, 2021 (\$32,575); December 31, 2022 (\$32,575); and December 31, 2023 (\$32,575) for a total cost not to exceed \$97,725 for the three year period.

UPON A VOTE being taken, the result was: _____

**Request for Proposals
Islip Resource Recovery Agency
Independent Annual Audit
Cost Proposal Form**

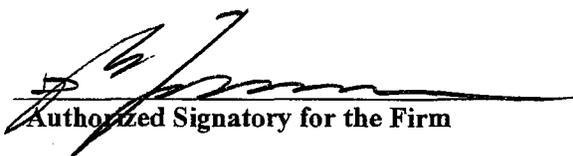
Firm Name: EFPR Group, CPAs, PLLC

Contract Year One (RRA FY2021)				
Job Title	Name	Hourly Rate	Estimated Number of Hours	Total
Engagement Partner	Douglas Zimmerman	180	40	7,200
Audit Manager	John Costilow	130	60	7,800
Senior Auditor	Michael Prentice	105	135	14,175
Auditor	Janelle Migliore	85	40	3,400
IRRA FY2021 Audit Not-to-Exceed Total				32,575

Contract Year Two (IRRA FY2022)				
Job Title	Name	Hourly Rate	Estimated Number of Hours	Total
Engagement Partner	Douglas Zimmerman	180	40	7,200
Audit Manager	John Costilow	130	60	7,800
Senior Auditor	Michael Prentice	105	135	14,175
Auditor	Janelle Migliore	85	40	3,400
IRRA FY2022 Audit Not-to-Exceed Total				32,575

Contract Year Three (IRRA FY2023)				
Job Title	Name	Hourly Rate	Estimated Number of Hours	Total
Engagement Partner	Douglas Zimmerman	180	40	7,200
Audit Manager	John Costilow	130	60	7,800
Senior Auditor	Michael Prentice	105	135	14,175
Auditor	Janelle Migliore	85	40	3,400
IRRA FY2023 Audit Not-to-Exceed Total				32,575

Three Year Grand Total		
Job Title	Estimated Number of Hours	Total
Engagement Partner	120	21,600
Audit Manager	180	23,400
Senior Auditor	405	42,525
Auditor	120	10,200
Grand Totals	825	97,725



 Authorized Signatory for the Firm

Douglas E. Zimmerman, CPA

 Name (print or type)

Partner

 Title

August 16, 2021

 Date

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price. All rates shall be quoted in U.S. dollars.

**ISLIP RESOURCE RECOVERY AGENCY
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution authorizing the President to execute the annexed Order on Consent on behalf of the Agency and to deliver same to the regional office of the NYSDEC and to take such other and further action as required to fulfill the terms of said Order.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Islip Resource Recovery Agency
 2. Site or Location affected by resolution: Multi-Purpose Recycling Facility
 3. Cost: _____
 4. Budget Line: _____
 5. Amount and source of outside funding: _____
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of NYCRR. Short EAF required.
-

Math Bellan

11/1/21

Signature of President/Department Head Sponsor

Date

November 16, 2021
Resolution No. _____

WHEREAS, the Agency operates the Lincoln Avenue Multi-Purpose Recycling Facility (MRF) at the former Lincoln Avenue landfill, and has done so for over thirty years, and

WHEREAS, The MRF operates pursuant to permit issued by the New York State Department of Environmental Conservation (hereinafter NYSDEC) under permit #1-4728-00701/00003 (the "Permit"), with an expiration date of August 16, 2021, and

WHEREAS, 6 NYCRR §360.16(g)(1) states "A complete application for renewal of a permit must be submitted at least 180 days before the existing permit expires in order to be considered timely for the purposes of the State Administrative Procedure Act." and

WHEREAS, in preparation for the renewal of the MRF Permit in 2021, the Agency failed to submit the permit renewal application more than 180 days prior to the expiration date, and

WHEREAS, the NYSDEC served upon the Agency a Notice of Violation of the provisions of 6 NYCRR §360.16(g)(1), and

WHEREAS the Agency and the NYSDEC have agreed to resolve this matter via an Order on Consent without payable penalty, and subject to conditions acceptable to the Agency,

NOW THEREFORE, on motion of councilperson _____ seconded by councilperson _____, it is hereby

RESOLVED, that the President of the Agency is hereby authorized to execute the annexed Order on Consent on behalf of the Agency and to deliver same to the regional office of the NYSDEC and to take such other and further action as required to fulfill the terms of said Order.

Upon a vote being taken the result was:

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

..... X
In the Matter of the Alleged Violations of the Article 27 of the Environmental Conservation Law ("ECL") of the State of New York and Part 360 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") of the State of New York by:

ORDER ON CONSENT
File No. R1-20210810-106

Town of Islip,

(Suffolk County)

Respondent.

..... X

WHEREAS:

1. The New York State Department of Environmental Conservation ("NYSDEC" or "Department") is responsible for the administration and enforcement of laws and regulations pertaining to the regulation of solid waste in the State of New York, including Article 27 of the Environmental Conservation Law of the State of New York ("ECL") and Part 360 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR"); and
2. Respondent Town of Islip ("the Town" or "Respondent") is a municipality located in Suffolk County within the State of New York; and
3. At all times relevant herein the Town has owned and operated the Islip Resource Recovery Agency Multi-Purpose Recycling Facility ("Islip MRF") located at 1155 Lincoln Avenue Holbrook, NY 11741 (the "Facility"); and
4. Department Permit number 1-4728-00701/00003 (the "Permit"), with an expiration date of August 16, 2021, was issued to Islip MRF to authorize recycling operations at the Facility; and
5. Respondent is a "person," as defined at 6 NYCRR §360-1.2(b)(117) which defines "person" as any individual, public or private corporation, political subdivision, government agency, authority, department or bureau of the State, municipality, industry, partnership, association, firm, trust, estate or any other legal entity whatsoever; and
6. ECL Article 27 addresses the collection, treatment, and disposal of refuse and other solid wastes in New York State; and
7. Title 7 of ECL Article 27 addresses solid waste management and resource recovery facilities; and
8. 6 NYCRR §360.16(g)(1) states "A complete application for renewal of a permit must be submitted at least 180 days before the existing permit expires in order to be considered timely for the purposes of the State Administrative Procedure Act. An application for renewal of the permit must be made on forms authorized by the department"; and

9. 6 NYCRR §621.11(a)(1) states “Applications for renewal must be submitted no less than 180 calendar days prior to permit expiration for HWMF, RAPs, major air pollution control, all SWMF permits, or no less than 30 calendar days prior to permit expiration for all other permit types”; and
10. Permit General Condition No. 4 states, “**Unacceptable Wastes** The permittee is prohibited from accepting the following type(s) of waste: putrescible solid waste, industrial waste, medical waste, hazardous waste unless it qualifies for acceptance under the permittee's household hazardous waste (HHW) permit for the facility, liquid waste, radioactive waste, septage, sewage, sludge, and asbestos waste”; and
11. The Department received Permit renewal application materials from the Respondent on or about July 21, 2021 (resubmission received August 25, 2021); and
12. Respondent was issued a Notice of Violation (“NOVs”) dated July 27, 2021 that detailed the Facility’s failure to submit a timely and complete permit renewal application to the Department, specifically on or before February 17, 2021; and
13. Respondent was issued a Notice of Incomplete Application dated July 29, 2021 that detailed the Facility’s failure to include several items in their permit renewal application; and
14. By causing of allowing the failure to timely and completely submit Permit renewal materials, Respondent is in violation of 6 NYCRR §§360.16(g)(1) and 621.11(a)(1) and Permit General Condition No. 4.
15. It is understood and agreed that full execution of this Order provides for Department authority for the Facility to operate during the pendency of the permit application review, pending strict compliance with all applicable ECL and 6 NYCRR provisions, until such time as a new operating permit is issued; and
16. Respondent agrees to take affirmative steps to prevent future violations of ECL Article 27 and 6 NYCRR and associated rules and regulations; and
17. Respondent affirmatively waives its rights to a hearing on this matter as provided by law and consent to the issuing and entering of this Order and agree to be bound by the provisions, terms and conditions contained herein.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

- I. Cease and Desist. Respondent shall cease and desist from further violations of any provision of the ECL and implementing regulations, more particularly ECL Article 27 and Parts 360 and 621 of 6 NYCRR.

- II. Compliance. Respondent shall immediately comply with all state and local solid waste-related laws, rules and regulations. This Order on Consent is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations.

Unless otherwise allowed by statute or regulation, Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. Respondent's compliance with this Order on Consent shall be no defense to any action commenced pursuant to any laws, regulations, or permits, except as set forth herein.

- III. Civil Penalty. That with respect to the cited violations, there is hereby imposed upon the Respondent a total penalty in the amount of FIFTY THOUSAND DOLLARS (\$50,000), which shall be suspended provided that Respondent strictly adheres to the terms and conditions outlined in this Order, including Compliance Schedule Appendix A, annexed hereto. This Order shall be in full settlement of all claims for civil and administrative penalties that have been or could be asserted by the Department against Respondent, their trustees, officers, employees, successors and assigns for the violations expressly noted in this Order.

- IV. Submissions. The Order on Consent, along with any applicable reports and submissions required in this Order and Appendix A as attached hereto shall be made to Region One, New York State Department of Environmental Conservation, 50 Circle Road, Stony Brook University, Stony Brook, N.Y. 11790-3409 to the attention of the Department of Materials Management with a copy addressed to the Regional Attorney at the same address. All communications will be considered submitted on the date of deposit with the U.S. Postal Service or delivery to a recognized carrier service.

- V. Reservation of Rights. The Department reserves its right to require that Respondent undertake any additional measures required to protect human health or the environment. The Department further reserves all its legal, administrative and equitable rights arising at common law, to protect human health or the environment, or as granted to it pursuant to statute or regulation, including, but not limited to, any summary abatement powers of the Commissioner. This Order on Consent does not bar, diminish, adjudicate or in any way affect the Department's rights or authorities, except as set forth in the Order on Consent, including but not limited to, exercising summary abatement powers of the Commissioner.

- VI. Force Majeure. If Respondent cannot comply with a deadline or requirement of this Order on Consent, because of natural disaster, Federal or State declared national or state emergency based on an epidemic or pandemic, war, terrorist attack, strike, riot, judicial injunction, or other, similar unforeseeable event which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement. Respondent shall include in such application the measures taken by Respondent to prevent and/or minimize any delays. Failure to give such notice constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to a claim of non-compliance with this Order on Consent pursuant to this subparagraph.

- VII. Default of Payment. The penalty assessed in the Order on Consent constitutes a debt owed to the State of New York. Failure to pay the assessed penalty, or any part thereof, in accordance with the schedule contained in the Order on Consent, may result in referral to the New York State Attorney General for collection of the entire amount owed (including the assessment of interest,¹ and a charge to cover the cost of collecting the debt), or referral to the New York State Department of Taxation and Finance, which may offset by the penalty amount any tax refund or other monies that may be owed to you by the State of New York. Any suspended and/or stipulated penalty provided for in this Order on Consent will constitute a debt owed to the State of New York when and if such penalty becomes due.
- VIII. Modification. In those instances in which Respondent desires that any of the provisions, terms or conditions of this Order be changed, they shall make written application, setting forth the grounds for the relief sought, to the Commissioner, c/o Regional Attorney, 50 Circle Road, Stony Brook University, Stony Brook, NY 11790-3409, and shall include the Case number and the named Respondents. No change or modification to this Order shall become effective except as specifically set forth in writing and approved by the Commissioner or a duly authorized representative.
- IX. Access. For the purpose of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to Respondent's, or Respondent's successors', facility to inspect and/or perform such tests as the Department may deem appropriate, to inspect and/or copy such records owned, operated, controlled or maintained by Respondent, or to perform any other lawful duty or responsibilities, related to the requirements of the Order on Consent without prior notice of such inspection.
- X. Indemnity. Respondent shall indemnify and hold harmless the Department, the State of New York, their representatives, employees, and agents for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of the provisions presented hereof by the Respondent, his directors, officers, employees, servants, agents, successors, or assigns.
- XI. Failure, Default and Violation of Order. The failure of Respondent to comply with any provision of this Order shall constitute a default and a failure to perform an obligation under this Order and shall be deemed to be a violation of both this Order and the ECL. Respondent's failure to comply fully and in timely fashion with any provision, term, or condition of this Order shall constitute a default and a failure to perform an obligation under this Order and under the ECL and shall constitute sufficient grounds for revocation of any permit, license, certification, or approval issued to the Respondent by the Department.
- XII. Future Compliance. Respondent shall conduct all solid waste related activities in strict conformance with Federal and New York State laws and regulations. For the purpose of ensuring compliance with this Order, duly authorized representatives of this Department shall be permitted access to Respondent's place of business during reasonable hours, in order to inspect and/or require

¹ New York State Finance Law §18.

such tests as may be deemed necessary to determine the status of Respondent's compliance herewith.

- XIII. Binding Effect. The provisions, terms, and conditions of this Order, including Appendix A, shall be deemed to bind Respondent and Respondent's officers, directors, agents, employees, successors and assigns and all persons, firms and corporations acting under or for them, including, but not limited to those who may carry on any or all of the operations now being conducted by Respondent, whether at the present location or at any other in this State.
- XIV. Collection Costs/Fees. Respondent's failure to pay any penalty amounts due under the terms of this Order may result in a 22% surcharge in recovery costs and a potential tax refund offset by the Department of Taxation and Finance.
- XV. Effective Date. The effective date of this Order shall be the date upon which it is signed by the Commissioner or the Commissioner's Designee on behalf of the Department.
- XVI. Termination Date. This Order shall terminate only when all requirements of this Order are met and approved by the Department.
- XVI. Unforeseen Events. Respondent shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief, if Respondent cannot comply with any requirements of the provisions hereof because of an Act of God, war, riot, or other catastrophe as to which negligence or willful misconduct on the part of Respondent was not foreseen or a proximate cause, provided, however, that Respondent shall immediately notify the Department in writing, when it obtains knowledge of any such condition and shall request an appropriate extension or modification of the provisions hereof; Respondent will adopt all reasonable measures to prevent or minimize any delay.
- XVII. Entire Agreement. The provisions of this Order constitute the complete and entire Order issued to the Respondent, concerning resolution of the violations identified in this Order. Terms, conditions, understandings or agreements purporting to modify or vary any term hereof shall not be binding unless made in writing and subscribed by the party to be bound, pursuant to Paragraph VIII of this Order. No informal oral or written advice, guidance, suggestion or comment by the Department regarding any report, proposal, plan, specification, schedule, comment or statement made or submitted by the Respondent shall be construed as relieving the Respondent of their obligations to obtain such formal approvals as may be required by this Order.

Stony Brook, New York
Dated: _____, 2021

BASIL SEGGOS
Commissioner
New York State Department of
Environmental Conservation

By: _____
MERLANGE GENECE, P.E.
Acting Regional Director

CONSENT BY MUNICIPALITY

Respondent Town of Islip acknowledges the authority and jurisdiction of the Commissioner of the Department of Environmental Conservation of the State of New York to issue the foregoing Order, waives public hearing or other proceedings in the matter, accepts the terms and conditions set forth in the Order and consents to the issuance thereof and agrees to be bound by the provisions, terms and conditions contained therein.

Town of Islip Respondent

By: _____

Name: _____

Title: _____

an individual duly authorized by the respondent to sign on behalf of the corporation and who may bind Town of Islip to the terms and conditions contained herein.

Date:

ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 2021, before me personally came _____, to me known, who, being duly sworn did depose and say that s/he resides at _____, that s/he is the _____ of Town of Islip, the municipality described herein, and which executed the above instrument; and that s/he signed his/her name thereto with full corporate authority so to do.

Sworn to before me this
____ day of _____, 2021

Notary Public

**Appendix A
Compliance Schedule
Town of Islip
R1-20210810-106**

I. Conformance	
Immediately,	Respondent shall cease and desist from any and all future violations of the ECL and the rules and regulations enacted pursuant thereto.
II. Submittal of Permit Renewal Application	
Within 15 days from the effective date of this Order,	Respondent shall submit a complete and approvable application to the Department.
III. Submittals	
Physical copies of all submittals required under this Order must be provided to the Regional Materials Management Engineer, to the Regional Permit Administrator, and to the Regional Attorney at the below address:	
<p>New York State Department of Environmental Conservation 50 Circle Road SUNY @ Stony Brook Stony Brook, NY 11790-3409</p>	
Electronic copies of all submittals must be submitted in .pdf format to R1DMM@dec.ny.gov or as directed by Department staff.	

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 3

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a Rabies Vaccination Services Contract with the Suffolk County Department of Health Services for the provision of Rabies Vaccines at no cost to the Town.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Martin Bellew

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution Authorizing the Supervisor to enter into a Rabies Vaccination Services Contract with the Suffolk County Department of Health Services (SCDOHS), for the provision of Rabies vaccines; at no cost to the Town. Vaccines will be utilized at the Town's Rabies Vaccination event.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip/Residents of the Town of Islip
 2. Site or Location affected by resolution: Town of Islip Animal Shelter & Adopt -a-Pet Center
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6NYCRR, Section 617.4(b), number _____ . Full EAF required.
- Type 2 action under 6NYCRR, Section 617.5(c), number 26 . SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of NYCRR. Short EAF required.
-

Maith Bellen

Signature of Commissioner/Department Head Sponsor

11/2/21

Date

November 16, 2021

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A RABIES VACCINATION SERVICES CONTRACT, WITH THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES (SCDOHS), FOR THE PROVISION OF RABIES VACCINES; AT NO COST TO THE TOWN. VACCINES WILL BE UTILIZED AT THE TOWN'S RABIES VACCINATION EVENT.

