

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

No. 1

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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

Date: June 13, 2023

Agenda

1. Call the meeting of the Town of Islip Industrial Development Agency to order.
2. To consider the **Adoption of a Resolution** on behalf of the **Town of Islip Industrial Development Agency** to approve the minutes from May 16, 2023
3. To consider the **Adoption of a Preliminary Inducement Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **161 East, LLC**. Located at 11 First Avenue, Bay Shore NY.
4. To consider a **Resolution Authorizing a Modification and Extension** of the pilot agreement and the establishment of a Master Project agreement on behalf of **The Town of Islip Industrial Development Agency** and **22-50 Jackson Ave Associates L.P. 2002B Facility**, Located in Brentwood, NY.
5. To consider a **Resolution Authorizing a Modification and Extension** of the pilot agreement and the establishment of a Master Project agreement on behalf of the **Town of Islip Industrial Development Agency** and **Pilgrim East L.P.**, Located in Brentwood, NY.
6. To consider the **Adoption of an Authorizing Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **OL Coventry, LLC**. Located at 725 Eastview Drive, Central Islip NY.
7. To consider the **Adoption of an Authorizing Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **00-Rajon, LLC**, located at 00 Rajon Road Bayport, NY.
8. To Consider an **Adoption of an Authorizing Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **33-Rajon, LLC** Located at 33 Rajon Road Bayport NY.
9. To consider any other business to come before the Agency.

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 13, 2023

AGENDA ITEM # 2

**TYPE OF RESOLUTION: ADOPTION OF THE MINUTES
FROM MAY 16, 2023**



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

Date May 16, 2023

Minutes

1. Call the meeting of the Town of Islip Industrial Development Agency to order on a motion by James O'Connor and seconded by Jorge Guadron. Chairwoman Angie Carpenter acknowledged that the motion passed and quorum was present. Members present in addition to Chairwoman Angie Carpenter were, John Cochrane, James O' Connor, George Guadron and John Lorenzo.
2. To consider the **Adoption of a Resolution** on behalf of the **Town of Islip Industrial Development Agency** to approve the minutes from April 18, 2023. On a motion by Jorge Guadron and seconded by John Lorenzo said motion was approved.
3. To consider the **Adoption of an Inducement Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **OL Coventry, LLC**. Located at 725 Eastview Drive, Central Islip. On a motion by Jorge Guadron and seconded by John Cochrane the said motion was approved. 5-0
4. To consider the **Adoption of an Inducement Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **00-Rajon, LLC**, located at 00 Rajon Road Bayport, NY. On a motion by Jorge Guadron and seconded by John Cochrane the said motion was approved 4-1, James O'Connor voted nay.
5. To Consider an **Adoption of an Inducement Resolution** on behalf of the **Town of Islip Industrial Development Agency** and **33-Rajon, LLC** Located at 33 Rajon Road Bayport NY. On a motion John Cochrane and seconded by Jorge Guadron the said motion was approved 4-1, James O'Connor voted nay.
6. To consider the **Adoption of an Authorizing Resolution** on behalf of the Town of Islip Industrial Development Agency and **Water Lilies Food, LLC 2023** facility located at 250 Creative Dr. Central Islip, NY. On a motion by Jorge Guadron and seconded by John Cochrane the said motion was approved 5-0.

7. To consider an **Adoption of a Resolution Authorizing the Assignment and Assumption** on behalf of the **Town of Islip Industrial Development Agency of the Century Direct, LLC 2015 Facility** located 130 Hoffman Lane, Islandia, NY. On a motion by James O'Connor and seconded by Jorge Guadron the said motion was passed 5-0.
8. To consider an **Adoption of a Resolution Authorizing the Assignment and Assumption** on behalf of the **Town of Islip Industrial Development Agency of the Century Direct, LLC 2015 Facility** located at 15 Enter Lane, Islandia, NY. On a motion by James O'Connor and seconded by Jorge Guadron the said motion was approved 5-0.
9. To consider any other business to come before the Agency, there being none the meeting adjourned on a motion by John Cochrane and seconded by Jorge Guadron.

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 13, 2023

AGENDA ITEM # 3

**TYPE OF RESOLUTION: PRELIMINARY INDUCEMENT
RESOLUTION.**

161 EAST, LLC

PRELIMINARY RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION IN CONNECTION WITH A PROJECT FOR 161 EAST, LLC, A NEW YORK LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF 161 EAST, LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND FURNISHING THE FACILITY AND MAKING CERTAIN DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, 161 East, 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 161 East, 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 0.65 acre parcel of land located at 11 First Avenue, Bay Shore, New York 11706 (SCTM# 0500-393.00-03.00-140.100) (the “**Land**”), the construction of an approximately 20,395 square foot building thereon (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 is to be used as a multi-family housing apartment complex, comprised of approximately twenty (20) residential units containing 18-two-bedroom units, 1-one-bedroom unit and 1-studio unit (the “**Project**”); and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Equipment, 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 Agency contemplates that it will provide financial assistance to the Company 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, 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, subject to the Company providing the Agency with a feasibility report (the “**Feasibility Study**”), together with such letters or reports from interested parties and governmental agencies or officials (the “**Letters of Support**”; and together with the Feasibility Study, the “**Requisite Materials**”), to enable the Agency to make findings and determinations that the Facility qualifies as a “project” under the Act and that the Facility satisfies all other requirements of the Act, the Agency will consider the inducement of the Project; 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, construction, equipping, furnishing and operation of the Facility is an “unlisted” action, as that term is defined in the SEQR 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 SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman or Executive Director of the Agency or counsel to the Agency.

Section 2. Nothing herein shall be construed as committing the Agency to approve the acquisition, construction, equipping and financing of the Facility until such time as the Agency has received all Requisite Materials. No final action may be taken before the Agency has received all Requisite Materials.

Section 3. The Chairman, Executive Director, Deputy Executive Director, counsel to the Agency and Transaction Counsel (Nixon Peabody LLP), and all members of the Agency, are hereby authorized and directed (i) to distribute copies of this preliminary 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 in the foregoing preliminary resolution.

Section 4. The Agency may publish a notice of a public hearing and conduct a public hearing with respect to the location and nature of the Project and the economic benefits, if any, to be granted by the Agency to the Company, in accordance with the provisions of Section 859-a of the Act.

Section 5. This preliminary 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 June 13, 2023, at 2:00 p.m., local time, at Islip Town Hall, 655 Main Street, Islip, New York, at which meeting the following members were:

Present:

Absent:

Also Present:

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

Voting Aye

and, therefore, the resolution was declared duly adopted.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of June 13, 2023

Assistant Secretary

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 13, 2023**

AGENDA ITEM # 4

**TYPE OF RESOLUTION: MODIFICATION & EXTENSION
22-50 JACKSON**

Date: June 13, 2023

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 13th day of June, 2023 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 a modification of prior authorization for the extension of PILOT benefits and the establishment of master project documents in connection with a certain industrial development facility more particularly described below (22-50 Jackson Avenue Associates L.P. 2002B 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 APPROVING THE MODIFICATION AND EXTENSION OF THE PILOT BENEFITS AND THE ESTABLISHMENT OF MASTER PROJECT DOCUMENTS FOR A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR 22-50 JACKSON AVENUE ASSOCIATES L.P. 2002B FACILITY AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO THE COMPANY LEASE AND THE LEASE AGREEMENT AND THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH 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 amended from time to time (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

WHEREAS, the Agency has previously assisted 22-50 Jackson Avenue Associates L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, having an office at 1 Executive Drive, Edgewood, New York 11717 (the “**Company**”), with the acquisition and leasing of an approximately 372.039 acre parcel of land located at the former Pilgrim Psychiatric Hospital, in Brentwood, Town of Islip, Suffolk County, New York and more particularly in the northerly section of such property south of the Long Island Expressway, west of Crooked Hill Road and west of the Sagtikos Parkway, to be used by the Company for future industrial and economic development purposes (the “**Facility**”); and

WHEREAS, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, the Company entered into a tax-deferred exchange (the “**Exchange**”) of certain real property owned by the Company for the premises upon which the Facility was to be located (the “**Facility Land**”); and

WHEREAS, as a condition to the Exchange, Pilgrim LLC (“**Pilgrim**”) acquired the Facility Land; and

WHEREAS, the Agency leased the Facility to Pilgrim pursuant to a certain Lease Agreement, dated as of January 1, 2002 (the “**Original Lease Agreement**”), by and between Pilgrim and the Agency; and

WHEREAS, Pilgrim subleased the Facility to the Company until the Effective Date (as such term is defined in the Assignment, Assumption and Release Agreement defined below) pursuant to a certain Sublease Agreement, dated January 25, 2002 (the “**Sublease**”); and

WHEREAS, pursuant to the Assignment, Assumption and Release Agreement, dated as of January 1, 2002 (the “**Assignment, Assumption and Release Agreement**”), among Pilgrim, the Company and the Agency, Pilgrim assigned to the Company, its rights, title, interest, obligations, liabilities and duties under the Original Lease Agreement, the Payment-in-lieu-of-Tax Agreement, dated as of January 1, 2002 (the “**Original PILOT Agreement**”), among the Company, Pilgrim and the Agency, and the Environmental Compliance and Indemnification Agreement, dated as of January 1, 2002 (the “**Original Environmental compliance and Indemnification Agreement**”), between the Company and the Agency; and

WHEREAS, the Agency and the Company previously agreed to assign to Pilgrim East L.P., a limited partnership duly organized and validly existing under the laws of the State of New York having its principal office at 1 Executive Drive, Edgewood, New York 11717 (“**Pilgrim East**”), that portion of the Original Lease Agreement corresponding to the Facility Land located east of the Sagtikos Parkway (the “**2002A Facility**”) pursuant to a Partial Assignment of Lease, dated December 30, 2002 (the “**Partial Assignment of Lease**”), by and between the Company and Pilgrim East, and a 2002A Facility Lease Agreement, dated as of December 1, 2002, (the “**2002A Facility Lease Agreement**”), between the Agency and Pilgrim East; and

WHEREAS, the remainder of the Facility Land (the “**2002B Facility**”) was leased by the Agency to the Company pursuant to the Amended and Restated Lease Agreement, dated as of December 1, 2002 (the “**First Amended and Restated Lease Agreement**”), between the Agency and the Company, a memorandum of which Amended and Restated Lease Agreement was to be recorded in the Suffolk County Clerk’s Office; and

WHEREAS, in connection with the leasing of the 2002B Facility, the Agency and the Company entered into an Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2002 (the “**First Amended and Restated PILOT Agreement**”), which provided for the Company to make payments in lieu of real property taxes on the 2002B Facility; and

WHEREAS, the Agency and the Company previously entered into a certain Amended and Restated Environmental Compliance and Indemnification Agreement dated as of December 1, 2002 (the “**First Amended and Restated Environmental Compliance Agreement**”); and