WHEREAS, the Town of Islip owns and operates a municipal animal shelter, and;

WHEREAS, the Department sponsors an Annual Rabies Vaccination event, typically held in the spring. This years' event will be held at the Town's Animal Shelter and Adopt-a-Pet Center; and

WHEREAS, the Suffolk County Department of Health Services (SCDOHS) will provide, at no cost to the Town, Rabies vaccines to be utilized at the aforementioned event;

NOW, THEREFORE, on a motion of _____ seconded by _____, be it hereby

RESOLVED, that the Supervisor is authorized to enter into a Rabies Vaccination Services Contract, with the Suffolk County Department of Health Services (SCDOHS), for the provision of Rabies vaccines; at no cost to the Town. Vaccines will be utilized at the Town's Rabies Vaccination event, and will be provided to Residents at no charge.

UPON A VOTE BEING TAKEN, the result was: _____

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 4

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Town Board authorization to clean up or secure certain properties in the
Town of Islip.**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Taryn Jewell, Esq.

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town Board Meeting

Tuesday, November 16, 2021 at 2:00 pm

- | | | |
|---|---------------------------|----|
| 1) 54 Division Avenue, West Sayville | 0500-407.00-03.00-003.000 | BC |
| 2) 336 West Islip Boulevard, West Islip | 0500-455.00-01.00-023.000 | CU |
| 3) 500 Lakeland Avenue, Sayville | 0500-280.00-01.00-015.000 | CU |

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Town Board of the Town of Islip to order that the work be done to board up and clean the vacant premises located at 54 Division Avenue, West Sayville, NY 11796.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 54 Division Avenue, West Sayville, NY 11796
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number (1) and (8). SEQOR review complete.
- Action not listed as Type 1 or Type II under Part 617 of the NYCRR. Short EAF required.
-

Tanya L Jewell
Signature of Commissioner/Department Head Sponsor

11-1-2021
Date

November 16, 2021

WHEREAS, the Chief Building Inspector or Authorized Agent (the “Inspector”) of the Town of Islip has declared a certain building(s) and real property situated at 54 Division Avenue, West Sayville, Town of Islip, County of Suffolk, State of New York, to be unsafe, hazardous and a public nuisance the result of being vacant and unsecured, with evidence of unauthorized entry, high grass, overgrown vegetation and litter and debris on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 and Chapter 32, §32-5 of the Code of the Town of Islip, the said Inspector has caused a Notice directing the removal of the said nuisance to be served upon the owner of the said premises at the last known address of record, Jason and Joanna Henke, and also upon Wilmington Savings Fund Society FSB, d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust, and also upon Selene Finance LP, and also upon Bron Inc., by Registered Mail, Return Receipt Requested on November 1, 2021, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to November 16, 2021; and

WHEREAS, pursuant to Chapters 68 and 32 of the Code of the Town of Islip, the said Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on November 1, 2021, which Notice directed the commencement of the removal of said nuisance within (five) days after service of the Notice and completion of removal prior to November 16, 2021; and

WHEREAS, said Notice specified that in the event the nuisance was not voluntarily removed within the time specified, a Hearing would be held before the Town Board of the Town of Islip on November 16, 2021, at Islip Town Hall, 655 Main Street, Islip, New York, at 2:00 p.m. to determine whether the removal of the described nuisance should be accomplished by the Town of Islip, and allow any interested person to have an opportunity to present evidence in opposition to the Inspector’s determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Inspector's determination that the described premises constitutes a nuisance, that due notice of the nuisance has been posted on the premises and that no action has been taken to remove the described nuisance and that the Town of Islip should undertake the task of removing the said nuisance; and

WHEREAS, at the time of said Hearing no evidence was adduced to support a contrary determination,

NOW, THEREFORE, UPON a motion by Councilperson _____,
seconded by Councilperson _____; be it

RESOLVED, that the Inspector be and he hereby is authorized to order that the work be done to secure the building(s), including the shed, to HUD standards, to wit: 5/8 inch plywood, painted gray and bolted from the interior and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris (including any and all unregistered vehicles/boats/trailers), by the lowest responsible bidder, and be it

FURTHER RESOLVED, that upon receipt of additional complaints pertaining to the nuisance identified herein, upon verification of the existence or recurrence of the said violation(s), and upon confirmation that the premises are owned by the persons or entities previously notified as described herein, that, without further Town Board approval, the Town of Islip or its duly authorized agent may enter upon the premises to insure that the nuisance is abated and that the property is in compliance with the minimum property maintenance standards of all applicable state and local laws, and be it

FURTHER RESOLVED, that all costs and expenses incurred by the Town in connection with the proceeding to remove the said nuisance shall be annexed as a Special Assessment to the property on which the nuisance is located, which property is designated by Suffolk County Tax Map Parcel No. 0500-407.00-03.00-003.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 54 Division Avenue, West Sayville)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Town Board of the Town of Islip to order that the work be done to clean up the vacant premises located at 336 West Islip Boulevard, West Islip, NY 11795.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 336 West Islip Boulevard, West Islip, NY 11795
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number (8). SEQR review complete.
- Action not listed as Type 1 or Type II under Part 617 of the NYCRR. Short EAF required.
-

Tanya L Jewell
Signature of Commissioner/Department Head Sponsor

11-1-2021
Date

November 16, 2021

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 336 West Islip Boulevard, West Islip, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-455.00-01.00-023.000, have been received by the Town; and

WHEREAS, Town employees have verified the existence of said nuisance on the premises; and,

WHEREAS, pursuant to Chapter 32 §32-5 of the Code of the Town of Islip, the Town Attorney has caused a Notice directing the removal of the said nuisance to be served upon the owner(s) of the property at the last known mailing address of record, Arthur and Theresa Machowicz, by Certified Mail, Return Receipt requested on November 1, 2021, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the notice and completion of removal prior to November 16, 2021; and

WHEREAS, pursuant to Chapter 32 of the Code of the Town of Islip, the Town Attorney has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on November 1, 2021, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to November 16, 2021, and

WHEREAS, said Notice specified that in the event the nuisance was not voluntarily removed within the time specified, a Hearing would be held before the Town Board of the Town of Islip on Tuesday, November 16, 2021, at Islip Town Hall, Town Board Room, 655 Main Street, Islip, New York, 11751, at 2:00 P.M. to determine whether the removal of the described nuisance should be accomplished by the Town of Islip, and allow any interested person to have an opportunity to present evidence in opposition to the Town's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Town's determination that the described premises constitutes a nuisance, that due notice of the nuisance has been posted on the premises and that no action has been taken to remove the

described nuisance and that the Town of Islip should undertake the task of removing the said nuisance;
and

WHEREAS, at the time of said Hearing, no evidence was adduced to support a contrary
determination,

NOW, THEREFORE, UPON a motion by Councilperson _____,
seconded by Councilperson _____; be it

RESOLVED, that the Town Attorney be and he hereby is authorized to order that the work be
done to cut and remove the high grass and overgrown vegetation from the property along with all litter
and debris (including any and all unregistered vehicles/boats/trailers), and be it

FURTHER RESOLVED, that upon receipt of additional complaints pertaining to the nuisance
identified herein, upon verification of the existence or recurrence of the said violation(s), and upon
confirmation that the premises are owned by the persons or entities previously notified as described
herein, that, without further Town Board approval, the Town of Islip or its duly authorized agent may
enter upon the premises to insure that the nuisance is abated and that the property is in compliance with
the minimum property maintenance standards of all applicable state and local laws, and be it

FURTHER RESOLVED, that all costs and expenses incurred by the Town in connection with
the proceeding to remove the said nuisance shall be annexed as a Special Assessment to the property on
which the nuisance is located, which property is designated by Suffolk County Tax Map Parcel No. 0500-
455.00-01.00-023.000.

UPON a vote being taken, the result was:

(G: Clean Up - 336 West Islip Boulevard, West Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Town Board of the Town of Islip to order that the work be done to clean up the vacant premises located at 500 Lakeland Avenue, Sayville, NY 11782.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 500 Lakeland Avenue, Sayville, NY 11782
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number (8). SEQR review complete.
- Action not listed as Type 1 or Type II under Part 617 of the NYCRR. Short EAF required.
-

Taryn L Jewell
Signature of Commissioner/Department Head Sponsor

11-1-2021
Date

November 16, 2021

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 500 Lakeland Avenue, Sayville, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-280.00-01.00-015.001, have been received by the Town; and

WHEREAS, Town employees have verified the existence of said nuisance on the premises; and,

WHEREAS, pursuant to Chapter 32 §32-5 of the Code of the Town of Islip, the Town Attorney has caused a Notice directing the removal of the said nuisance to be served upon the owner(s) of the property at the last known mailing address of record, 385 IH LLC, and also upon New Gables Capital, by Certified Mail, Return Receipt requested on November 1, 2021, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the notice and completion of removal prior to November 16, 2021; and

WHEREAS, pursuant to Chapter 32 of the Code of the Town of Islip, the Town Attorney has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on November 1, 2021, which Notice directed the commencement of the removal of said nuisance within five (5) days after service of the Notice and completion of removal prior to November 16, 2021, and

WHEREAS, said Notice specified that in the event the nuisance was not voluntarily removed within the time specified, a Hearing would be held before the Town Board of the Town of Islip on Tuesday, November 16, 2021, at Islip Town Hall, Town Board Room, 655 Main Street, Islip, New York, 11751, at 2:00 P.M. to determine whether the removal of the described nuisance should be accomplished by the Town of Islip, and allow any interested person to have an opportunity to present evidence in opposition to the Town's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Town's determination that the described premises constitutes a nuisance, that due notice of the nuisance has been posted on the premises and that no action has been taken to remove the

described nuisance and that the Town of Islip should undertake the task of removing the said nuisance;
and

WHEREAS, at the time of said Hearing, no evidence was adduced to support a contrary
determination,

NOW, THEREFORE, UPON a motion by Councilperson _____,
seconded by Councilperson _____; be it

RESOLVED, that the Town Attorney be and he hereby is authorized to order that the work be
done to cut and remove the high grass and overgrown vegetation from the property along with all litter
and debris (including any and all unregistered vehicles/boats/trailers), and be it

FURTHER RESOLVED, that upon receipt of additional complaints pertaining to the nuisance
identified herein, upon verification of the existence or recurrence of the said violation(s), and upon
confirmation that the premises are owned by the persons or entities previously notified as described
herein, that, without further Town Board approval, the Town of Islip or its duly authorized agent may
enter upon the premises to insure that the nuisance is abated and that the property is in compliance with
the minimum property maintenance standards of all applicable state and local laws, and be it

FURTHER RESOLVED, that all costs and expenses incurred by the Town in connection with
the proceeding to remove the said nuisance shall be annexed as a Special Assessment to the property on
which the nuisance is located, which property is designated by Suffolk County Tax Map Parcel No. 0500-
280.00-01.00-015.001.

UPON a vote being taken, the result was:

(G: Clean Up - 500 Lakeland Avenue, Sayville)

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 5

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Bid Awards.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Michael Rand

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

BIDS TO BE AWARDED
NOVEMBER 16, 2021

1. REPAIR OF AUTOMOBILE & LIGHT DUTY TRUCK TRANSMISSIONS
 - Dana Transmissions & Differential
 - d/b/a Accord Transmission
 - Delta Transmissions

2. LAYOUT SERVICE (TYPESETTER), PRINTING & DISTRIBUTION OF RECREATION NEWS PUBLICATION
 - Indiana Printing Co., Inc.

NO: 1 REPAIR OF AUTOMOBILE AND LIGHT DUTY TRUCK TRANSMISSIONS

BID PRICE: Various Prices as per Items A through L

**LOWEST RESPONSIBLE BIDDERS: Dana Transmission & Differential
d/b/a Accord Transmissions**

Delta Transmissions

COMPETITIVE BID: Yes – October 6, 2021

BUDGET ACCOUNT NUMBER: A1640.4-4119

ANTICIPATED EXPENDITURE: \$15,000.00

DEPARMENT: Public Works

JUSTIFICATION OF NEED: To maintain Town of Islip owned fleet.

NO: 2 LAYOUT SERVICE (TYPESETTER), PRINTING & DISTRIBUTION
OF RECREATION NEWS PUBLICATION

BID PRICE: Various Prices as per Bid Items A1 through 8
and B1 through 14

LOWEST RESPONSIBLE BIDDER: Indiana Printing & Publishing Co., Inc.

COMPETITIVE BID: Yes – Sept. 8, 2021 (1st Advertisement)
Sept. 29, 2021 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: A7020.4-4040

ANTICIPATED EXPENDITURE: \$70,000.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: Printing/distribution of Town of Islip's
Recreation News (3 issues).

PLEASE NOTE: This bid was advertised twice. The first advertisement
produced only one (1) responding bidder. The second advertisement
produced two (2) responding bidders.

NO: 1 REPAIR OF AUTOMOBILE AND LIGHT DUTY TRUCK TRANSMISSIONS

BID PRICE: Various Prices as per Items A through L

LOWEST RESPONSIBLE BIDDERS: Dana Transmission & Differential
d/b/a Accord Transmissions

Delta Transmissions

COMPETITIVE BID: Yes – October 6, 2021

BUDGET ACCOUNT NUMBER: A1640.4-4119

ANTICIPATED EXPENDITURE: \$15,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To maintain Town of Islip owned fleet.

WHEREAS, the Town solicited competitive bids for the REPAIR OF AUTOMOBILE AND LIGHT DUTY TRUCK TRANSMISSIONS, CONTRACT #1021-90; and

WHEREAS, on October 6, 2021 sealed bids were opened and Dana Transmission & Differential, d/b/a Accord Transmission, 119 E. Jericho Turnpike, Huntington Station, NY 11746 and Delta Transmissions, 207 E. Main Street, Patchogue, NY 11772 submitted the apparent low dollar bids; and

WHEREAS, Data Transmissions & Differential, d/b/a Accord Transmission and Delta Transmissions have been determined to be a responsible bidders.

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

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to Dana Transmission & Differential, d/b/a Accord Transmission and Delta Transmissions in the amount of various prices as per the circled items on the attached tabulations sheets for two (2) years from date of award with the Town's option to renew for one (1) additional year under the same terms and conditions.

Upon a vote being taken, the result was:

REPAIR OF AUTOMOBILE & LIGHT
DUTY TRUCK TRANSMISSIONS

CONTRACT # 1021-90

DATE: OCTOBER 6, 2021

11:00 A.

THIS TABULATION OF SEALED BIDS OPENED IN ACCORDANCE WITH SECTION 103 OF THE
GENERAL MUNICIPAL LAW FOR THE PURPOSE OF CONSIDERING THE AWARD OF A PURCHASE
CONTRACT FOR USE IN THE TOWN OF ISLIP.

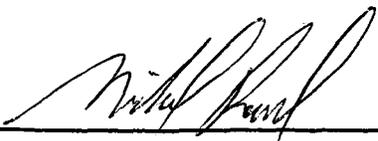
BUDGET # A1640.4-4119 ESTIMATED AMOUNT \$15,000.00

T & T BALDWIN AUTOMOTIVE 1425 MONTAUK HWY E PATCHOGUE NY 11772	
JOHN'S TRANSMISSIONS INC d/b/a ABILITY TRANSMISSIONS 646 W MONTAUK HWY LINDENHURST NY 11757	
DANA TRANSMISSION & DIFF d/b/a ACCORD TRANSMISSIONS 119 E JERICHO TPKE HUNTINGTON STA NY 11746	✓ SEE ATTACHED SHEETS award - items circled on attached sheets
TRANS TECH TRANS INC d/b/a DEER PARK TRANS 597-D ACORN STREET DEER PARK NY 11729	
BETTER MILES INC 100 GARDINERS AVE LINDENHURST NY 11756	✓ NO BID
DELTA TRANSMISSIONS 207 E MAIN STREET PATCHOGUE NY 11772	✓ SEE ATTACHED SHEETS award - items circled on attached sheets

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.

COMMISSIONER T. OWENS CONCURS.

SIGNED BY:



MICHAEL RAND
DIRECTOR



BARBARA MALTESE
PRINCIPAL OFFICE ASSISTANT

REPAIR OF AUTOMOBILE AND LIGHT	DANA TRANS	DELTA
DUTY TRUCK TRANSMISSIONS	d/b/a ACCORD	TRANSMISSIONS
CONTRACT #1021-90	TRANSMISSION	
A. FORD 4 WH. DRIVE		
4R55E		
Transmission	\$1,295.00	\$895.00
Price w/o Converter	\$1,000.00	\$750.00
Price w/Transfer Case	\$2,295.00	\$1,295.00
4R44E		
Transmission	\$1,295.00	\$895.00
Price w/o Converter	\$1,000.00	\$750.00
Price w/Transfer Case	\$2,295.00	\$1,295.00
5R110W		
Transmission	\$1,850.00	\$1,495.00
Price w/o Converter	\$1,400.00	\$1,300.00
Price w/Transfer Case	\$2,850.00	\$1,795.00
4R70W		
Transmission	\$1,395.00	\$895.00
Price w/o Converter	\$1,100.00	\$750.00
Price w/Transfer Case	\$2,895.00	\$1,295.00
4R555		
Transmission	\$1,295.00	\$895.00
Price w/o Converter	\$1,000.00	\$750.00
Price w/Transfer Case	\$2,295.00	\$1,295.00
5R55W		
Transmission	\$1,595.00	\$1,195.00
Price w/o Converter	\$1,200.00	\$1,050.00
Price w/Transfer Case	\$2,595.00	\$1,495.00
6R60		
Transmission	\$1,895.00	\$1,995.00
Price w/o Converter	\$1,680.00	\$1,850.00
Price w/Transfer Case	\$2,880.00	\$2,195.00
4R100		
Transmission	\$1,650.00	\$995.00
Price w/o Converter	\$1,300.00	\$850.00
Price w/Transfer Case	\$2,650.00	\$1,295.00

ITEM #	DANA TRANS	DELTA
	d/b/a ACCORD	TRANSMISSIONS
	TRANSMISSION	
5R55E		
Transmission	\$1,295.00	\$995.00
Price w/o Converter	\$1,000.00	\$895.00
Price w/Transfer Case	\$2,295.00	\$1,295.00
B. FORD REAR WHEEL DRIVE		
4R44E		
Transmission	\$1,095.00	\$895.00
Price w/o Converter	\$800.00	\$750.00
Price w/Transfer Case	NO BID	\$1,295.00
5R44E		
Transmission	\$1,095.00	\$995.00
Price w/o Converter	\$800.00	\$850.00
Price w/Transfer Case	NO BID	\$1,295.00
4R70W		
Transmission	\$1,195.00	\$895.00
Price w/o Converter	\$900.00	\$750.00
Price w/Transfer Case	NO BID	\$1,295.00
4R75W		
Transmission	\$1,195.00	\$895.00
Price w/o Converter	\$900.00	\$750.00
Price w/Transfer Case	NO BID	\$1,295.00
C. FORD FRONT WHEEL		
AX4N		
Transmission	\$1,180.00	\$995.00
Price w/o Converter	\$900.00	\$850.00
Price w/Transfer Case	NO BID	\$1,395.00
AX4S		
Transmission	\$1,180.00	\$995.00
Price w/o Converter	\$900.00	\$850.00
Price w/Transfer Case	NO BID	\$1,395.00
AFCAT		
Transmission	\$1,000.00	\$995.00
Price w/o Converter	\$800.00	\$850.00
Price w/Transfer Case	NO BID	\$1,395.00

ITEM #	DANA TRANS d/b/a ACCORD TRANSMISSION	DELTA TRANSMISSIONS
5FCAT		
Transmission	\$1,200.00	\$995.00
Price w/o Converter	\$900.00	\$850.00'
Price w/Transfer Case	NO BID	\$1,350.00
4R100		
Transmission	\$1,650.00	\$995.00
Price w/o Converter	\$1,300.00	\$850.00
Price w/Transfer Case	NO BID	\$1,295.00
4F50N		
Transmission	\$1,180.00	\$995.00
Price w/o Converter	\$900.00	\$850.00
Price w/Transfer Case	NO BID	\$1,395.00
4F27E		
Transmission	\$1,180.00	\$995.00
Price w/o Converter	\$900.00	\$850.00
Price w/Transfer Case	NO BID	\$1,395.00
D. FORD		
Torq Shift 'R' 6		
Transmission	\$2,000.00	\$2,495.00
Price w/o Converter	\$1,650.00	\$2,350.00
Price w/Transfer Case	\$3,400.00	\$2,795.00
Torq Shift 'R'		
Transmission	\$2,000.00	\$2,495.00
Price w/o Converter	\$1,650.00	\$2,350.00
Price w/Transfer Case	\$3,400.00	\$2,795.00
6F35		
Transmission	\$2,595.00	\$2,495.00
Price w/o Converter	\$2,300.00	\$2,350.00
Price w/Transfer Case	\$3,695.00	\$2,795.00
6F50		
Transmission	\$2,595.00	\$2,495.00
Price w/o Converter	\$2,300.00	\$2,350.00
Price w/Transfer Case	\$3,695.00	\$2,795.00

ITEM #	DANA TRANS	DELTA
	d/b/a ACCORD	TRANSMISSIONS
	TRANSMISSION	
6F55		
Transmission	\$2,595.00	\$2,495.00
Price w/o Converter	\$2,300.00	\$2,350.00
Price w/Transfer Case	\$3,400.00	\$2,795.00
10R60		
Transmission	NO BID	\$3,995.00
Price w/o Converter	NO BID	\$3,850.00
Price w/Transfer Case	NO BID	\$4,285.00
10R80		
Transmission	NO BID	\$3,995.00
Price w/o Converter	NO BID	\$3,850.00
Price w/Transfer Case	NO BID	\$4,295.00
10R80 MHT (Hybrid)		
Transmission	NO BID	\$4,495.00
Price w/o Converter	NO BID	\$4,300.00
Price w/Transfer Case	NO BID	\$4,795.00
6R100		
Transmission	\$2,395.00	\$2,495.00
Price w/o Converter	\$2,100.00	\$2,350.00
Price w/Transfer Case	\$3,595.00	\$2,795.00
6R140		
Transmission	\$2,395.00	\$2,495.00
Price w/o Converter	\$2,100.00	\$2,350.00
Price w/Transfer Case	\$3,595.00	\$2,795.00
10R140		
Transmission	NO BID	\$3,995.00
Price w/o Converter	NO BID	\$3,850.00
Price w/Transfer Case	NO BID	\$4,295.00
6R80		
Transmission	\$2,195.00	\$2,495.00
Price w/o Converter	\$1,600.00	\$2,350.00
Price w/Transfer Case	\$3,595.00	\$2,795.00

ITEM #	DANA TRANS	DELTA
	d/b/a ACCORD	TRANSMISSIONS
	TRANSMISSION	
E. DODGE		
68RFE		
Transmission	\$2,295.00	\$2,695.00
Price w/o Converter	\$1,900.00	\$2,550.00
Price w/Transfer Case	\$3,495.00	\$2,895.00
AS69RC		
Transmission	NO BID	\$2,995.00
Price w/o Converter	NO BID	\$2,850.00
Price w/Transfer Case	NO BID	\$3,295.00
F. JEEP		
845RE		
Transmission	NO BID	\$2,495.00
Price w/o Converter	NO BID	\$2,350.00
Price w/Transfer Case	NO BID	\$2,795.00
850RE		
Transmission	NO BID	\$2,495.00
Price w/o Converter	NO BID	\$2,350.00
Price w/Transfer Case	NO BID	\$2,795.00
98TE/9HP48		
Transmission	NO BID	\$3,495.00
Price w/o Converter	NO BID	\$3,350.00
Price w/Transfer Case	NO BID	\$3,895.00
F210250 Gen III		
Transmission	NO BID	\$3,495.00
Price w/o Converter	NO BID	\$3,350.00
Price w/Transfer Case	NO BID	\$3,895.00
G. CHEVRULET		
6L80		
Transmission	\$3,995.00	\$2,495.00
Price w/o Converter	\$2,800.00	\$2,350.00
Price w/Transfer Case	\$5,900.00	\$2,795.00

ITEM #	DANA TRANS	DELTA
	d/b/a ACCORD	TRANSMISSIONS
	TRANSMISSION	
6L90		
Transmission	\$3,995.00	\$2,495.00
Price w/o Converter	\$2,800.00	\$2,350.00
Price w/Transfer Case	\$5,900.00	\$2,795.00
8L90		
Transmission	\$3,995.00	\$2,795.00
Price w/o Converter	\$2,800.00	\$2,650.00
Price w/Transfer Case	\$5,900.00	\$2,995.00
Allison MW7		
Transmission	NO BID	\$3,495.00
Price w/o Converter	NO BID	\$3,250.00
Price w/Transfer Case	NO BID	\$3,995.00
10L80		
Transmission	NO BID	\$2,795.00
Price w/o Converter	NO BID	\$2,650.00
Price w/Transfer Case	NO BID	\$2,995.00
10L1000		
Transmission	NO BID	\$2,995.00
Price w/o Converter	NO BID	\$2,850.00
Price w/Transfer Case	NO BID	\$3,295.00
6L50		
Transmission	\$3,995.00	\$2,495.00
Price w/o Converter	\$2,800.00	\$2,350.00
Price w/Transfer Case	\$5,900.00	\$2,790.00
8L45		
Transmission	\$3,995.00	\$2,795.00
Price w/o Converter	\$2,800.00	\$2,650.00
Price w/Transfer Case	\$5,900.00	\$2,990.00
H. TRANSMISSION SRV	\$49.95	\$45.00
I. TRANSFER CASE SRV	\$49.95	\$29.00

ITEM #	DANA TRANS	DELTA
	d/b/a ACCORD	TRANSMISSIONS
	TRANSMISSION	
J. HOURLY RATE TRANSMISSION	\$100.00	\$75.00
K. HOURLY RATE TRANDFER CASE	\$100.00	\$75.00
L. TOWING	\$100.00	\$0

s/repair of automobile & light duty
truck transmissions 2021 tab

NO: 2 LAYOUT SERVICE (TYPESETTER), PRINTING & DISTRIBUTION
OF RECREATION NEWS PUBLICATION

BID PRICE: Various Prices as per Bid Items A1 through 8
and B1 through 14

LOWEST RESPONSIBLE BIDDER: Indiana Printing & Publishing Co., Inc.

COMPETITIVE BID: Yes – Sept. 8, 2021 (1st Advertisement)
Sept. 29, 2021 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: A7020.4-4040

ANTICIPATED EXPENDITURE: \$70,000.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: Printing/distribution of Town of Islip's
Recreation News (3 issues).

PLEASE NOTE: This bid was advertised twice. The first advertisement
produced only one (1) responding bidder. The second advertisement
produced two (2) responding bidders.

WHEREAS, the Town solicited competitive bids for LAYOUT SERVICE (TYPESETTER),
PRINTING & DISTRIBUTION OF RECREATION NEWS PUBLICATION, CONTRACT #921-32; and

WHEREAS, the bid was advertised twice and opened on September 29, 2021; and

WHEREAS, Indiana Printing & Publishing Co., Inc., 775 Indian Springs Road, Indiana, PA
15701 submitted the lowest responsible bid; and

WHEREAS, Indiana Printing & Publishing Co., Inc. has been determined to be a
responsible bidder.

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

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to
Indiana Printing & Publishing Co., Inc. in the amount of various prices as per bid items #A1
through 8 and B1 through 14 until December 31, 2022 with the Town's option to renew for two
(2) additional years, expiring December 31, 2024 under the same terms and conditions.

Upon a vote being taken, the result was:

CONTRACT # 921-32

DATE: Sept. 29, 2021

11:00 A.M.

THIS TABULATION OF SEALED BIDS OPENED IN ACCORDANCE WITH SECTION 103 OF THE
GENERAL MUNICIPAL LAW FOR THE PURPOSE OF CONSIDERING THE AWARD OF A PURCHASE
CONTRACT FOR USE IN THE TOWN OF ISLIP.

BUDGET # A7020.4-4040 ESTIMATED AMOUNT \$70,000.00

(THIS BID WAS ADVERTISED TWICE)

INDIANA PRINTING & PUBLISHING 775 INDIAN SPRINGS RD INDIANA PA 15701	award - items #A1 through 8; B1 through 14 SEE ATTACHED SHEET
INNERWORKINGS 1440 BROADWAY NEW YORK NY 10018	
COURIER PRINTING CORP 24 LAUREL BANK AVE DEPOSIT NY 13754	
TOBAY PRINTING CO INC 1361 MARCONI BLVD COPIAGUE NY 11726	SEE ATTACHED SHEET

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.

COMMISSIONER T. OWENS CONCURS.

SIGNED BY:


MICHAEL RAND
DIRECTOR


BARBARA MALTESE
PRINCIPAL OFFICE ASSISTANT

LAYOUT SERVICE (TYPESETTER), PRINTING & DISTRIBUTION OF RECREATION NEWS PUBLICATION	INDIANA PRTING	TOBAY PRTING
CONTRACT #921-32		
ITEM #		
A. PRINTING/DISTR.REC. NEWS PUBL.		
1. 44 pages 7.75"x10.75" paper	\$177.49	\$241.23/m
44 pages 8.25"x10.75" paper	\$182.31	\$241.23/m
2. 48 pages 7.75"x10.75" paper	\$184.56	\$249.28/m
48 pages 8.25"x10.75" paper	\$191.64	\$249.28/m
3. 52 pages 7.75"x10.75" paper	\$208.72	\$258.10/m
52 pages 8.25"x10.75" paper	\$214.42	\$258.10/m
4. 56 pages 7.75"x10.75" paper	\$215.79	\$265.16/m
56 pages 8.25"x10.75" paper	\$221.93	\$265.16/m
5. 60 pages 7.75"x10.75" paper	\$222.86	\$274.20/m
60 pages 8.25"x10.75" paper	\$229.47	\$274.20/m
6. 64 pages 7.75"x10.75" paper	\$229.93	\$282.25/m
64 pages 8.25"x10.75" paper	\$236.95	\$282.25/m
7. 68 pages 7.75"x10.75" paper	\$237.39	\$310.23/m
68 pages 8.25"x10.75" paper	\$244.84	\$310.23/m
8. Each Additional Four (4) Pages	\$7.46	\$8.10/m
	\$7.91	\$8.10/m
B. LAYOUT SERVICE (TYPESETTER)		
1. Sixteen pages/plus cover	\$1,040.00	\$900.00
2. Twenty pages/plus cover	\$1,300.00	\$1,080.00
3. Twenty-four pages/plus cover	\$1,560.00	\$1,260.00
4. Twenty-eight pages/plus cover	\$1,820.00	\$1,440.00
5. Thirty-two pages/plus cover	\$2,080.00	\$1,620.00
6. Thirty-six pages/plus cover	\$2,340.00	\$1,800
7. Forty pages/plus cover	\$2,600.00	\$1,980
8. Forty-four pages/plus cover	\$2,860.00	\$2,160
9. Forty-eight pages/plus cover	\$3,120.00	\$2,340
10. Fifty-two pages/plus cover	\$3,380.00	\$2,520
11. Fifty-six pages/plus cover	\$3,640.00	\$2,700
12. Sixty pages/plus cover	\$3,900.00	\$2,880
13. Sixty-four pages/plus cover	\$4,160.00	\$3,060
14. Each Additional Four (4) Pages	\$260.00	\$45

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 6

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Option Year Resolutions.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Michael Rand

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

OPTION YEAR RESOLUTIONS
NOVEMBER 16, 2021

- | | | |
|----|---|---|
| 1. | REJECT GRAVEL | -Watrall Brothers, Inc. |
| 2. | AUTOMOTIVE HEATING & COOLING SYSTEMS | -Suffolk County Brake Service, Inc. |
| 3. | ARTS & CRAFTS, BOARD GAMES ETC. | -S&S Worldwide
-Lakeshore Equip. Co.
d/b/a Lakeshore Learning Mat'l |
| 4. | NUTRITION PROGRAM FOR THE ELDERLY | -784 8 th Street
d/b/a Zan's Restaurant Caterer |
| 5. | CHEVROLET, JEEP, DODGE RAM VEHICLE PARTS LIST | -Eagle Chevrolet |

NO: 1 REJECT GRAVEL

VENDOR: Watral Brothers, Inc.

OPTION: Second and final one (1) year period

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: Reject gravel is used for drainage projects.

NO: 2 AUTOMOTIVE HEATING & COOLING SYSTEM

VENDOR: Suffolk County Brake Service, Inc.

OPTION: Two (2) years

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To maintain Town owned vehicles.

NO: 3 ARTS & CRAFTS, BOARD GAMES, ETC.

VENDORS: S&S Worldwide
 Lakeshore Equip. Co.
 d/b/a Lakeshore Learning Mat'l

OPTION: First one (1) year period

ANTICIPATED EXPENDITURE: \$25,000.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: Supplies are used for Town of Islip
programs.

NO: 4 NUTRITION PROGRAM FOR THE ELDERLY

VENDOR: 784 8th Street, d/b/a Zan's Restaurant Caterer

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$1,063,723.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: Provides meals for both the congregate and
home delivered meal programs.

NO: 5 CHEVROLET, JEEP, DODGE RAM VEHICLE PARTS LIST

VENDOR: Eagle Chevrolet

OPTION: Two (2) years

ANTICIPATED EXPENDITURE: \$20,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To purchase vehicle parts for the above mentioned vehicles.

NO: 1 REJECT GRAVEL

VENDOR: Watral Brothers, Inc.

OPTION: Second and final one (1) year period

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: Reject gravel is used for drainage projects.

WHEREAS, by a Town Board resolution adopted December 18, 2018, Contract #918-145 for REJECT GRAVEL was awarded to Watral Brothers, Inc., 45 S 4th Street, Bay Shore, NY 11706, the lowest responsible bidder; and

WHEREAS, said contract was for a period of two (2) years with an option to renew for two (2) one (1) year extensions; and

WHEREAS, the Town Board exercised the first one (1) year option by Town Board resolution dated November 17, 2020; and

WHEREAS, the Commissioner of Public Works has recommended that the Town exercise the option to renew this contract for the second and final one (1) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorize the option to renew the contract with Watral Brothers, Inc. (Contract #918-156) for the second and final one (1) year period.