WHEREAS, the Agency thereafter granted the Company’s request for an extension of benefits, including an extension and modification of payment-in-lieu-of-tax benefits provided under the First Amended and Restated PILOT Agreement for an additional period of ten (10) years; and

WHEREAS, in accordance with such extension of benefits, the Agency and the Company entered into a Second Amended and Restated Lease Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated Lease Agreement**”), a Second Amended and Restated PILOT Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated PILOT Agreement**”), and a Second Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated Environmental Compliance and Indemnification Agreement**”); and

WHEREAS, the Agency subsequently agreed to provide financial assistance to the Company in connection with a further extension and modification of the Existing PILOT Agreement for an additional period of one (1) year, ending November 30, 2023 (the “**2022 PILOT Extension**”); and

WHEREAS, in connection with the 2022 PILOT Extension, the Agency reconveyed title to the Facility to the Company and acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of November 1, 2022 (the “**Company Lease**”), by and between the Agency and the Company; and

WHEREAS, in connection with the reconveyance of title to the Facility, the execution of the Company Lease, and the 2022 PILOT Extension, the Agency and the Company agreed to further amend and restate the Second Amended and Restated Lease Agreement, the Second Amended and Restated PILOT Agreement and the Second Amended and Restated Environmental Compliance and Indemnification Agreement, all pursuant to a certain Third Amended and Restated Lease Agreement, dated as of November 1, 2022 (the “**Third Amended and Restated Lease Agreement**”), by and between the Company and the Agency; and

WHEREAS, in connection with a planned multi-phase development of the Project, the Company now has submitted a request for the Agency’s assistance in connection with the modification and extension of the abatement of real property taxes on the 2002B Facility, for an additional period of twenty (20) years (the “**2023 PILOT Extension**”); and

WHEREAS, the requested 2023 PILOT Extension deviates from the Agency’s Uniform Tax Exemption Policy (the “**Policy**”) originally adopted in or around December, 1993, as previously amended, because the 2023 PILOT Extension will result in a total term of real property tax abatement of forty-one (41) years; and

WHEREAS, in connection with the 2023 PILOT Extension, the Agency and the Company will (i) amend and restate the Company Lease pursuant to a certain Master Amended and Restated Company Lease Agreement dated as of June 1, 2023, or such other date as may be determined by the Chairman, Executive Director or counsel to the Agency (the “**Amended and Restated Company Lease**”), and (ii) amend and restate the Third Amended and Restated Lease Agreement, pursuant to a certain Fourth Amended and Restated Lease and Project Agreement dated as of June 1, 2023, or such other date as may be determined by the Chairman, Executive Director or counsel to the Agency (the “**Fourth Amended and Restated Lease Agreement**”), which Fourth Amended and Restated Lease

Agreement shall extend the term of such lease up to twenty (20) additional years, and also provide for the recapture of certain economic benefits; and

WHEREAS, the extension of the benefits under the Fourth Amended and Restated Lease Agreement is necessary to allow the Company to redevelop an important parcel of land in the Town of Islip which redevelopment is expected to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip; and

WHEREAS, a public hearing (the “**Hearing**”) was held on June 6, 2023, 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 2002B Facility could be heard; and

WHEREAS, notice of the Hearing was given on [____], 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 will be annexed hereto as Exhibit B; 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 extended abatement of real property taxes on the 2002B Facility as shown on Exhibit C annexed hereto, all consistent with the policies of the Agency; and

WHEREAS, the Agency has given due consideration to the application of the Company and to the representations by the Company that the actions of the Agency as contemplated by this resolution, and the Fourth Amended and Restated Lease Agreement are either an inducement to the Company to maintain and expand the 2002B Facility in the Town of Islip or are necessary to maintain the competitive positions of the Company in its industry; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the 2002B 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 continued leasing of the 2002B Facility; 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 2002B Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency Resolution No. 42, dated November 18, 2014, issued by the Islip Town Board (the “**SEQR Resolution**”), and the SEQR Findings Statement, dated November 14, 2014, issued

by the Islip Town Board (the “**SEQR Findings Statement**”) with respect to the Facility, copies of which are on file at the office of the Agency; and

WHEREAS, the Agency constitutes an “Involved Agency” (as defined in SEQR); and

WHEREAS, pursuant to the SEQR Resolution, the Lead Agency determined that the Action in connection with the Facility (the “**Action**”), is a Type 1 Action for SEQR purposes; and

WHEREAS, the Town of Islip Town Board (the “**Lead Agency**”), reviewed the 2002B Facility as Lead Agency, and, following coordinated review, determined that the 2002B Facility would have a significant impact on the environment and required the Company to prepare the Generic Environmental Impact Statement (“**GEIS**”), dated April 24, 2014.

WHEREAS, the Lead Agency reviewed the GEIS, determined that the environmental impacts of the 2002B Facility will be mitigated to the maximum extent practicable, and adopted the SEQR Findings Statement, pursuant to the provisions of SEQR; and

WHEREAS, that determination constitutes a SEQR determination for purposes of SEQR and such SEQR determination by the Lead Agency is binding on the Agency.

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 2002B Facility continues to constitute a “project”, as such term is defined in the Act.
- (c) The continued leasing of the 2002B Facility by the Agency 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.
- (d) Based upon representations of the Company and its counsel, the 2002B 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 2002B Facility is located.
- (e) The 2002B Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with

Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder.