Upon a vote being taken, the result was:



TOWN OF ISLIP

OFFICE OF THE SUPERVISOR
Department of Purchase

401 MAIN STREET • ROOM 227 • ISLIP, NEW YORK 11751 • PHONE (631) 224-5515 • FAX: (631) 224-5517

Angie M. Carpenter, Supervisor

TO: Thomas Owens, Comm. Public Works
FROM: Barbara Maltese, Principal Office Assistant
DATE: October 7, 2021
RE: REJECT GRAVEL, #918-156

B. Maltese

The option year for the above mentioned contract is DECEMBER 18, 2021. Please indicate below your intentions:

We agree with extending the referenced contract

We do not wish to extend this contract

We request that the service/commodity be re-bid

SIGNED

[Signature]

WHEREAS, by a Town Board resolution adopted December 18, 2018, Contract #918-156 for REJECT GRAVEL was awarded to Watral Brothers, Inc., 45 S 4th Street, Bay Shore, NY 11706, the lowest responsible bidder; and

WHEREAS, said contract was for a period of two (2) years with an option to renew for two (2) one (1) year extensions; and

WHEREAS, the Commissioner of Public works has recommended that the Town exercise the option to renew this contract for the first one (1) year extension.

NOW, THEREFORE, on a motion of Council James P. O'Connor
seconded by Council Trish Bergin, be it

RESOLVED, that the Town Board of the Town of Islip hereby authorize to exercise the option to renew the contract with Watral Brothers, Inc. (Contract #918-156) for the first one (1) year period.

Upon a vote being taken, the result was: carried 5-0

NO: 2 AUTOMOTIVE HEATING & COOLING SYSTEM

VENDOR: Suffolk County Brake Service, Inc.

OPTION: Two (2) years

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To maintain Town owned vehicles.

WHEREAS, by a Town Board resolution adopted January 12, 2021, Contract #1120-103 for AUTOMOTIVE HEATING & COOLING SYSTEMS was awarded to Suffolk County Brake Service, Inc., 862 Lincoln Ave., Bohemia, NY 11716, the lowest responsible bidder; and

WHEREAS, said contract was for a period of one (1) year from date of award, with an option to renew for two (2) additional year, under the same terms and conditions; and

WHEREAS, the Commissioner of Public Works has recommended that the Town exercise the option to renew this contract for the two (2) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorizes to exercise the option to renew the contract with Suffolk County Brake Service, Inc. (Contract #1120-103) for the two (2) year period.

Upon a vote being taken, the result was:



TOWN OF ISLIP OFFICE OF THE SUPERVISOR
Department of Purchase

401 MAIN STREET • ROOM 227 • ISLIP, NEW YORK 11751 • PHONE (631) 224-5515 • FAX: (631) 224-5517

Angie M. Carpenter, Supervisor

TO: Thomas Owens, Comm. Public Works
FROM: Barbara Maltese, Principal Office Assistant *B. Maltese*
DATE: October 7, 2021
RE: AUTOMOTIVE HEATING & COOLING SYSTEMS #1120-103

The option year for the above mentioned contract is JANUARY 12, 2022. Please indicate below your intentions:

We agree with extending the referenced contract

We do not wish to extend this contract

We request that the service/commodity be re-bid

SIGNED

WHEREAS, the Town solicited competitive bids for the purchase of AUTOMOTIVE HEATING & COOLING SYSTEMS, CONTRACT #1120-103; and

WHEREAS, on November 18, 2020 sealed bids were opened and Suffolk County Brake Service, Inc., 862 Lincoln Ave., Bohemia, NY 11716 submitted the apparent low dollar bid; and

WHEREAS, Suffolk County Brake Service, Inc. has been determined to be a responsible bidder.

NOW, THEREFORE, on a motion of Councilperson Trish Bergin seconded by Councilperson Mary Kate Mullen, be it,

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to In the amount of: A. Radiator/Ht. Coils 1. 35%/disc. (parts), 2. \$79/hr. (labor); B. Air Conditioning 1. 35%/disc. (parts), 2. \$79/hr. (labor) for one (1) year from date of award with the Town's option to renew for two (2) additional years under the same terms and conditions.

Upon a vote being taken, the result was: carried 5-0

NO: 3 ARTS & CRAFTS, BOARD GAMES, ETC.

VENDORS: S&S Worldwide
 Lakeshore Equip. Co.
 d/b/a Lakeshore Learning Mat'l

OPTION: First one (1) year period

ANTICIPATED EXPENDITURE: \$25,000.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: Supplies are used for Town of Islip
programs.

WHEREAS, by a Town Board resolution adopted December 15, 2020, Contract #1120-47 for ARTS & CRAFTS, BOARD GAMES, ETC. was awarded to S&S Worldwide, 75 Mill Street, Colchester, CT 06415 and Lakeshore Equip. Co., d/b/a Lakeshore Learning Mat'l, 2695 E. Dominguez St., Carson CA 90895, the lowest responsible bidders as follows:

S&S Worldwide – items #1-17,19-29,31-53,55-62,67,70,72-84,86,87,89-95,
97-122,124-127,131,132,134,138-151,154-157,159-162,164-166
Disc. 21%

Lakeshore Equip. Co., d/b/a Lakeshore Learning Mat'l – items #128,152,158, Disc. 7.5%

WHEREAS, said contract was for a period of one (1) year with an option to renew for two (2) one (1) year periods; and

WHEREAS, the Commissioner of Parks, Recreation & Cultural Affairs has recommended that the Town exercise the option to renew this contract for the first one (1) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorize the option to renew the contract with S&S Worldwide and Lakeshore Equip. Co., d/b/a Lakeshore Learning Mat'l (Contract #1120-47) for the first one (1) year period.

Upon a vote being taken, the result was:



TOWN OF ISLIP OFFICE OF THE SUPERVISOR
Department of Purchase

401 MAIN STREET • ROOM 227 • ISLIP, NEW YORK 11751 • PHONE (631) 224-5515 • FAX: (631) 224-5517

Angie M. Carpenter, Supervisor

TO: Thomas Owens, Comm. Parks, Recreation & Cultural Affairs
FROM: Barbara Maltese, Principal Office Assistant
DATE: October 7, 2021
RE: ARTS & CRAFTS, BOARD GAMES ETC. #1120-47

Barbara Maltese

The option year for the above mentioned contract is DECEMBER 15, 2021. Please indicate below your intentions:

We agree with extending the referenced contract

We do not wish to extend this contract

We request that the service/commodity be re-bid

SIGNED

[Handwritten Signature]

WHEREAS, the Town solicited competitive bids for the purchase of ARTS & CRAFTS, BOARD GAMES, ETC., CONTRACT #1120-47; and

WHEREAS, on October 21, 2020 sealed bids were opened and S&S Worldwide, 75 Mill Street, Colchester, CT 06415 and Lakeshore Equip. Co., d/b/a Lakeshore Learning Mat'l, 2695 E. Dominguez St., Carson, CA 90895 submitted the apparent low dollar bids; and

WHEREAS, S&S Worldwide and Lakeshore Equip. Co., d/b/a Lakeshore Learning Mat'l have been determined to be responsible bidders.

NOW, THEREFORE, on a motion of Council James P. O'Connor seconded by Council John C. Cochrane, Jr, be it,

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to the following bidders as per the following bid items:

S & S Worldwide – items #1-17,19-29,31-53,55-62,67,70,72-84,86,87,89-95,
97-122,124-127,131,132,134,138-151,154-157,159-162,164-166
Disc. 21%

Lakeshore Equip. Co., d/b/a Lakeshore Learning Mat'l – items #128,152,158, Disc. 7.5%

For one (1) year from date of award with the Town's option to renew for two (2) one (1) year periods under the same terms and conditions.

Upon a vote being taken, the result was: 5-0

NO: 4 NUTRITION PROGRAM FOR THE ELDERLY

VENDOR: 784 8th Street, d/b/a Zan's Restaurant Caterer

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$1,063,723.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: Provides meals for both the congregate and home delivered meal programs.

WHEREAS, by a Town Board resolution adopted December 15, 2020, Contract #1020-191 for the NUTRITION PROGRAM FOR THE ELDERLY was awarded to 784 8th Street, d/b/a Zan's Restaurant Caterer, 135 Alexander Ave., Lake Grove, NY 11755, the lowest responsible bidder; and

WHEREAS, said contract was for the period of January 1, 2021 to December 31, 2021 with an option to renew for one (1) additional year, under the same terms and conditions; and

WHEREAS, the Commissioner of Parks, Recreation & Cultural Affairs has recommended that the Town exercise the option to renew this contract for the one (1) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorize to exercise the option to renew the contract with 784 8th Street, d/b/a Zan's Restaurant Caterer (Contract #1020-191) for the one (1) year period.

Upon a vote being taken, the result was:



TOWN OF ISLIP OFFICE OF THE SUPERVISOR
Department of Purchase

401 MAIN STREET • ROOM 227 • ISLIP, NEW YORK 11751 • PHONE (631) 224-5515 • FAX: (631) 224-5517

Angie M. Carpenter, Supervisor

TO: Thomas Owens, Comm. Parks, Recreation & Cultural Affairs
FROM: Barbara Maltese, Principal Office Assistant 
DATE: October 7, 2021
RE: NUTRITION PROGRAM FOR THE ELDERLY #1020-191

The option year for the above mentioned contract is DECEMBER 31, 2021. Please indicate below your intentions:

We agree with extending the referenced contract



We do not wish to extend this contract



We request that the service/commodity be re-bid



SIGNED

A large, stylized handwritten signature is written over a horizontal line.

WHEREAS, the Town solicited competitive bid for the NUTRITION PROGRAM FOR THE ELDERLY, CONTRACT #1020-191; and

WHEREAS, the bid was advertised twice and opened on October 28, 2020; and

WHEREAS, 784 8th Street, d/b/a Zan's Restaurant Caterer, 135 Alexander Ave., Lake Grove, NY 11755 submitted the only bid for this contract; and

WHEREAS, 748 8th Street, d/b/a Zan's Restaurant Caterer has been determined to be a responsible bidder.

NOW, THEREFORE, on a motion of Council James P. O'Connor seconded by Council John C. Cochran Jr. be it,

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to 784 8th Street, d/b/a Zan's Restaurant Catered in the amount of: A. \$4.84/meal (Congregate Meal); B. \$4.88/meal (Home-Delivered Meal) for the term of January 1, 2021 – December 31, 2021 with an option to renew for one (1) additional year under the same terms and conditions.

Upon a vote being taken, the result was: 5-0

NO: 5 CHEVROLET, JEEP, DODGE RAM VEHICLE PARTS LIST

VENDOR: Eagle Chevrolet

OPTION: Two (2) years

ANTICIPATED EXPENDITURE: \$20,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To purchase vehicle parts for the above mentioned vehicles.

WHEREAS, by a Town Board resolution adopted December 15, 2020, Contract #1120-92 for CHEVROLET, JEEP, DODGE RAM VEHICLE PARTS LIST was awarded to Eagle Chevrolet, 1330 Old Country Road, Riverhead, NY 11901, the lowest responsible bidder; and

WHEREAS, said contract was for a period of one (1) year from date of award, with an option to renew for two (2) additional years, under the same terms and conditions; and

WHEREAS, the Commissioner of Public Works has recommended that the Town exercise the option to renew this contract for the two (2) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorizes to exercise the option to renew the contract with Eagle Chevrolet (Contract #1120-92) for the two (2) year period.

Upon a vote being taken, the result was:



TOWN OF ISLIP

OFFICE OF THE SUPERVISOR
Department of Purchase

401 MAIN STREET • ROOM 227 • ISLIP, NEW YORK 11751 • PHONE (631) 224-5515 • FAX: (631) 224-5517

Angie M. Carpenter, Supervisor

TO: Thomas Owens, Comm. Public Works

FROM: Barbara Maltese, Principal Office Assistant

DATE: October 7, 2021

RE: CHEVROLET, JEEP, DODGE RAM VEHICLE PARTS PRICE LIST #1120-92

B. Maltese

The option year for the above mentioned contract is DECEMBER 15, 2021. Please indicate below your intentions:

We agree with extending the referenced contract

We do not wish to extend this contract

We request that the service/commodity be re-bid

SIGNED

A large, stylized handwritten signature in black ink, written over a horizontal line.

WHEREAS, the Town solicited competitive bids for the purchase of CHEVROLET, JEEP, DODGE RAM VEHICLE PARTS PRICE LIST, CONTRACT #1120-92; and

WHEREAS, the bid was advertised twice and opened on November 12, 2020; and

WHEREAS, Eagle Chevrolet, 1330 Old Country Rd., Riverhead, NY 11901 submitted the only bid for this contract; and

WHEREAS, Eagle Chevrolet has been determined to be a responsible bidder.

NOW, THEREFORE, on a motion of Council James P. O'Connor seconded by Council John C. Cochrane, Jr., be it,

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to Eagle Chevrolet in the amount of: A.1. 36%/disc. (parts); A.2. \$120.00/hr. (labor); B. NO BID; C. NO BID for one (1) year from date of award with the Town's option to renew the two (2) additional years under the same terms and conditions.

Upon a vote being taken, the result was: 5-0

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 7

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Town Clerk to advertise for a Public Hearing to
consider amending the Town of Islip Uniform Traffic Code.**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Peter Kletchka

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

The attached resolution lists various traffic control devices recommended by the Traffic Safety Division.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Residents of the Town of Islip
2. Site or location effected by resolution: Various Locations
3. Cost: N/A
4. Budget Line: N/A
5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

Type 1 action under 6 NYCRR, Section 617.4(b), number _____ . Full EAF required.

Type 2 action under 6 NYCRR, Section 617.5(c), number 22 _____ . SEQR review complete.

Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.



Signature of Commissioner/Department Head Sponsor

10/26/21

Date

On a motion of Councilperson _____, seconded by
Councilperson _____ be it

RESOLVED, that the Town Clerk be and is hereby authorized to advertise for Public
Hearing to consider amending the Uniform Code of Traffic Ordinances for the Town of Islip as
follows:

**SCHEDULE G
STOP AND YIELD INTERSECTIONS
AMEND TO READ**

INTERSECTION	SIGN	CONTROLLING TRAFFIC
Madison Avenue at Oak Street (BWD)	Stop	East/West on Oak Street; <u>North/South on Madison Avenue</u>

**SCHEDULE G
STOP AND YIELD INTERSECTIONS
ADD**

INTERSECTION	SIGN	CONTROLLING TRAFFIC
Sixth Street at Third Avenue (BWD)	Stop	South on Sixth Street

**SCHEDULE J
PARKING, STOPPING AND STANDING REGULATIONS
ADD**

LOCATION	REGULATION	HOURS/DAYS
Ocean Avenue/West From Gibson Street to Linden Place (BSR)	No parking	April 15 th to October 15 th

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: MADISON AVENUE AT OAK STREET, BRENTWOOD

REGULATION: Existing – Stop signs control traffic east/west on Oak Street

REQUESTED BY: Resident

RECOMMENDATION: To make this intersection an all-way stop by placing stop signs north/south on Madison Avenue

BRIEF JUSTIFICATION: Federal MUTCD warrants met for installation of all-way stop to correct history of right angle accidents

LOCATION: SIXTH STREET AT THIRD AVENUE, BRENTWOOD

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Install a stop sign to control traffic south on Sixth Street

BRIEF JUSTIFICATION: Side street stop sign at uncontrolled intersection

LOCATION: OCEAN AVENUE/WEST, BAY SHORE

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Restrict parking from April 15th to October 15th from Gibson Street to Linden Place

BRIEF JUSTIFICATION: Address seasonal parking

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 8

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Appropriation Transfers.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

TOWN OF ISLIP
Resolution Authorizing Appropriation Transfers

Resolution prepared on September 21, 2021 for Parks, Recreation and Cultural Affairs approved by Commissioner/Department Head Thomas Owens and Comptroller _____ : at the Town Board Meeting on 11/16/21, on a motion by Councilperson _____, seconded by Councilperson _____, it was RESOLVED that the Comptroller is authorized to make the transfer(s) listed below:

Increase			Decrease		
Account Title	Account Number	Amount	Account Title	Account Number	Amount
Part Time Summer	A.7180.19650	\$ 68,000.00	Part Time Summer	A.7030.19991	\$ 5,000.00
			Part Time Regular	A.7030.19990	\$ 5,000.00
			Part Time Summer	A.7032.19991	\$ 58,000.00

\$ 68,000.00

\$ 68,000.00

Justification: Adjustments to cover negative lines associated with Summer programming

Upon a vote being taken, the result was _____
 Comptroller

Date _____

DISTRIBUTION

Town Clerk

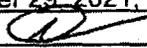
Department Head

COMPTROLLER'S USE ONLY

Journal Entry Number _____

This form is required (effective 1/1/81) for both the processing of appropriation transfers requiring Town Board Resolution and those not requiring Town Board Resolution.

TOWN OF ISLIP
Resolution Authorizing Appropriation Transfers

Resolution prepared on October 29, 2021, for (department) Youth Bureau approved by Commissioner/Department Head (print name & sign) Tim Mare  and Comptroller _____ : at the Town Board Meeting on (date) _____, on a motion by Councilperson _____, seconded by Councilperson _____, it was RESOLVED that the Comptroller is authorized to make the transfer(s) listed below:

<u>Account Title</u>	<u>Increase Account Number</u>	<u>Amount</u>	<u>Account Title</u>	<u>Increase Account Number</u>	<u>Amount</u>
YES Contracts	A.3840.08	1,559,250.00	YES Contracts	A 7311.44905	1,559,250.00

Total 1,559,250.00

Total 1,559,250.00

Justification:

These funds are to augment exiting programs and are required for processing payroll to the end on 2021. See attached memo and Award letter to the mentioned grant for explanation.

Upon a vote being taken, the result was _____.

Date _____.

DISTRIBUTION

Town Clerk _____ Comptroller _____ Department Head _____

COMPTROLLER'S USE ONLY

Journal Entry Number _____

Youth Bureau

Memo

To: Joseph Ludwig, Comptroller

From: Tim Mare Executive Director, Town of Islip Youth Bureau 

cc: Maria Lazarakis, Youth Bureau Budget Assistant

Date: October 29, 2021

Re: Appropriation Transfer to Increase West Islip YES Contracts

It has been deemed necessary at this time to increase the West Islip YES/Contracts budget line (Revenue Account A.03840.08 and Appropriation Account A.7311.44905) by \$1,559,250 to augment existing programs and process payroll to the end of this year 2021 for the following grants:

- Project Hope Crisis Counseling for COVID-19 pandemic - \$1,559,250

This request will increase the total appropriation line from \$2,096,650 to \$3,655,900. Attached to this memo please find award letters which validate all above mentioned grant amounts. The above grant amounts total \$3,655,900.

If you have any questions or concerns, or if you are in need of further information please do not hesitate to reach out to the Youth Bureau.

Tim Mare
Youth Bureau Executive Director

Subaward Agreement

Project Hope
2021

Institution/Organization ("INSTITUTION") Name: Research Foundation for Mental Hygiene, Inc. Address: Riverview Center 150 Broadway, Suite 301 Menands, New York, 12204-2726	Institution/Organization ("SUBRECIPIENT") Name: West Islip Youth Enrichment Services, Inc. Address: PO Box 105 West Islip, NY 11795 EIN No.: 11-2832268 DUNS No.: 78-238-9829
Prime Award No. 1 H707SM63766 01 FAIN No. H707SI7083766 Awarding Agency SAMHSA Subaward Period of Performance 07/17/2020-03/19/2021	CFDA No. 93.902 For RFMH Use Only: <input type="checkbox"/> New P.O. # _____ <input type="checkbox"/> Change P.O. # _____ Total to be encumbered: _____ Subaward first \$25,000 _____ Subaward above \$25,000 _____
Org. 550 CO DMH PTA 1016580/1/27630 Institution Principal Investigator Steven Moskowitz	Subrecipient Principal Investigator:
Project Title COVID-19 Crisis Counseling	
Terms and Conditions	
1) Institution hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of Institution. When hiring employees or engaging consultants, Subrecipient shall not incur a commitment to pay, nor shall it pay, individuals who are Research Foundation or New York State Department of Mental Hygiene (DMH) employees without prior approval from Institution. 2) Institution shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Institution's standard invoice or a facsimile thereof as shown in Attachment 7. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A. 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Institution's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report. 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Subrecipient. 5) Matters concerning the performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Reports are required as shown in Attachment 1. 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B. 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law. Subrecipient warrants that it presently maintains general liability and professional liability coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and agrees to maintain such coverage in effect throughout the term of this agreement. Each party agrees to provide each other with current certificates of insurance upon request. 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Institution shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR Part 200, or 45 CFR Part 74 Appendix E, Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable. 9) The Subaward is subject to the terms and conditions of the Prime Award as noted in Attachment 6, and other special terms and conditions, as identified in Attachments 1 and 2. 10) By signing below Subrecipient makes the certifications and assurances referenced in Attachments 1 and 2. 11) This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.	
By an Authorized Official of INSTITUTION: _____ Robert E. Burke, Managing Director	By an Authorized Official of SUBRECIPIENT: MaryAnn Pfeiffer <small>Executive Director West Islip Youth Enrichment Services, Inc.</small> _____ West Islip Youth Enrichment Services, Inc.
_____ Date	11/30/20 _____ Date

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Project
Hope
2021

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Project Hope is a FEMA funded Crisis Counseling Program (CCP) designed to provide emotional support and assistance to individuals adversely affected by the COVID-19 pandemic. The CCP program plan is to provide direct crisis counseling services through contracted provider agencies in 12 counties across New York including the five boroughs of New York City, the Long Island Counties of Nassau and Suffolk, and the upstate counties of Westchester, Rockland, Dutchess, Orange, and Erie.

Local program providers will work to assist individuals and communities in recovering from the effects of COVID-19 through the provision of community-based outreach and psycho-educational services, utilizing short-term interventions that involve assisting those affected in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that will help in their return to a pre-event level of function.

This contract is currently funded in the amount on the first page. An approved detailed budget will be sent by OMH.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied	<input type="text" value="0"/> %	Cost Sharing	<input type="text" value="No"/>
Rate Type:	<input type="text" value="Other (add in blank box)"/>	If Yes, include Amount: \$	<input type="text"/>

Budget Details

Below Attached, pages

Budget Totals

Direct Costs	\$	<input type="text" value="1,559,250.00"/>
Indirect Costs	\$	<input type="text" value="0.00"/>
Total Costs	\$	<input type="text" value="1,559,250.00"/>

All amounts are in United States Dollars

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 9

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute a renewal to the agreement with CALE America, Inc. to provide service and maintenance for the parking management program.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Joseph Ludwig

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Resolution is needed to extend the contract with CALE America, Inc to provide service and maintenance for the parking meter program as well as providing "back office" support.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town
 2. Site or location effected by resolution: _____
 3. Cost: To be determined based on need.
 4. Budget Line: A.1670.43910, A.1670.45020
 5. Amount and source of outside funding: _____
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-

Signature of Commissioner/Department Head Sponsor

10/5/21
Date

WHEREAS, on February 11, 2014, the Town Board authorized the Supervisor to enter into an Agreement with Cale America, Inc., 13808 Monroes Business Park, Tampa, Florida 33635, to provide a Multi-Space Parking Management Program and related work; and

WHEREAS, the original term for said Agreement was from the date of execution, October 20, 2014, to October 20, 2019, with the Town's option to renew for five (5) one-year extension periods; and

WHEREAS, on February 9, 2021, Town Board exercised the option to renew this Agreement for the second one-year extension to October 20, 2021; and

WHEREAS, the Comptroller's Office hereby recommends that the Town exercise its option to renew the Agreement for the third one-year extension period through October 20, 2022, to continue providing parts and software maintenance; and

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

RESOLVED, that the Town Board of the Town of Islip hereby exercises the Town's option to renew its Agreement for the third one-year extension from October 20, 2021 to October 20, 2022; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute any and all documents necessary for the renewal of the Agreement, if any, the form and content of which shall be subject to the approval of the Town Attorney, and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the Agreement.

Upon a vote being taken, the result was



January 7, 2021

Town of Islip
401 E Main St
Islip, NY 11751

To Whom It May Concern

This letter serves as confirmation that Cale America Inc dba Flowbird Inc is the Sole Source Provider of our Multi-Space Parking Meters. This includes the Cale Web Office BackOffice System as well as the physical equipment and its replacement parts.

Please feel free to reach out to me with any other questions.

Regards,

A handwritten signature in black ink, appearing to read "Sean Renn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sean Renn
Vice President Marketing
Flowbird Inc.
Sean.Renn@flowbird.group
856-234-8000 ext. 395

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 10

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Tax Receiver to deposit and secure all monies received by her office for the 2020/2021 tax year in interest bearing accounts to several banks.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Linda Mistler

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Town Board approval to deposit and secure all monies in J.P. Morgan Chase, Valley National Bank and HSBC received by the Receiver of Taxes for the 2020/2021 tax year in interest.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: Office of the Tax Receiver
 3. Cost: N/A
 4. Budget Line: _____
 5. Amount and source of outside funding: _____
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____ . Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26 . SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-

Linda L. Moten
Signature of Commissioner/Department Head Sponsor

10/4/21
Date

WHEREAS, Town Law 64(1) provides that the Town Board of every town shall designate the depositories in which the Tax Receiver shall deposit and secure all monies coming into her hands by virtue of her office; and

WHEREAS, the Town of Islip Receiver of Taxes (“Tax Receiver”) has requested the designation of certain banks, all situated within the Town of Islip, as depositories in which the Tax Receiver may deposit and secure all monies received by her office for the 2021/2022 tax year (December 1, 2021 – November 30, 2022);

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

RESOLVED, that pursuant to Town Law 64(1), the Tax Receiver is hereby authorized to deposit and secure all monies received by her office for the 2020/21 tax year in interest bearing accounts at the following banks:

J.P. Morgan Chase	556 Main Street Islip, NY 11751
Valley National Bank	4250 Veterans Memorial Hwy. Holbrook, NY 11741
HSBC	430 E. Main Street Bay Shore, NY 11706

UPON A VOTE BEING TAKEN, the result was _____.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 11

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Town Board approval to accept a drainage easement in favor of the
Town of Islip in connection with the premises located at 1060 Walnut
Avenue, Bohemia.**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Christopher Poelker

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To consider the adoption of a resolution accepting an easement in favor of the Town of Islip, their successor or assigns, to allow the connection to, installation and maintenance of a single leaching pool and appurtenances, through and under property owner by 880 Church St Corp, premises located at 1060 Walnut Ave, Bohemia, NY, 11716 (SCTMN: 0500-212.00-03.00-032.003) for drainage purposes. The grantor shall be fully responsible for its installation. Maintenance is agreed upon by the Town of Islip.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: 1060 Walnut Ave, Bohemia
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 23. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/29/21

Date

November 16, 2021

WHEREAS, a minor subdivision was approved to create 1060 Walnut Avenue, Bohemia, NY, 11716, on a parcel designated on the Suffolk County Tax Map as District 0500 Section 212.00 Block 03.00 Lot 032.003 and owned by 880 Church St Corp, and

WHEREAS, Walnut Avenue has existing subsurface utilities in the Right of Way that will not allow the installation of functioning facilities for road drainage; and

WHEREAS, in order to drain storm water runoff in the Right of Way fronting the above mentioned parcel, 880 Church St Corp, has granted an easement to the Town of Islip through and under portions of said property to be used for drainage purposes, further described and shown in the attached Schedule "A" & "B"; and

WHEREAS, it is to the benefit of the Town of Islip, that the required drainage system is allowed to be installed, by 880 Church St Corp, and maintained by the Town of Islip, within said area of 1060 Walnut Avenue, Bohemia, based upon assurances that they and their successors and/or assigns will restore the area wherein the drainage easement and its appurtenances are to be located, to its condition prior to the installation and/or maintenance of said drainage; and

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

RESOLVED, that the aforementioned easement is hereby accepted and the Town Attorney be and he hereby is directed to take the necessary steps to record the easement in the Office of the Suffolk County Clerk.

Upon a vote being taken, the result was:

✓ Schedule "A"

Drainage Easement Description:

Description of property situated at Bohemia, Township of Islip, County of Suffolk, State of New York. Being designated as an Drainage Easement Area to the Town of Islip and know as a Portion of Parcel (3) as Laid out on a Minor Subdivision "Ken Sorrell Lots" Being further bounded and described as follows;

BEGINNING at a point on the Westerly side of Walnut Avenue a distance of 207.28 ft. Southerly from the corner formed by the Westerly side of Walnut Avenue and the Southerly side of Church Street.

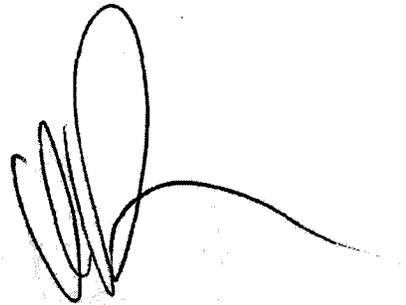
RUNNING THENCE; SOUTH 03 DEGREES 27 MINUTES 00 SECONDS WEST a distance of 15.0 ft. to a point.

THENCE; NORTH 86 DEGREES 35 MINUTES 30 SECONDS WEST a distance of 16.0 ft. to a point.

THENCE; NORTH 03 DEGREES 27 MINUTES 00 SECONDS EAST a distance of 15.0 ft. to a point

THENCE; SOUTH 86 DEGREES 35 MINUTES 30 SECONDS EAST a distance of 16.0 ft.

to the POINT AND PLACE OF BEGINNING.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Schedule "B"

SURVEY OF PROPERTY
 LOCATED AT; BOHEMIA, TOWN OF
 ISLIP, SUFFOLK CO., N.Y.
 LOTS; INCLUSIVE
 MAP OF; DESCRIBED PROPERTY
 SCALE 1"=40'

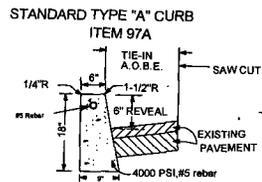
S.C.T.M. 0500-212-03-032.003

PARCEL (3)=20,158.2 sq.ft.
 Res."AA" Zone -NEW CONST.

ELEVATIONS IN NAV1988 DATUM

CERTIFY TO:

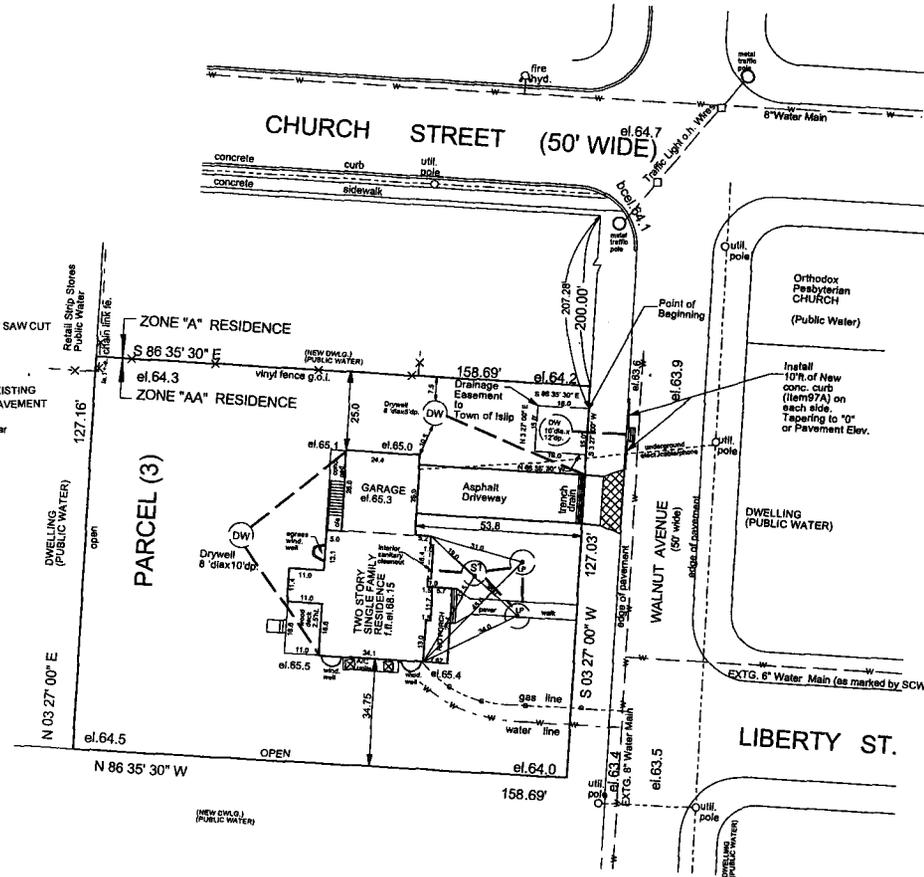
- Contour Mortgage Corp.
- Stewart Title Insurance Company
- Primary Land Services
- Joseph Sampson
- Gena D'Ambrosio



L1 SOIL TESTING INC. TEST HOLE 3/2/2021

DARK BROWN LOAM (OL)	1.0
MEDIUM BROWN (SP) FINE SAND	3.0
YELLOWISH BROWN FINE TO COARSE SAND (SW) WITH 15% FINE TO MEDIUM GRAVEL	8.0
PALE BROWN FINE (SW) TO COARSE SAND	17.5

NOTE: NO WATER ENCOUNTERED



- REV.10-20-21
- FINAL REV.(Add Certs.) 10-12-2021
- FINAL SURVEY 9-29-2021
- FINAL SEPTIC 7-20-2021
- Planning Checklist REV.3-25-2021
- REV.3-17-2021
- REV.2-18-2021
- REV.1-19-2021
- REV.1-28-2020
- REV.1-27-2020
- REV.1-23-2020
- REV.1-17-2020

FILE # 53444

WILLIAM R. SIMMONS, 3RD., L.S.P.C.		
128 CARLETON AVENUE, EAST ISLIP, NY, 11730		
PH.(631)581-1688 FX.(631) 581-1691		
DATE: 03/11/2019	SCALE: 1" = 40'	DRAWN BY: T.C.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 12

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Town Board approval to accept a drainage easement in favor of the
Town of Islip in regards to the property located at 1056 Walnut Avenue,
Bohemia.**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Christopher Poelker

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To consider the adoption of a resolution accepting an easement in favor of the Town of Islip, their successor or assigns, to allow the connection to, installation and maintenance of a single leaching pool and appurtenances, through and under property owner by 880 Church St Corp, premises located at 1056 Walnut Ave, Bohemia, NY, 11716 (SCTMN: 0500-212.00-03.00-041.003) for drainage purposes. The grantor shall be fully responsible for its installation. Maintenance is agreed upon by the Town of Islip.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: 1056 Walnut Ave, Bohemia
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 23. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/29/21

Date

November 16, 2021

WHEREAS, a minor subdivision was approved to create 1056 Walnut Avenue, Bohemia, NY, 11716, on a parcel designated on the Suffolk County Tax Map as District 0500 Section 212.00 Block 03.00 Lot 041.003 and owned by 880 Church St Corp, and

WHEREAS, Walnut Avenue has existing subsurface utilities in the Right of Way that will not allow the installation of functioning facilities for road drainage; and

WHEREAS, in order to drain storm water runoff in the Right of Way fronting the above mentioned parcel, 880 Church St Corp, has granted an easement to the Town of Islip through and under portions of said property to be used for drainage purposes, further described and shown in the attached Schedule "A" & "B"; and

WHEREAS, it is to the benefit of the Town of Islip, that the required drainage system is allowed to be installed, by 880 Church St Corp, and maintained by the Town of Islip, within said area of 1056 Walnut Avenue, Bohemia, based upon assurances that they and their successors and/or assigns will restore the area wherein the drainage easement and its appurtenances are to be located, to its condition prior to the installation and/or maintenance of said drainage; and

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

RESOLVED, that the aforementioned easement is hereby accepted and the Town Attorney be and he hereby is directed to take the necessary steps to record the easement in the Office of the Suffolk County Clerk.