- (f) The Agency has determined that the proposed 2023 PILOT Extension for the 2002B Facility will promote and further the purposes of the Act.
- (g) It is desirable and in the public interest for the Agency consent to the 2023 PILOT Extension and to continue to lease the 2002B Facility to the Company.
- (h) The Fourth Amended and Restated Lease Agreement will be an effective instrument whereby the Agency and the Company will amend the Existing Lease Agreement, extend the term of the Existing Lease Agreement for a term of up to twenty (20) years, set forth the terms and conditions of the 2023 PILOT Extension, and amend and restated the Existing PILOT Agreement and the Existing Environmental Compliance and Indemnification Agreement.
- (i) The Project is considered extremely significant and vital to the economic health and well-being of the Town and therefor deviation from the Policy is appropriate.

Section 2. Based upon the GEIS and other representations and information furnished regarding the 2002B Facility, the Lead Agency determined that the environmental impacts of the 2002B Facility will be mitigated to the maximum extent possible and adopted the SEQR Findings Statement. That determination constitutes a SEQR determination for purposes of SEQR, which is binding on the Agency. The Agency concurs in the determination of the Lead Agency that the changes proposed to the 2002B Facility are consistent with the Lead Agency's SEQR determination, which remains binding on the Agency.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) amend and restate the Company Lease, (ii) execute, deliver and perform the Amended and Restated Company Lease, (iii) amend and restate the Third Amended and Restated Lease Agreement, to reflect the 2023 PILOT Extension, and extending the term of the Third Amended and Restated Lease Agreement for a term of up to twenty (20) years, and (vi) execute, deliver and perform the Fourth Amended and Restated Lease Agreement.

Section 4. Subject to the provisions of this resolution and the Fourth Amended and Restated Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the Agency Documents (as defined below), and such other related documents as may be necessary or appropriate to effect the 2023 PILOT Extension for the 2002B Facility.

Section 5. Subject to the provisions of this resolution and the Fourth Amended and Restated Lease Agreement, the Agency is hereby authorized to grant the 2023 PILOT Extension for the 2002B Facility 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 6. Subject to the provisions of this resolution and the Fourth Amended and Restated Lease Agreement, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in the form of extended abatement of real property taxes on the 2002B Facility as shown on Exhibit C annexed hereto, all consistent with the policies of the Agency.

Section 7. Subject to the provisions of this resolution and the Lease Agreement:

(a) The Chairman, Executive Director, Deputy Executive Director, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Amended and Restated Company Lease and the Fourth Amended and Restated Lease Agreement in substantially the form thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Chief Executive Officer, or any member of the Agency shall approve, and 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.

(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 8. Subject to the provisions of this resolution, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the 2002B Facility in the form extended abatement of real property taxes on the 2002B Facility as shown on Exhibit C annexed hereto, all consistent with the policies of the Agency.

Section 9. Subject to the provisions of this resolution and the Fourth Amended and Restated 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 10. Any expenses incurred by the Agency with respect to the 2002B Facility shall be paid by the Company. The Company has agreed to pay such expenses and further shall 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 2002B Facility.

Section 11. This resolution shall take effect immediately.

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 6th day of June, 2023, at __:__ a.m., local time, at 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

The Agency has previously assisted 22-50 Jackson Avenue Associates L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, having an office at 1 Executive Drive, Edgewood, New York 11717 (the “**Company**”), with the acquisition and leasing of an approximately 372.039 acre parcel of land located at the former Pilgrim Psychiatric Hospital, in Brentwood, Town of Islip, Suffolk County, New York and more particularly in the northerly section of such property south of the Long Island Expressway, west of Crooked Hill Road and west of the Sagtikos Parkway, to be used by the Company for future industrial and economic development purposes (the “**Facility**”). The Facility is owned, operated and/or managed by the Company.

The Facility is currently leased by the Agency to the Company pursuant to a certain Amended and Restated Lease Agreement, dated as of December 1, 2002 (the “**Original Lease Agreement**”), as amended and restated pursuant to a certain Second Amended and Restated Lease Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated Lease Agreement**”), and as further amended and restated pursuant to a certain Third Amended and Restated Lease Agreement, dated as of November 1, 2022 (the “**Third Amended and Restated Lease Agreement**”, and together with the Original Lease Agreement and the Second Amended and Restated Lease Agreement, the “**Lease Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2002 (the “**Original PILOT Agreement**”), as amended and restated pursuant to a certain Second Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated PILOT Agreement**”, and together with the Original PILOT Agreement, the “**PILOT Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 1, 2002 (the “**Original Environmental Compliance and Indemnification Agreement**”), as amended and restated pursuant to a certain Second Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated Environmental Compliance and Indemnification Agreement**”, and together with the Original Environmental Compliance and

Indemnification Agreement, the “**Environmental Compliance Indemnification Agreement**”) by and between the Company and the Agency.

The Agency previously agreed to provide financial assistance to the Company in connection with a further extension and modification of the PILOT Agreement for an additional period of one (1) year, ending November 30, 2023 (the “**2022 PILOT Extension**”).

In connection with the 2022 PILOT Extension, the Agency reconveyed title to the Facility to the Company and acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of November 1, 2022 (the “**Company Lease**”), by and between the Agency and the Company.

In connection with the reconveyance of title to the Facility, the execution of the Company Lease, and the 2022 PILOT Extension, the Agency and the Company agreed to further amend and restate the PILOT Agreement and the Environmental Compliance and Indemnification Agreement, all pursuant to the Third Amended and Restated Lease Agreement.

In connection with a planned multi-phased development of the Project, the Company has now requested the Agency’s assistance in connection with the modification and extension of the abatement of real property taxes on the Facility (the “**2023 PILOT Extension**”).

The Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of abatement of real property taxes.

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 extension of benefits of the proposed Facility.

Dated: May __, 2023

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: John G. Walser
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
JUNE 6, 2023

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(22-50 JACKSON AVENUE ASSOCIATES L.P. 2002B FACILITY)

1. _____, _____ of the Town of Islip Industrial Development Agency (the “**Agency**”) called the hearing to order.

2. The _____ then described the location and nature of the Facility to be financed as follows:

The Agency has previously assisted 22-50 Jackson Avenue Associates L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, having an office at 1 Executive Drive, Edgewood, New York 11717 (the “**Company**”), with the acquisition and leasing of an approximately 372.039 acre parcel of land located at the former Pilgrim Psychiatric Hospital, in Brentwood, Town of Islip, Suffolk County, New York and more particularly in the northerly section of such property south of the Long Island Expressway, west of Crooked Hill Road and west of the Sagtikos Parkway, to be used by the Company for future industrial and economic development purposes (the “**Facility**”). The Facility is owned, operated and/or managed by the Company.

The Facility is currently leased by the Agency to the Company pursuant to a certain Amended and Restated Lease Agreement, dated as of December 1, 2002 (the “**Original Lease Agreement**”), as amended and restated pursuant to a certain Second Amended and Restated Lease Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated Lease Agreement**”), and as further amended and restated pursuant to a certain Third Amended and Restated Lease Agreement, dated as of November 1, 2022 (the “**Third Amended and Restated Lease Agreement**”, and together with the Original Lease Agreement and the Second Amended and Restated Lease Agreement, the “**Lease Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2002 (the “**Original PILOT Agreement**”), as amended and restated pursuant to a certain Second Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated**

PILOT Agreement”, and together with the Original PILOT Agreement, the “**PILOT Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 1, 2002 (the “**Original Environmental Compliance and Indemnification Agreement**”), as amended and restated pursuant to a certain Second Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 31, 2012 (the “**Second Amended and Restated Environmental Compliance and Indemnification Agreement**”, and together with the Original Environmental Compliance and Indemnification Agreement, the “**Environmental Compliance Indemnification Agreement**”) by and between the Company and the Agency.

The Agency previously agreed to provide financial assistance to the Company in connection with a further extension and modification of the PILOT Agreement for an additional period of one (1) year, ending November 30, 2023 (the “**2022 PILOT Extension**”).

In connection with the 2022 PILOT Extension, the Agency reconveyed title to the Facility to the Company and acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of November 1, 2022 (the “**Company Lease**”), by and between the Agency and the Company.

In connection with the reconveyance of title to the Facility, the execution of the Company Lease, and the 2022 PILOT Extension, the Agency and the Company agreed to further amend and restate the PILOT Agreement and the Environmental Compliance and Indemnification Agreement, all pursuant to the Third Amended and Restated Lease Agreement.

In connection with a planned multi-phased development of the Project, the Company has now requested the Agency’s assistance in connection with the modification and extension of the abatement of real property taxes on the Facility (the “**2023 PILOT Extension**”).

The Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of abatement of real property taxes.

3. The hearing officer then opened up the hearing for comments from the floor for or against the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

4. The _____ then asked if there were any further comments and, there being none, the hearing was closed at _____ .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 June 6, 2023, at __:__ a.m. local time, at the Town of Islip Department of Economic Development, the Office of Economic Development Conference Room, 40 Nassau Avenue, Islip, New York with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 6, 2023.

Assistant Secretary

EXHIBIT C

Proposed PILOT Schedule

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), Suffolk County, Brentwood School District and Appropriate Special Districts.

Property Address 998 Crooked Hill Road, Brentwood, New York

Tax Map No. 0500-071.00-01.00-010.008

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

Formula: 20-year abatement starting at 50% of assessed land value decreasing 1% annually

Year

- 1 100% normal tax on 50% of the assessed land value
- 2 100% normal tax on 51% of the assessed land value
- 3 100% normal tax on 52% of the assessed land value
- 4 100% normal tax on 53% of the assessed land value
- 5 100% normal tax on 54% of the assessed land value
- 6 100% normal tax on 55% of the assessed land value
- 7 100% normal tax on 56% of the assessed land value
- 8 100% normal tax on 57% of the assessed land value
- 9 100% normal tax on 58% of the assessed land value
- 10 100% normal tax on 59% of the assessed land value
- 11 100% normal tax on 60% of the assessed land value
- 12 100% normal tax on 61% of the assessed land value
- 13 100% normal tax on 62% of the assessed land value
- 14 100% normal tax on 63% of the assessed land value
- 15 100% normal tax on 64% of the assessed land value
- 16 100% normal tax on 65% of the assessed land value
- 17 100% normal tax on 66% of the assessed land value
- 18 100% normal tax on 67% of the assessed land value
- 19 100% normal tax on 68% of the assessed land value
- 20 100% normal tax on 69% of the assessed land value
- 21 and beyond 100% normal tax on the assessed land value