Upon a vote being taken, the result was:

Schedule "A"

Drainage Easement Description:

Description of property situated at Bohemia, Township of Islip, County of Suffolk, State of New York. Being designated as an Drainage Easement Area to the Town of Islip and know as a Portion of Parcel (4) as Laid out on a Minor Subdivision "Ken Sorrell Lots" Being further bounded and described as follows;

BEGINNING at a point on the Westerly side of Walnut Avenue a distance of 367.39 ft. Southerly from the corner formed by the Westerly side of Walnut Avenue and the Southerly side of Church Street.

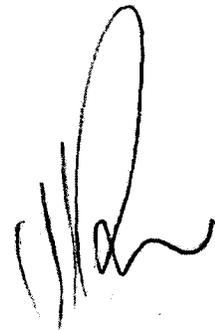
RUNNING THENCE; SOUTH 03 DEGREES 27 MINUTES 00 SECONDS WEST a distance of 15.0 ft. to a point.

THENCE; NORTH 86 DEGREES 38 MINUTES 20 SECONDS WEST a distance of 17.0 ft. to a point.

THENCE; NORTH 03 DEGREES 27 MINUTES 00 SECONDS EAST a distance of 15.0 ft. to a point

THENCE; SOUTH 86 DEGREES 38 MINUTES 20 SECONDS EAST a distance of 17.0 ft.

to the POINT AND PLACE OF BEGINNING.

A handwritten signature in black ink, appearing to be 'W. Sorrell', is located on the right side of the page.

Schedule "B"

SURVEY OF PROPERTY
 LOCATED AT; BOHEMIA, TOWN OF
 ISLIP, SUFFOLK CO., N.Y.
 LOTS; INCLUSIVE
 MAP OF; DESCRIBED PROPERTY
 SCALE 1"=40'

S.C.T.M. 0500-212-03-41.3

PARCEL (4)=33,379 sq.ft.

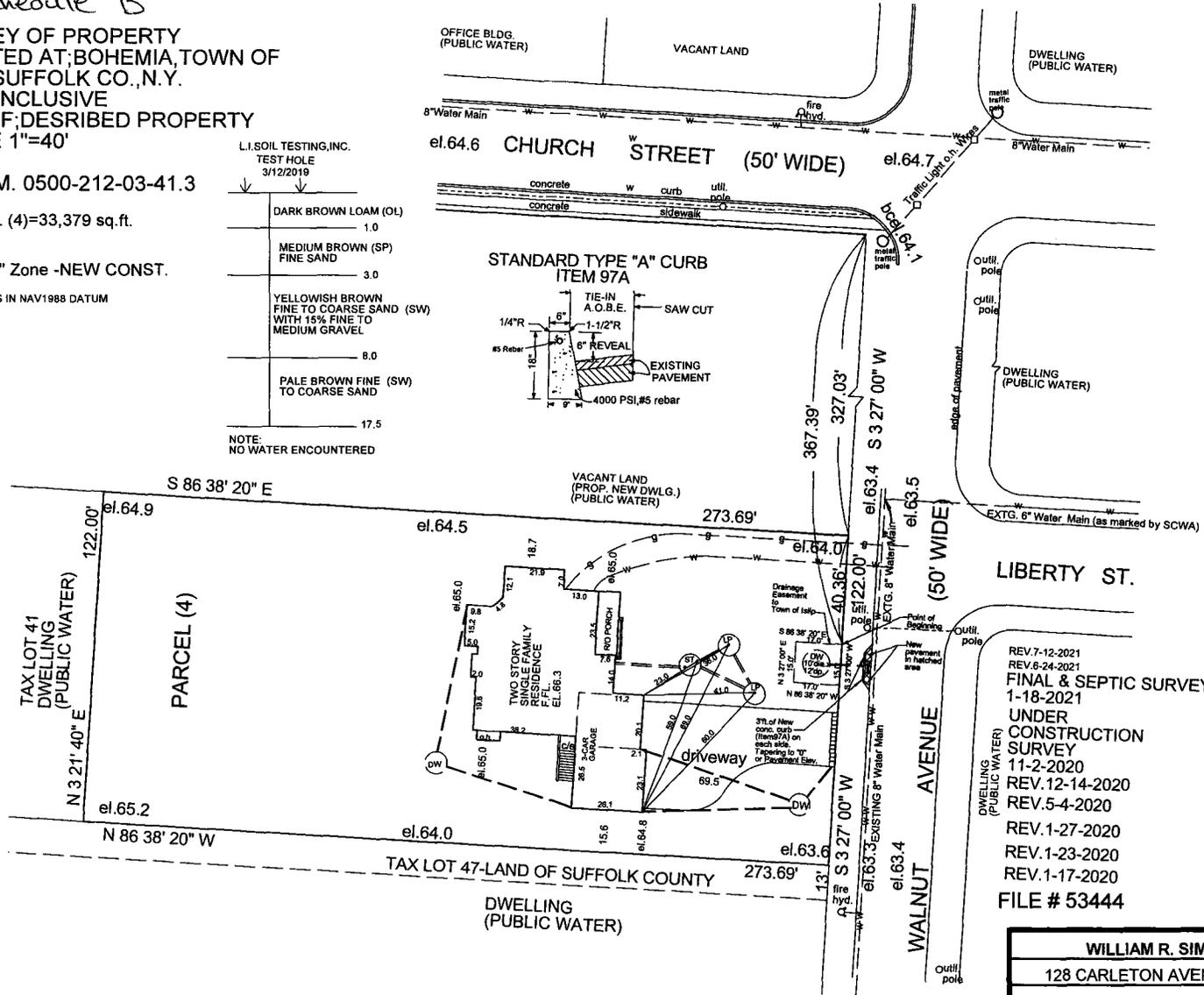
Res. "AA" Zone -NEW CONST.

ELEVATIONS IN NAV1988 DATUM

L.I. SOIL TESTING, INC.
 TEST HOLE
 3/12/2019

1.0	DARK BROWN LOAM (OL)
3.0	MEDIUM BROWN (SP) FINE SAND
8.0	YELLOWISH BROWN FINE TO COARSE SAND (SW) WITH 15% FINE TO MEDIUM GRAVEL
17.5	PALE BROWN FINE TO COARSE SAND (SW)

NOTE:
 NO WATER ENCOUNTERED



REV. 7-12-2021
 REV. 6-24-2021
FINAL & SEPTIC SURVEY
 1-18-2021
 UNDER
 CONSTRUCTION
 SURVEY
 11-2-2020
 REV. 12-14-2020
 REV. 5-4-2020
 REV. 1-27-2020
 REV. 1-23-2020
 REV. 1-17-2020
FILE # 53444

WILLIAM R. SIMMONS, 3RD., L.S.P.C.		
128 CARLETON AVENUE, EAST ISLIP, NY, 11730		
PH. (631) 581-1688 FX. (631) 581-1691		
DATE: 03/11/2019	SCALE: 1" = 40'	DRAWN BY: T.C.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 13

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into various agreements for programs or events to be held throughout the Town to be funded either by registration or grant funds.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Thomas Owens

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

November 16, 2021

<u>Date</u>	<u>Name</u>	<u>Program/Event</u>	<u>Location</u>
1/5	Kellie's Dance Studio	Dance Instruction	223 Islip Avenue, Islip
1/9	Robert Patch	Basketball Training Clinics	Town Hall West- 401 Main Street, Islip
1/17	Madness Sports for Kids, LLC.	Basketball League Dek Hockey League	Town Hall West- 401 Main Street, Islip
3/3	Minieri's Parkview Riding Center, Inc.	Horseback Riding Instruction	989 Connetquot Avenue Central Islip
3/19	Parkview Trail Rides, Inc.	Trail Rides	Connetquot State Park Preserve 3525 Sunrise Highway, Oakdale

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with Kellie's Dance Studio to provide adults with a winter and spring session, each offering three (3) types of dance instruction, consisting of ten (10) classes each. Adult dance classes will be held from January 4, 2022 thru June 13, 2022. A children's dance program will consist of three (3) types of dance instruction, consisting of twenty (20) classes each, and will be held January 5, 2022 thru June 11, 2022. The registration fee is \$175.00 per session for adults with a \$50.00 surcharge for each non-resident registrant and \$300.00 per session for children with a \$75.00 surcharge for each non-resident registrant. The minimum amount of participants for adult and children dance classes will be four (4) per session and the maximum amount of participants will be thirteen (13) per session. This program will be self-sustaining. The total minimum revenue will be \$175.00 and the maximum revenue including the non-resident surcharge will be \$32,175.00. Compensation for said services to Kellie's Dance Studio will be 70% of the total revenue for an amount not to exceed \$17,745.00 excluding the non-resident surcharge. Dates are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs.

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution: Kellie's Dance Studio

Site or location effected by resolution: 233 Islip Avenue, Islip, New York 11751

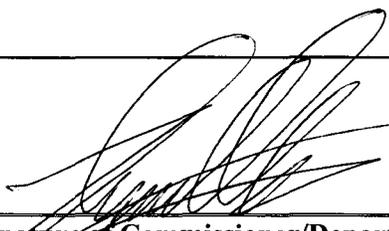
Cost: No cost to the Town of Islip – self-sustaining

Budget Line: A7035.4 5006

Amount and source of outside funding: Maximum revenue is \$32,175.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$14,430.00.

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6NYCRR, Section 6.17.5©, number 26. SEQR review complete.
- Action not listed as Type I or Type II under Park 617 of the NYCRR. Short EAF required.
-


Signature of Commissioner/Department Head Sponsor:

10/29/2021
Date:

November 16, 2021
Resolution # _____

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to provide access to dance classes for our citizens; and

WHEREAS, Kellie's Dance Studio, located at 233 Islip Avenue, Islip, New York, has the required skills, background and existing infrastructure to perform this task in a satisfactory manner; and

WHEREAS, the Town of Islip is desirous of entering into an agreement with Kellie's Dance Studio to provide said dance classes;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Kellie's Dance Studio to provide six (6), ten (10) class adult dance sessions and three (3), twenty (20) class children's dance sessions to our citizens for an amount not to exceed \$17,745.00, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance with the terms of the contract.

UPON A VOTE BEING TAKEN, the result was:

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with Robert Patch to offer six (6) separate sessions of basketball training clinics for boys and girls in grades 4 thru 8 at Town Hall West Gymnasium. Sessions 1 and 2 will be held Sundays, January 9, 16, 23, 2022 from 5:00 pm - 7:00 pm. Sessions 3 and 4 will be held Sundays, February 6, 13, 27, 2022 from 5:00 pm - 7:00 pm. Sessions 5 and 6 will be held Sundays, April 3, 10, 24, 2022 from 5:00 pm - 7:00 pm. The registration fee will be \$50.00 per session per registrant and a \$15.00 surcharge for each non-resident registrant. The minimum amount of participants will be one (1) per session and the maximum amount of participants will be forty (40) per session for a maximum total of two hundred and forty (240). This program will be self-sustaining. The total minimum revenue will be \$50.00 and the maximum revenue including the non-resident surcharge will be \$15,600.00. Compensation for said services will be 80% of total registration fees collected for an amount not to exceed \$9,600.00 excluding the non-resident surcharge. Dates are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs.

SPECIFY WHERE APPLICABLE:

Entity of individual benefitted by resolution: Robert Patch, 47 Wingam Drive, Islip NY 11751

Site or location effected by resolution: Town Hall West, 401 Main Street, Islip NY 11751

Cost: No cost to the Town of Islip- self-sustaining.

Budget Line: A7035.4-5006

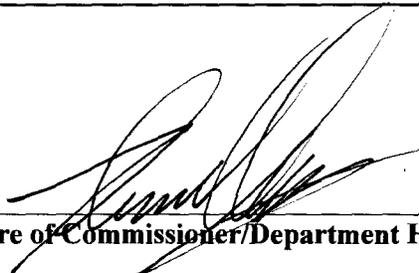
Amount and source of outside funding: Maximum revenue is \$15,600.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$6,000.00.

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5©, number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.

Signature of Commissioner/Department Head Sponsor:

Date:



10/25/2021

November 16, 2021

Resolution # _____

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to provide access to basketball activities for our citizens; and

WHEREAS, Robert Patch, has the required skills, background and existing infrastructure to perform this task in a satisfactory manner; and

WHEREAS, the Town of Islip is desirous of entering into an Agreement with Robert Patch to provide said activities;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an Agreement with Robert Patch to provide access to basketball activities for our citizens for an amount not to exceed \$9,600.00, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance with the terms of the contract.

UPON A VOTE BEING TAKEN, the result was:

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with Madness Sports for Kids, LLC to offer three (3) basketball leagues and one (1) dek hockey league. Basketball leagues will held on Fridays from January 28, 2022 thru April 15, 2022, Mondays, January 17, 2022 thru April 11, 2022 and Tuesdays, January 18, 2022 thru April 5, 2022. Dek hockey league will be held on Saturdays from January 29, 2022 thru April 16, 2022. Programs will be held at Town Hall West. Fees for the basketball leagues and dek hockey league will be \$100.00 per registrant with a \$25.00 surcharge for non-residents. These programs will be self-sustaining. The total minimum revenue will be \$100.00 and the maximum revenue will be \$20,500.00 including the non-resident surcharge. Compensation for said services to Madness Sports for Kids LLC will be 80% of the total revenue for an amount not to exceed \$13,120.00 excluding the non-resident surcharge. Dates are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs.

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution: Madness Sports for Kids LLC

Site or location effected by resolution: Town Hall West, 401 Main Street, Islip, NY 11751

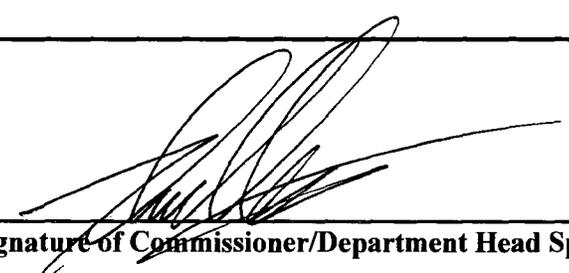
Cost: No cost to the Town of Islip – self-sustaining

Budget Line: A7035.4 5006

Amount and source of outside funding: Maximum revenue is \$20,500.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$7,380.00.

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5©, number 26____. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor:

10/25/2021

Date:

November 16, 2021
Resolution # _____

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to provide access to various sports instruction for our citizens; and

WHEREAS, Madness Sports for Kids LLC has the required skills, background and existing infrastructure to perform this task in a satisfactory manner; and

WHEREAS, the Town of Islip is desirous of entering into an Agreement with Madness Sports for Kids LLC, to provide instruction for various sport activities;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an Agreement with Madness Sports for Kids LLC, to provide access to a basketball and dek hockey league for our citizens for an amount not to exceed \$13,120.00, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance with the terms of the contract.

UPON A VOTE BEING TAKEN, the result was:

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with the Minieri's Parkview Riding Center Inc. to provide two (2) Horseback Riding Instruction Programs at Minieri's Parkview Riding Center Inc., 989 Connetquot Avenue, Central Islip, NY 11722. The winter program will consist of nine (9) sessions between March 3, 2022 and April 10, 2022 and the spring program consists of nine (9) sessions between April 21, 2022 and May 29, 2022. The registration fee is \$225.00 per session for each registrant and a \$60.00 surcharge for each non-resident registrant. The minimum amount of participants will be one (1) per session and the maximum amount of participants will be six (6) per session with a total number of eighteen (18) sessions with a maximum of 108 participants. This program will be self-sustaining. The total minimum revenue will be \$225.00 and the maximum revenue including the non-resident surcharge will be \$30,780.00. Compensation for said services to the Minieri's Parkview Riding Center Inc. will be 80% of the total revenue for an amount not to exceed \$19,440.00 excluding the non-resident surcharge. Dates are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs. A similar resolution was passed by the Town Board in 2019, 2020 and 2021.

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution: Minieri's Parkview Riding Center Inc.

Site or location effected by resolution: Minieri's Parkview Riding Center Inc.
989 Connetquot Avenue, Central Islip, NY 11722

Cost: No cost to the Town of Islip – self-sustaining

Budget Line: A7035.4 5006

Amount and source of outside funding: Maximum revenue is \$30,780.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$11,340.00.

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6NYCRR, Section 6.17.5©, number 26. SEQR review complete.
- Action not listed as Type I or Type II under Park 617 of the NYCRR. Short EAF required.
-


Signature of Commissioner/Department Head Sponsor:

10/29/2021
Date:

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to provide access to horseback riding instruction for our citizens; and

WHEREAS, Minieri's Parkview Riding Center Inc., located at 989 Connetquot Avenue, Central Islip, New York 11722, has the required skills, background and existing infrastructure to perform this task in a satisfactory manner; and

WHEREAS, the Town of Islip is desirous of entering into an agreement with Minieri's Parkview Riding Center Inc. to provide said instruction;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Minieri's Parkview Riding Center Inc. to provide a summer and a fall program of horseback riding instruction to our citizens for an amount not to exceed \$19,440.00, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance with the terms of the contract.

UPON A VOTE BEING TAKEN, the result was:

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with Parkview Trail Rides Inc. / Rocking Horse Farms Ltd. to provide eighty (80) trail rides at Connetquot State Park Preserve, by way of Minieri's Parkview Riding Center, 989 Connetquot Avenue, Central Islip, New York 11722. The winter session will consist of ten (10) trail rides between March 19, 2022 and March 20, 2022 and the spring session consists of seventy (70) trail rides between April 2, 2022 and June 5, 2022. The registration fee is \$45.00 per trail ride for residents and an additional \$15.00 surcharge for non-residents. The minimum registration is one (1) registrant per ride and the maximum registration is ten (10) registrants per ride, for a maximum total of 800 participants. This program will be self-sustaining. Compensation for said services to Parkview Trail Rides Inc. / Rocking Horse Farms Ltd. will be 80% of total revenue collected for an amount not to exceed \$28,800.00, excluding the non-resident surcharge. Dates are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs. A similar resolution was passed by the Town Board in 2019, 2020, and 2021.

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution: Parkview Trail Rides Inc. / Rocking Horse Farms Ltd.

Site or location effected by resolution: Connetquot State Park Preserve
3525 Sunrise Hwy., Oakdale, NY 11769

Cost: No cost to the Town of Islip – self-sustaining

Budget Line: A7035.4 5006

Amount and source of outside funding: Maximum revenue is \$48,000.00 including non-resident surcharge
Maximum revenue to be retained by the Town is \$19,200.00.

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6NYCRR, Section 6.17.5©, number 26. SEQR review complete.
- Action not listed as Type I or Type II under Park 617 of the NYCRR. Short EAF required.

Signature of Commissioner/Department Head Sponsor:

Date:

10/29/2021

November 16, 2021
Resolution # _____

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to provide access to horseback trail riding programs at Connetquot State Park Reserve for our citizens; and

WHEREAS, Parkview Trail Rides Inc. / Rocking Horse Farms Ltd., located at 989 Connetquot Ave., Central Islip, New York 11722, has the required skills, background and existing infrastructure to perform this task in a satisfactory manner; and

WHEREAS, the Town of Islip is desirous of entering into an agreement with Parkview Trail Rides Inc. / Rocking Horse Farms Ltd. to provide horseback trail riding programs;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Parkview Trail Rides Inc. / Rocking Horse Farms Ltd. to provide a summer and fall horseback trail riding programs to our citizens for an amount not to exceed \$28,800.00, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance with the terms of the contract.

UPON A VOTE BEING TAKEN, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 14

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute an amendment to the Professional Services Agreement with Nelson and Pope to include engineering services necessary to enhance Roberto Clemente Park in Brentwood.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Thomas Owens

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

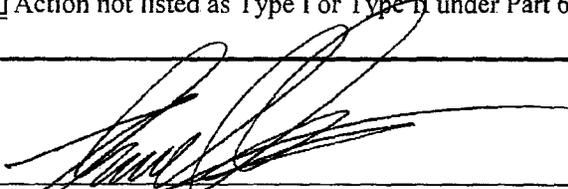
Authorization for the Supervisor to execute an amendment to the Professional Services Agreement with Nelson and Pope to include the engineering services necessary to enhance the spray park with by-pass valve actuators, a float level gauge for the surge tank, and independent curb stop valves for main drains, for an amount not to exceed an additional \$22,000.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Nelson and Pope, Town of Islip, Islip residents
 2. Site or location effected by resolution: Roberto Clemente Park
 3. Cost: \$22,000
 4. Budget Line: H17.7032-31530³
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 1. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/29/2021

Date

Dated: November 16, 2021
Resolution #

RESOLUTION authorizing the Supervisor to execute an amendment to the professional services agreement dated November 19, 2013, between the Town of Islip (“the Town”) and Nelson and Pope, PLLC, 572 Walt Whitman Road, Melville, NY 11747 (hereinafter “Nelson and Pope”), for Design Services for the Main Pool Rehabilitation/Filtration Upgrade and Design Services For a Spray Park and Playground at Roberto Clemente/Timberline Park, Brentwood NY (hereinafter, “Professional Services Agreement”).

WHEREAS, the Town owns, operates, and maintains Roberto Clemente Park and Pool; and

WHEREAS, on October 18, 2016, the Town Board authorized an amendment to the Professional Services Agreement to include necessary design and construction oversight work associated with the rehabilitation and upgrade; and

WHEREAS, on November 21, 2017, the Town Board authorized an amendment to the Professional Services Agreement to include additional design and engineering services work associated with the Spray Park phase of the Roberto Clemente Pool Improvement project (hereinafter, “the Project”); and

WHEREAS, on January 15, 2018, the Town Board authorized an amendment to the Professional Services Agreement to include additional construction oversight and contract administrative services associated with the spray park phase of the Project; and

WHEREAS, on December 17, 2019, the Town Board authorized an amendment to the Professional Services Agreement to include full-time construction oversight and inspection services associated with the spray park phase of the Project; and

WHEREAS, on August 11, 2020, the Town Board authorized an amendment to the Professional Services Agreement to include additional design and engineering services work associated with the spray park phase of the Project; and

WHEREAS, on October 19, 2021, the Town Board authorized an amendment to the Professional Services Agreement to include 11 additional weeks of full-time construction oversight and inspection services and a damage assessment of the pool building and mechanical room;

WHEREAS, the Town wishes enhance the newly constructed spray park with some additional features, including by-pass valve actuators, a float level gauge for the surge tank, and independent curb stop valves for main drains; and

WHEREAS, adding these new features requires additional engineering services, including but not limited to the preparation of construction drawings, the preparation of bid specifications, bid review, and part-time construction observation; and

Dated: November 16, 2021
Resolution #

WHEREAS, Nelson and Pope has demonstrated that it possesses the qualifications and experience to perform the additional engineering services;

WHEREAS, the Commissioner of the Department of Parks, Recreation, and Cultural Affairs, recommends that the Professional Services Agreement be amended to include the additional necessary services;

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

RESOLVED, that the Supervisor is hereby authorized to execute an amendment to the Professional Services Agreement with Nelson and Pope to include the engineering services necessary to enhance the spray park with by-pass valve actuators, a float level gauge for the surge tank, and independent curb stop valves for main drains, for an amount not to exceed an additional \$22,000, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the account entries and budgetary amendments necessary to amend the budget in accordance with the terms of the amendment to the Professional Services Agreement.

UPON A VOTE BEING TAKEN, the result was _____.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 15

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a contract extension with William LePosa for golf professional services provided at Holbrook Country Club.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Thomas Owens

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Authorization for the Supervisor to enter into a contract extension with William Leposa for golf professional services provided at Holbrook Country Club.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip residents; William Leposa
 2. Site or location effected by resolution: Holbrook Country Club
 3. Cost: \$59,686 per year; plus percentages of revenue
 4. Budget Line: A.7117.45000; A.7117.45074
 5. Amount and source of outside funding: Golf Course Revenues
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____ . Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26 . SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/29/2021

Date

November 16, 2021

Resolution #: _____

Whereas, the Town of Islip (“the Town”) Department of Parks, Recreation and Cultural Affairs owns, operates, and maintains the Holbrook Country Club; and

Whereas, the Town is currently under contract with William Leposa to render services as a golf professional at the Holbrook Country Club, which is due to expire on December 31, 2021; and

Whereas, the Town’s contract with William Leposa includes a five (5) year option to extend upon the mutual consent of the Town and Mr. Leposa; and

Whereas, William Leposa has the necessary experience, skills, knowledge, and attributes to continue successfully providing golf professional services at the Holbrook Country Club; and

Whereas, the Town’s Department of Parks, Recreation and Cultural Affairs recommends extending the Town’s contract with William Leposa; and

Whereas, the yearly compensation due to Mr. Leposa under the contract shall remain \$59,686.00 per year and the commission incentives shall remain as follows: 7% of golf cart fees, 5% of league play fees, 5% of driving range fees, and 50% of reservation fees;

Now, therefore, on motion of Councilperson _____, seconded by Councilperson _____, be it

Resolved, that the Town Board hereby authorizes the Supervisor to execute a five (5) year contract extension with William Leposa, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

Resolved, that the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the contract extension.

Upon a vote being taken, the result was _____.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 16

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to apply for and accept funding from Suffolk County for the Aging for the continued provision of a Nutrition Program to senior citizen residents.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Thomas Owens

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: By this resolution the Town Board authorizes the Supervisor to apply for and accept funding from Suffolk County Office for the Aging (SCOFA) for the purpose of providing continued funding for a Nutrition Program as set forth by Title III of the Older Americans Act to senior citizen residents of the Town of Islip in the amount of approximately \$1,056,271.00 for the period of January 1, 2022 through December 31, 2022. SCOFA will reimburse the Town of Islip approximately \$1,056,271.00, with an individual congregate reimbursement rate of \$5.59 per meal and an individual homebound reimbursement rate of \$6.25 per meal, and approximately \$136,000.00 for personnel expenses. The Town of Islip has entered into similar agreements with SCOFA for numerous past years.

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution: Town of Islip senior citizen residents

Site or location effected by resolution: Town of Islip

Cost: Approx. \$651,845.00

Budget Line: Partial A7621, Partial A7622

Amount and source of outside funding: Approx. \$1,056,271.00 SCOFA
\$50,000.00 Participant Donations

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5©, number 26 SEQRA review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.

Signature of Commissioner/Department Head Sponsor

Date

10/29/2021

November 16, 2021

Resolution# _____

WHEREAS, it is in the best interest of the senior citizen residents of the Town of Islip to continue to make available to them a Nutrition Program, which provides them with one-third (1/3) of the Recommended Dietary Allowance in an effort to improve, maintain or delay the decline of their nutritional status and to remain independent in their own homes and communities; and

WHEREAS, the Suffolk County Office for the Aging (herein SCOFA) wishes for the Town of Islip to apply for and accept funding from SCOFA for the continued provision of the Nutrition Program as set forth in Title III of the Older Americans Act, in which the Town of Islip will provide congregate (i.e. in-person) and home delivered meals to senior citizen residents of the Town of Islip; and

WHEREAS, the Town of Islip shall be reimbursed by SCOFA approximately \$1,056,271.00, with an individual congregate reimbursement rate of \$5.59 per meal and an individual homebound reimbursement rate of \$6.25 per meal, for the period of January 1, 2022 through December 31, 2022, which is the fourth of the four (4) option years;

NOW, THEREFORE, on motion of _____

seconded by _____, be it

RESOLVED, that the Town Board authorizes the Supervisor to apply for and accept funding from SCOFA for the continued provision of a Nutrition Program as set forth by Title III of the Older Americans Act, in which the Town of Islip will provide congregate and home delivered meals to senior citizen residents of the Town of Islip, for the period of January 1, 2022 through December 31, 2022; and be it further

RESOLVED, SCOFA will reimburse the Town of Islip approximately \$1,056,271.00, with an individual congregate reimbursement rate of \$5.59 per meal and an individual homebound reimbursement rate of \$6.25 per meal, and approximately \$136,000.00 for personnel expenses; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a grant application and grant agreement, and any necessary documentation attendant thereto, with Suffolk County Office of the Aging for funding of a supplemental Nutrition Program in the Town of Islip, the form and content of which shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance with the terms of the grant agreement.

UPON A VOTE BEING TAKEN, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 17

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Special Events.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Olga H. Murray

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

November 16, 2021

On a motion of Councilperson

Seconded by Councilperson

Be it,

RESOLVED, that permission is hereby granted to hold the following events in the Town:

- A. Miracle on Main- Holiday Tree Lighting/ Street Festival- Sayville- Sayville Chamber of Commerce- Saturday, November 27, 2021. (RD 11/28/2021) from 8:00AM to 11:00PM. "The Miracle on Main Holiday Tree Lighting" begins at 3:00PM with the Tree Lighting at 6:30PM. This will be followed by a Street Festival, which will include a carousel, reindeer, entertainment and food vendors. Requesting permission to close off South Main Street from Gillette Avenue to Collins Avenue, Main Street from Lincoln Avenue to Greene Avenue and Railroad Avenue from Center Street to Main Street for the duration of the event. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance
- B. Holiday Parade- Sayville –Sayville Chamber of Commerce- Saturday, November 27, 2021 (Rain Date 11/28/2021) from 8:00AM to 11:00AM, route as follow: Parade assembles at 9:00AM, at the corner of Handsome Avenue and Main Street, proceeding on Main Street east to Gillette Avenue to South Main Street and ending at the corner of South Main Street and Lincoln Avenue. Requesting permission to close the streets from 8:00AM to 11:00PM. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- C. Family Sing along Santa Arrives tree and Menorah Lighting- Bay Shore- Bay Shore Beautification Society- Saturday, November 27, 2021 from: 3:00PM to 5:30PM. The tree and menorah are to be held at Dr. King's Park. Requesting permission to close Main Street from Park Avenue to Smith Avenue. This event include music, refreshments and the arrival of Santa via fire truck. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- D. Holiday Parade- Islip- Islip Chamber of Commerce- Saturday, December 4, 2021 from 3:00PM to 5:30PM. Requesting permission for road closure- Parade Assembles at 3:00PM at 401 Main Street, Town Hall West to proceeds to 655 Main Street, Islip Town Hall were the Parade ends. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- E. Festival of Lights Ceremony - West Islip - West Islip American Legion Post # 1738. Sunday, December 5, 2021 from 5:00PM to 6:00PM. This event takes place at the American Legion Memorial Park located at the intersection of Udall Road and Higbie Lane. After ceremony, many people form a group and walk to American Legion Post. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.

- F. Tree Lighting-Islip Terrace-East Islip Community Chamber-Tuesday, December 7, 2021. The Tree Lighting will take place at the triangle located at Lowell Avenue and Connetquot Avenue. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance and proof of liability insurance.

Upon a vote being taken the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 18

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Appointment of Andrew T. Wittman, III to fill vacancy in the position of
Receiver of Taxes, effective November 22, 2021.**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

John R. DiCioccio, Esq.

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

Appointment of Andrew T. Wittman, III to fill vacancy in the position of Receiver of Taxes, effective November 22, 2021.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Townwide
 2. Site or location effected by resolution: Townwide
 3. Cost: _____
 4. Budget Line: _____
 5. Amount and source of outside funding: _____
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 25 & 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-

Signature of Commissioner/Department Head Sponsor

Date

Date:
Resolution No. _____

WHEREAS, on January 1, 2021, the position of Receiver of Taxes became vacant when Alexis Weik resigned the position; and

WHEREAS, the position has remained vacant and pursuant to NYS Town Law Section 35, Linda Mistler, the Deputy Receiver of Taxes, has performed the duties of the Receiver of Taxes during the vacancy; and

WHEREAS, on November 2, 2021, Andrew T. Wittman, III, was duly elected to the position of Receiver of Taxes, effective December 1, 2021; and

WHEREAS, it is in the best interests of the taxpayers to appoint the duly elected Receiver of Taxes to fill the vacancy in order to ensure seamless continuity of government operations and a seamless transition to the 2021/22 tax collection period which commences on December 1, 2021; and

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

RESOLVED, that the Town Board of the Town of Islip hereby appoints Andrew T. Wittman, III, to fill the vacancy in the position of Receiver of Taxes, effective November 22, 2021; and it is hereby

RESOLVED, that the Comptroller is here by authorized to make any and all budget adjustments necessary.