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 13, 2023**

AGENDA ITEM # 5

**TYPE OF RESOLUTION: MODIFICATION & EXTENSION
PILGRIM EAST, L.P.**

Date: June 13, 2023

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 13th day of June, 2023, 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 a modification and extension of PILOT benefits and the establishment of master project documents in connection with a certain industrial development facility more particularly described below (Pilgrim East L.P. 2002A 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 APPROVING THE MODIFICATION AND EXTENSION OF THE PILOT BENEFITS AND THE ESTABLISHMENT OF MASTER PROJECT DOCUMENTS FOR A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR PILGRIM EAST L.P. 2002A FACILITY AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO THE COMPANY LEASE AND THE LEASE AGREEMENT AND THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH 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 has previously assisted Pilgrim East L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, having an office at 1 Executive Drive, Edgewood, New York 11717 (the “**Company**”), with the acquisition and leasing of an approximately 79.928 acre parcel of land located at the former Pilgrim Psychiatric Hospital, in Brentwood, Town of Islip, Suffolk County, New York and more particularly south of Community College Road, east of the Sagtikos Parkway, east and west of Crooked Hill Road and north of Pilgrim Road, to be used by the Company for future industrial and economic development purposes (the “**Facility**”); and

WHEREAS, the Agency leased the Facility to the Company pursuant to a certain 2002A Facility Lease Agreement, dated as of December 1, 2022, as amended and restated as of December 31, 2012 (collectively, the “**Original Lease Agreement**”), a memorandum of which Original Lease Agreement was to be recorded in the Suffolk County Clerk’s Office; and

WHEREAS, in connection with the leasing of the Facility, the Agency and the Company entered into a 2002A Facility Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2002, as amended and restated as of December 31, 2012 (collectively, the “**Original PILOT Agreement**”), which provided for the Company to make payments in lieu of real property taxes on the Facility; and

WHEREAS, the Agency and the Company previously entered into a certain 2002A Facility Environmental Compliance and Indemnification Agreement dated as of December 1, 2002, as amended and restated as of December 31, 2012 (collectively, the “**Original Environmental Compliance Agreement**”); and

WHEREAS, the Company previously requested the Agency's consent to an extension of payment-in-lieu-of-tax, exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, and exemptions from sales and use taxes in connection with the demolition of existing buildings, site preparation and the installation of necessary utilities and roadways and the extension; and

WHEREAS, the modification and extension of the current abatement of real property taxes on the Facility were effectuated with an Amended and Restated 2002A Facility Payment-in-Lieu-of-Tax Agreement dated as of December 31, 2012 (the "**Amended and Restated PILOT Agreement**"), by and between the Company and the Agency; and

WHEREAS, in accordance with such extension of benefits, the parties entered into an Amended and Restated 2002A Facility Lease Agreement dated as of December 31, 2012 (the "**Amended and Restated Lease Agreement**"), by and among the Company and the Agency and an Amended and Restated 2002A Facility Environmental Compliance and Indemnification Agreement dated as of December 31, 2012 (the "**Amended and Restated Environmental Compliance and Indemnification Agreement**"), by and between the Company and the Agency; and

WHEREAS, the Agency subsequently agreed to provide financial assistance to the Company in connection with a further extension and modification of the Amended and Restated PILOT Agreement for an additional period of one (1) year, ending November 30, 2023 (the "**2022 PILOT Extension**"); and

WHEREAS, in connection with the 2022 PILOT Extension, the Agency reconveyed title to the Facility to the Company and acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of November 1, 2022 (the "**Company Lease**"), by and between the Agency and the Company; and

WHEREAS, in connection with the reconveyance of title to the Facility, the execution of the Company Lease, and the 2022 PILOT Extension, the Agency and the Company agreed to further amend and restate the Amended and Restated PILOT Agreement and the Amended and Restated Environmental Compliance and Indemnification Agreement, all pursuant to a certain Second Amended and Restated Lease Agreement, dated as of November 1, 2022 (the "**Second Amended and Restated Lease Agreement**"), by and between the Company and the Agency; and

WHEREAS, in connection with a planned multi-phase development of the Project, the Company now has submitted a request for the Agency's assistance in connection with the modification and extension of the abatement of real property taxes on the 2002B Facility, for an additional period of twenty (20) years (the "**2023 PILOT Extension**"); and

WHEREAS, the requested 2023 PILOT Extension deviates from the Agency's Uniform Tax Exemption Policy (the "**Policy**") originally adopted in or around December, 1993, as previously amended, because the 2023 PILOT Extension will result in a total term of real property tax abatement of forty-one (41) years; and

WHEREAS, in connection with the 2023 PILOT Extension, the Agency and the Company will (i) amend and restate the Company Lease pursuant to a certain Master Amended and Restated Company Lease Agreement dated as of June 1, 2023, or such other date as may be determined by the Chairman, Executive Director or counsel to the Agency (the “**Amended and Restated Company Lease**”), and (ii) amended and restate the Second Amended and Restated Lease Agreement pursuant to a certain Master Third Amended and Restated Lease and Project Agreement dated as of June 1, 2023, or such other date as may be determined by the Chairman, Executive Director or counsel to the Agency (the “**Third Amended and Restated Lease Agreement**”), which Third Amended and Restated Lease Agreement shall extend the term of such lease up to twenty (20) additional years, and also provide for the recapture of certain economic benefits; and

WHEREAS, the extension of the benefits under the Third Amended and Restated Lease Agreement is necessary to allow the Company to redevelop an important parcel of land in the Town of Islip which redevelopment is expected to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip; and

WHEREAS, a public hearing (the “**Hearing**”) was held on June 6, 2023 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 could be heard; and

WHEREAS, notice of the Hearing was given on [____], 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 will be annexed hereto as Exhibit B; 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 extended abatement of real property taxes on the Facility as shown on Exhibit C annexed hereto, all consistent with the policies of the Agency; and