Upon vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 19

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to apply and accept child care stabilization grant funding from the New York State Office of Children and Family Services for the purpose of offsetting expenses incurred to prevent, prepare for and respond to the coronavirus pandemic.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Thomas Owens

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implication, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board. By this resolution, the Town Board authorizes the Supervisor to apply and accept child care stabilization grant funding from the New York State Office of Children and Family Services (herein OCFS), for the purpose of offsetting expenses incurred to prevent, prepare for and respond to the coronavirus pandemic. OCFS will reimburse the Town of Islip approximately \$43,700.00 for each qualifying after-school child care program site, a total maximum amount of approximately \$218,500.00

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip youth
 2. **Site or location effected by resolution:** Recreation sites hosting after-school child care programs
 3. **Cost:** No cost to the Town of Islip
 4. **Budget Line:** TBD
 5. **Amount and source of outside funding:** Approximately \$218,500.00
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5©, number 26 _____. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

11/5/2021

Date

November 16, 2021
Resolution # _____

WHEREAS, the New York State Office of Children and Family Services (herein OCFS) is administering the disbursement of child care stabilization funding made available through the American Rescue Plan Act and the Coronavirus Response and Relief Supplemental Appropriations Act related for the purpose of offsetting expenses incurred to prevent, prepare for and respond to the coronavirus pandemic; and

WHEREAS, the Town of Islip is seeking to apply and accept said funding for each of its various after-school child care programs; and

WHEREAS, the funding amounts for each program are contingent upon satisfying the eligibility requirements as outlined in the federal guidelines; and

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

RESOLVED, that the Town Board authorizes the Supervisor to apply for and accept child care stabilization funding from OCFS, whereby OCFS will reimburse the Town of Islip approximately \$43,700.00 for each qualifying program site, a total maximum amount of approximately \$218,500.00; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute any and all necessary documentation attendant to such grant funding; and be it further

RESOLVED, that the Comptroller is hereby authorized to make the accounting entries or budgetary amendments necessary in accordance to facilitate the acceptance of such grant funding.

UPON A VOTE BEING TAKEN, the result was: _____.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 20

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute any and all documentation with the USACE, the NYSDEC or any additional associated authority having jurisdiction for the completion of the maintenance dredging of Atlantique Marina.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Thomas Owens

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

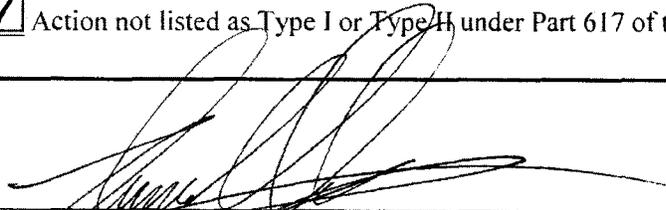
Authorizes to execute any and all permit applications and associated documentation with the USACE, the NYSDEC, or another authority having jurisdiction, which are required for the completion of the maintenance dredging of Atlantique Marina, the form and content of which shall be subject to the review and approval of the Town Attorney

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: LK McLean. Town of Islip, Islip residents
 2. Site or location effected by resolution: Atlantique Marina
 3. Cost: _____
 4. Budget Line: _____
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____ . Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number _____ . SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

11/5/2021

Date

November 16, 2022

Resolution # _____

WHEREAS, the Town of Islip (the "Town") owns the Atlantique Marina, located at 10 Shore Walk in Fire Island; and

WHEREAS, the Town Departments of Public Works and Parks, Recreation, and Cultural Affairs have determined that the underwater land at Atlantique Marina is in need of maintenance dredging; and

WHEREAS, prior to performing any maintenance dredging at Atlantique Marina, the Town, as property owner, is required to obtain certain permits from authorities having jurisdiction, including the United States Army Corps of Engineers ("USACE") and the New York State Department of Environmental Conservation ("NYSDEC"); and

WHEREAS, the USACE has prepared a draft permit for the proposed maintenance dredging at Atlantique Marina, which the USACE requires to be signed by an authorized officer of the Town; and

WHEREAS, pursuant to Town Law § 29(16), the Town Supervisor shall have and exercise the powers and duties of administration and supervision of Town functions as shall be provided by resolution of the Town Board, to be performed on behalf of such board; and

WHEREAS, by this resolution, the Town Board intends to authorize the Supervisor to execute any and all permit applications and associated documentation with the USACE, the NYSDEC, or another authority having jurisdiction, which are required for the completion of the maintenance dredging at Atlantique Marina; and

WHEREAS, pursuant to the State Environmental Quality Review Act ("SEQRA"), the Town's consultant, LK McLean Associates, P.C., ("LKMA"), has prepared a Short Environmental Assessment Form for the proposed maintenance dredging at Atlantique Marina and has determined that the project will not have a significant adverse environmental impact;

NOW, THEREFORE, on motion by _____,

seconded by _____, be it

RESOLVED, that the Supervisor is hereby authorized to execute any and all permit applications and associated documentation with the USACE, the NYSDEC, or another authority having jurisdiction, which are required for the completion of the maintenance dredging of Atlantique Marina, the form and content of which shall be subject to the review and approval of the Town Attorney; and be it further

RESOLVED, that based upon the SEQRA environmental assessment conducted by LKMA, the Town Board determines that the proposed maintenance dredging at Atlantique Marina will not have a significant adverse environmental impact.

Upon a vote being taken, the result was _____.

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 21

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with the Federal Aviation Administration for the use of water provided by the FAA in order for the Airport to install irrigation as part of an Airport Beautification Project at Long Island MacArthur Airport.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Shelley LaRose

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Supervisor, on behalf of the Town of Islip, to enter into an Agreement with the Federal Aviation Administration (FAA) for the use of water provided by the FAA in order for the Airport to install irrigation as part of an Airport Beautification Project at Long Island MacArthur Airport.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: Long Island MacArthur Airport
 3. Cost: N/A
 4. Budget Line: N/A
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/29/2021

Date

November 16, 2021

Resolution #

WHEREAS, the Town of Islip ("Town") owns and operates Long Island MacArthur Airport (the "Airport"), a 14 CFR Part 139 certificated airport with commercial (air carrier) and general aviation operations; and

WHEREAS, the Airport shall install an irrigation system located near the Southwest corner of Veterans Highway and Johnson Avenue to maintain the landscaping around the Airport entrance sign and as part of such installation the Airport has requested the use of the water supply from the FAA in order to install such irrigation, and

WHEREAS, the FAA is in support of the beautification project which will allow the Town to use the water FAA's water supply while the Town is responsible for the upkeep and maintenance of the installed irrigation.

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

RESOLVED, that the Supervisor is hereby authorized to execute an Agreement with the Federal Aviation Administration (FAA) for the use of water provided by the FAA in order for the Airport to install irrigation as part of an Airport Beautification Project at Long Island MacArthur Airport.

Upon a vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 22

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute an agreement with Johnson, Kukata, and Lucchesi Engineers PC for engineering and design services related to the Rehabilitation of certain taxiways asphalt pavement, reconstruction of guidance signs and reconstruction of the edge lighting system at Long Island MacArthur Airport.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Shelley LaRose

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

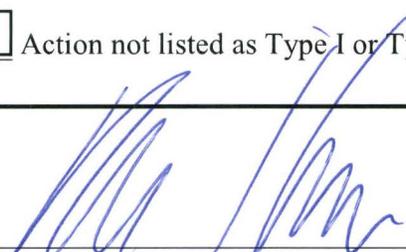
To authorize the Supervisor, on behalf of the Town of Islip, to execute any and all documents, subject to approval of the Town Attorney, to execute a professional services agreement with Johnson, Kukata, and Lucchesi Engineers PC., for engineering and design services related to the Rehabilitation of Taxiways Bravo and Whiskey asphalt pavement, reconstruction (replacment) of the guidance signs and reconstruction of Taxiway Whiskey edge lighting system at Long Island MacArthur Airport (ISP) at a cost not to exceed \$445,004.00.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: Long Island MacArthur Airport
 3. Cost: Not to exceed \$445,004.00
 4. Budget Line: CT 5610.4-5000
 5. Amount and source of outside funding: AIP grants: 90% FAA; 5% NYS DOT and 5% PFC
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/21/2021

Date

November 16, 2021
Resolution No.

RESOLUTION AUTHORIZING the Supervisor to execute a professional services agreement with Johnson, Kukata & Lucchesi, P.C. for engineering and design services relating to the Rehabilitation of Taxiways Bravo and Whiskey asphalt pavement, reconstruction (replacement) of the guidance signs and reconstruction of the Taxiway Whiskey edge lighting system at Long Island MacArthur Airport.

WHEREAS, the Town of Islip (“Town”) owns and operates Long Island MacArthur Airport (“the Airport”); and

WHEREAS, in the course of regular use, certain repair and maintenance of airfield surfaces is required for the continued safe and efficient conduct of airport operations; and

WHEREAS the Department of Aviation & Transportation requires a professional engineering firm to perform engineering design and detailed design review, and

WHEREAS, the Department of Aviation & Transportation solicited requests for qualifications for engineering services for the rehabilitation of the Rehabilitation of Taxiways Bravo and Whiskey asphalt pavement, reconstruction (replacement) of the guidance signs and reconstruction of the Taxiway Whiskey edge lighting system (the “Project”); and

WHEREAS, the Department of Aviation and Transportation will submit an application to the Federal Aviation Administration (“FAA”) for funding of the costs through Airport Improvement Program (“AIP”) grants at the Airport based on the following allocation: 90% FAA; 5% New York State Department of Transportation (“NYSDOT”); and 5% Passenger Facility Charge (“PFC”); and

WHEREAS, the Airport directly solicited bids by distributing the Request for Qualifications to nineteen (19) prospective engineering firms and advertised on the Airport’s website; and

WHEREAS, the Airport only received a response from one proposer, Johnson, Kukata, and Lucchesi Engineers, who is also a certified Disadvantaged Business Enterprise firm; and

WHEREAS, upon review of the Statement of Qualifications, Johnson, Kukata, and Lucchesi Engineers with a corporate office located at 6031 University Blvd, Suite 330, Ellicott City, MD, 21043, was determined to be the most qualified proposer; and

WHEREAS, the Commissioner of the Department of Aviation & Transportation hereby recommends awarding the engineering services agreement for the project to Johnson, Kukata, and Lucchesi Engineers, PC; and

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

RESOLVED, that the Supervisor, or her designee, is hereby authorized to execute a professional services agreement with Johnson, Kukata, and Lucchesi Engineers PC., for engineering and design services related to the Rehabilitation of Taxiways Bravo and Whiskey asphalt pavement, reconstruction (replacement) of the guidance signs and reconstruction of Taxiway Whiskey edge lighting system at Long Island MacArthur Airport (ISP) at a cost not to exceed \$445,004.00; and

FURTHER RESOLVED, that the comptroller is authorized to make any and all budgeting adjustments necessary to facilitate this contract.

Upon a vote being taken, the result was:

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 23

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a Professional Services Agreement with Arthur J. Gallagher to provide written verification to the Town of Islip that the reviewed certificate meets all contractual requirements.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

John R. DiCioccio, Esq.

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To enter into a professional service contract with Arthur J. Gallagher, to provide insurance consultant and risk management services to the Town for a term of two (2) years ending December 31, 2023.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: Town of Islip
 3. Cost: Not to exceed: \$18,000 per year for a total of 2 years
 4. Budget Line: CS01 1710 45000 and CS02 1710 450005.
 5. Amount and source of outside funding: _____
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-

Signature of Commissioner/Department Head Sponsor

Date

November 16, 2021

WHEREAS, in order to ensure compliance with contractual insurance requirements, the Town of Islip requires independent review of insurance certificates submitted by vendors for all contracts issued by the Town; and

WHEREAS, Arthur J. Gallagher Risk Management Services Inc. is presently providing this service to the Town of Islip and possesses the qualifications and experience necessary to continue providing this service; and

WHEREAS, Arthur J. Gallagher will review each certificate of insurance submitted to the Town of Islip and will provide written verification to the Town of Islip that the reviewed certificate meets all contractual requirements.

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

RESOLVED, that the Supervisor of the Town of Islip is authorized to enter into a Professional Services Agreement with Arthur J. Gallagher in an amount not to exceed Eighteen Thousand dollars (\$18,000) per year to provide the above-referenced services for a term of two years ending December 31, 2023; and be it

FURTHER RESOLVED that the Comptroller is hereby authorized to make any and all budgeting adjustments necessary to facilitate this contract.

Upon a vote being taken, the result was

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 24

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with GateKeeper Systems, Inc. TNC-Ops™ software application related to Transportation Network Companies operating at Long Island MacArthur Airport.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Shelley LaRose

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Supervisor, on behalf of the Town of Islip, to execute any and all documents, subject to approval of the Town Attorney, to purchase software from GateKeeper Systems, Inc. related to Transportation Network Companies operating at Long Island MacArthur Airport for a period of one (1) year, with four (4) additional option extensions of one (1) year each, at the sole discretion of the Town.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: Long Island MacArthur Airport
 3. Cost: \$10,440.00 for the first year
 4. Budget Line: TBD
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/21/2021

Date

November 16, 2021
Resolution No.

WHEREAS, the Town of Islip ("Town") owns and operates Long Island MacArthur Airport (the "Airport"), an FAA Part 139 certificated airport with over one (1) million passengers each year; and

WHEREAS, the Airport desires to provide the best available ground transportation for visitors of the Airport and such services require the use of a software application to manage Transportation Network Companies ("TNC");

WHEREAS, it is hereby recommended by the Airport Commissioner, Shelley LaRose Arken, to enter into an Agreement for the professional services of GateKeeper Systems, Inc. ("GateKeeper") a developer and system integrator specializing in the development and implementation of Ground Transportation Management software for commercial service airports; and

WHEREAS, the software cost is \$10,440.00 for the first year, which includes implementation, a subscription software license, 12 months of warranty/support, and hosting services for the TNC-Ops™ system; and

WHEREAS, the software fee for the second year is \$4,940.00 with a four percent (4%) increase to be applied for the third year and beyond which includes a subscription software license, 12 months of warranty/support, and hosting services for the TNC-Ops™ system; and

NOW THEREFORE, on a motion of Councilperson _____ Second,
Councilperson _____; be it

RESOLVED, the Supervisor is hereby authorized to enter into an agreement with GateKeeper Systems, Inc., the TNC-Ops™ software application related to Transportation Network Companies operating at Long Island MacArthur Airport for a period of one (1) year, with four (4) additional option extensions of one (1) year each, at the sole discretion of the Town.

FURTHER RESOLVED, that the Comptroller is hereby authorized to make the accounting entries necessary to amend the budget in accordance with the terms of the Agreement.

Upon a vote being taken, the result was

**MEMORANDUM FROM:
OFFICE OF THE TOWN ATTORNEY**

No. 25

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN
COUNCILMAN JAMES P. O'CONNOR

FROM: JOHN R. DICIOCCIO, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Town Board approval to continue to retain Kaplan Kirsch & Rockwell
LLP as outside counsel in connection with property development at Long
Island MacArthur Airport.**

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

Shelley LaRose

IF YOU HAVE ANY COMMENTS, PLEASE ADVISE AS SOON AS POSSIBLE.

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

**TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All submissions for placement on the Town Board Meeting agenda must be accompanied by a sponsor's memorandum, which shall be the covering document. All agenda submissions shall be reported to the Town Attorney no later than 14 days prior to the scheduled Town Board meeting.

PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implications, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board.

To authorize the Town Attorney, on behalf of the Town of Islip, to continue to retain Kaplan Kirsch & Rockwell LLP to assist the Airport and Town in ensuring its interests are protected and goals are well represented in connection with property development at Long Island MacArthur Airport.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: Long Island MacArthur Airport
 3. Cost: not to exceed \$30,000.00, a total contract value of \$80,000.00
 4. Budget Line: CT5610.4-5000
 5. Amount and source of outside funding: N/A
-

ENVIRONMENTAL IMPACT: What type of action is being authorized by this resolution?

- Type 1 action under 6 NYCRR, Section 617.4(b), number _____. Full EAF required.
- Type 2 action under 6 NYCRR, Section 617.5(c), number 26. SEQR review complete.
- Action not listed as Type I or Type II under Part 617 of the NYCRR. Short EAF required.
-



Signature of Commissioner/Department Head Sponsor

10/28/2021

Date

November 16, 2021
Resolution No.

WHEREAS, the Town of Islip (“Town”) owns and operates Long Island MacArthur Airport (“the Airport”), a 14 CFR Part 139 certified airport with commercial and general aviation operations; and

WHEREAS the Town of Islip desires to make the Airport self-sufficient and self-sustaining by entering into a partnership agreement with the County and involving private sector capital to develop property and generate revenue for the Town and ISP; and

WHEREAS, Kaplan Kirsch & Rockwell LLP located at 1634 Eye Street, NW, Suite 300, Washington, DC 20006 provides a niche professional service with a proven track record in complex projects assisting to coordinate and integrate the multiple aspects involved in property development negotiations at airports, while ensuring compliance with FAA regulatory requirements and environmental review under state and federal law; and

WHEREAS, on April 20, 2021, the Town Board by Resolution No. 39 authorized the Town Attorney to retain Kaplan Kirsch & Rockwell LLP to provide legal services as outside counsel in connection with property development at the Airport for a total cost not to exceed \$50,000.00; and

WHEREAS, additional legal services not to exceed \$30,000.00 are required to cover the cost of continued outside counsel in connection with property development at the Airport; and

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

RESOLVED, that the Town Board hereby authorizes an increase in the amount of \$30,000.00 to be used for the continued retention of Kaplan Kirsch & Rockwell LLP as outside counsel in connection with property development at Long Island MacArthur Airport; and be it

FURTHER RESOLVED, that the Comptroller is authorized to make any and all budgeting adjustments necessary to facilitate this Second Amendment to the Agreement.

Upon a vote being taken, the result was