WHEREAS, the Agency has given due consideration to the application of the Company and to the representations by the Company that the actions of the Agency as contemplated by this resolution, and the Third Amended and Restated Lease Agreement are either an inducement to the Company to maintain and expand the Facility in the Town of Islip or are necessary to maintain the competitive positions of the Company in its industry; 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 continued leasing of the Facility; 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 submitted to the Agency Resolution No. 42, dated November 18, 2014, issued by the Islip Town Board (the “**SEQR Resolution**”), and the SEQR Findings Statement, dated November 14, 2014, issued by the Islip Town Board (the “**SEQR Findings Statement**”) with respect to the Facility, copies of which are on file at the office of the Agency; and

WHEREAS, the Agency constitutes an “Involved Agency” (as defined in SEQR); and

WHEREAS, pursuant to the SEQR Resolution, the Lead Agency determined that the Action in connection with the Facility (the “**Action**”), is a Type 1 Action for SEQR purposes; and

WHEREAS, the Town of Islip Town Board (the “**Lead Agency**”), reviewed the Facility as Lead Agency, and, following coordinated review, determined that the Facility would have a significant impact on the environment and required the Company to prepare the Generic Environmental Impact Statement (“**GEIS**”), dated April 24, 2014.

WHEREAS, the Lead Agency reviewed the GEIS, determined that the environmental impacts of the Facility will be mitigated to the maximum extent practicable, and adopted the SEQR Findings Statement, pursuant to the provisions of SEQR; and

WHEREAS, that determination constitutes a SEQR determination for purposes of SEQR and such SEQR determination by the Lead Agency is binding on the Agency.

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 continued leasing of the Facility by the Agency 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.

- (d) Based upon representations of the Company and its counsel, 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.
- (e) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder.
- (f) The Agency has determined that the proposed 2023 PILOT Extension for the Facility will promote and further the purposes of the Act.
- (g) It is desirable and in the public interest for the Agency consent to the 2023 PILOT Extension and to continue to lease the Facility to the Company.
- (h) The Third Amended and Restated Lease Agreement will be an effective instrument whereby the Agency and the Company will amend the Second Amended and Restated Lease Agreement, extend the term of the Existing Lease Agreement for a term of up to twenty (20) years, and set forth the terms and conditions of the 2023 PILOT Extension.
- (i) The Project is considered extremely significant and vital to the economic health and well-being of the Town and therefor deviation from the Policy is appropriate.

Section 2. Based upon the GEIS and other representations and information furnished regarding the Facility, the Lead Agency determined that the environmental impacts of the Facility will be mitigated to the maximum extent possible and adopted the SEQR Findings Statement. That determination constitutes a SEQR determination for purposes of SEQR, which is binding on the Agency. The Agency concurs in the determination of the Lead Agency that the changes proposed to the Facility are consistent with the Lead Agency's SEQR determination, which remains binding on the Agency.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) amend and restate the Company Lease, (ii) execute, deliver and perform the Amended and Restated Company Lease, (iii) amend and restate the Second Amended and Restated Lease Agreement to reflect the 2023 PILOT Extension, and extending the term of the Lease Agreement for a term of up to twenty (20) years, and (vi) execute, deliver and perform the Third Amended and Restated Lease Agreement.

Section 4. Subject to the provisions of this resolution and the Third Amended and Restated Lease Agreement, the Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the Agency Documents (as defined below), and such other related documents as may be necessary or appropriate to effect the 2023 PILOT Extension for the Facility.

Section 5. Subject to the provisions of this resolution and the Third Amended and Restated Lease Agreement, the Agency is hereby authorized to grant the 2023 PILOT Extension for the Facility 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 6. Subject to the provisions of this resolution and the Third Amended and Restated Lease Agreement, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in the form of extended abatement of real property taxes on the Facility as shown on Exhibit C annexed hereto, all consistent with the policies of the Agency.

Section 7. Subject to the provisions of this resolution and the Third Amended and Restated Lease Agreement:

(a) The Chairman, Executive Director, Deputy Executive Director, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Amended and Restated Company Lease and the Third Amended and Restated Lease Agreement in substantially the form thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Chief Executive Officer, or any member of the Agency shall approve, and 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.

(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 8. Subject to the provisions of this resolution, the Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the Facility in the form extended abatement of real property taxes on the Facility as shown on Exhibit C annexed hereto, all consistent with the policies of the Agency.

Section 9. Subject to the provisions of this resolution and the Third Amended and Restated 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 10. Any expenses incurred by the Agency with respect to the Facility shall be paid by the Company. The Company has agreed to pay such expenses and further shall 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 11. This resolution shall take effect immediately.

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 6th day of June, 2023, at __:__ a.m., local time, at 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

The Agency has previously assisted Pilgrim East L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, having an office at 1 Executive Drive, Edgewood, New York 11717 (the “**Company**”), with the acquisition and leasing of an approximately 79.928 acre parcel of land located at the former Pilgrim Psychiatric Hospital, in Brentwood, Town of Islip, Suffolk County, New York and more particularly south of Community College Road, east of the Sagtikos Parkway, east and west of Crooked Hill Road and north of Pilgrim Road, to be used by the Company for future industrial and economic development purposes (the “**Facility**”). The Facility is owned, operated and/or managed by the Company.

The Facility is currently leased by the Agency to the Company pursuant to a certain 2002A Facility Lease Agreement, dated as of December 1, 2002 (the “**2002A Facility Lease Agreement**”), as amended and restated pursuant to a certain Amended and Restated Lease Agreement, dated as of December 31, 2012 (the “**Amended and Restated Lease Agreement**”), and as further amended and restated pursuant to a certain Second Amended and Restated Lease Agreement, dated as of November 1, 2023 (the “**Second Amended and Restated Lease Agreement**”, and together with the 2002A Facility Lease Agreement and the Amended and Restated Lease Agreement, the “**Lease Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain 2002A Facility Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2002 (the “**Original PILOT Agreement**”), as amended and restated pursuant to a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2012 (the “**Amended and Restated PILOT Agreement**”, and together with the Original PILOT Agreement, the “**PILOT Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain 2002A Environmental Compliance and Indemnification Agreement, dated as of December 1, 2002 (the “**Original Environmental Compliance and Indemnification Agreement**”), as amended and restated pursuant to a certain Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 31, 2012 (the “**Amended and Restated Environmental Compliance and Indemnification Agreement**”, and together with the Original Environmental Compliance and Indemnification Agreement, the

“**Environmental Compliance Indemnification Agreement**”) by and between the Company and the Agency.

The Agency previously agreed to provide financial assistance to the Company in connection with a further extension and modification of the PILOT Agreement for an additional period of one (1) year, ending November 30, 2023 (the “**2022 PILOT Extension**”).

In connection with the 2022 PILOT Extension, the Agency reconveyed title to the Facility to the Company and acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of November 1, 2022 (the “**Company Lease**”), by and between the Agency and the Company.

In connection with the reconveyance of title to the Facility, the execution of the Company Lease, and the 2022 PILOT Extension, the Agency and the Company agreed to further amend and restate the PILOT Agreement and the Environmental Compliance and Indemnification Agreement, all pursuant to the Second Amended and Restated Lease Agreement.

In connection with a planned multi-phased development of the Project, the Company has now requested the Agency’s assistance in connection with the modification and extension of the abatement of real property taxes on the Facility (the “**2023 PILOT Extension**”).

The Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of abatement of real property taxes.

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 extension of benefits of the proposed Facility.

Dated: May __, 2023

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: John G. Walser
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
JUNE 6, 2023

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(PILGRIM EAST L.P. 2002A FACILITY)

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

2. The _____ then described the location and nature of the Facility to be financed as follows:

The Agency has previously assisted Pilgrim East L.P., a limited partnership duly organized and validly existing under the laws of the State of New York, having an office at 1 Executive Drive, Edgewood, New York 11717 (the “**Company**”), with the acquisition and leasing of an approximately 79.928 acre parcel of land located at the former Pilgrim Psychiatric Hospital, in Brentwood, Town of Islip, Suffolk County, New York and more particularly south of Community College Road, east of the Sagtikos Parkway, east and west of Crooked Hill Road and north of Pilgrim Road, to be used by the Company for future industrial and economic development purposes (the “**Facility**”). The Facility is owned, operated and/or managed by the Company.

The Facility is currently leased by the Agency to the Company pursuant to a certain 2002A Facility Lease Agreement, dated as of December 1, 2002 (the “**2002A Facility Lease Agreement**”), as amended and restated pursuant to a certain Amended and Restated Lease Agreement, dated as of December 31, 2012 (the “**Amended and Restated Lease Agreement**”), and as further amended and restated pursuant to a certain Second Amended and Restated Lease Agreement, dated as of November 1, 2023 (the “**Second Amended and Restated Lease Agreement**”, and together with the 2002A Facility Lease Agreement and the Amended and Restated Lease Agreement, the “**Lease Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain 2002A Facility Payment-in-Lieu-of-Tax Agreement, dated as of December 1, 2002 (the “**Original PILOT Agreement**”), as amended and restated pursuant to a certain Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of December 31, 2012 (the “**Amended and Restated PILOT Agreement**”, and together with the Original PILOT Agreement, the “**PILOT Agreement**”), by and between the Company and the Agency.

In connection with the leasing of the Facility, the Company and the Agency entered into a certain 2002A Environmental Compliance and Indemnification Agreement, dated as of December 1, 2002 (the “**Original Environmental Compliance and Indemnification Agreement**”), as amended and restated pursuant to a certain Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of December 31, 2012 (the “**Amended and Restated Environmental Compliance and Indemnification Agreement**”, and together with the Original Environmental Compliance and Indemnification Agreement, the “**Environmental Compliance Indemnification Agreement**”) by and between the Company and the Agency.

The Agency previously agreed to provide financial assistance to the Company in connection with a further extension and modification of the PILOT Agreement for an additional period of one (1) year, ending November 30, 2023 (the “**2022 PILOT Extension**”).

In connection with the 2022 PILOT Extension, the Agency reconveyed title to the Facility to the Company and acquired a leasehold interest in the Facility pursuant to a certain Company Lease Agreement, dated as of November 1, 2022 (the “**Company Lease**”), by and between the Agency and the Company.

In connection with the reconveyance of title to the Facility, the execution of the Company Lease, and the 2022 PILOT Extension, the Agency and the Company agreed to further amend and restate the PILOT Agreement and the Environmental Compliance and Indemnification Agreement, all pursuant to the Second Amended and Restated Lease Agreement.

In connection with a planned multi-phased development of the Project, the Company has now requested the Agency’s assistance in connection with the modification and extension of the abatement of real property taxes on the Facility (the “**2023 PILOT Extension**”).

The Agency contemplates that it will provide financial assistance to the Company consistent with the policies of the Agency, in the form of abatement of real property taxes.

3. The hearing officer then opened up the hearing for comments from the floor for or against the location and nature of the Facility. The following is a listing of the persons heard and a summary of their views:

4. The _____ then asked if there were any further comments and, there being none, the hearing was closed at _____ .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 June 6, 2023, at __:__ a.m. local time, at the Town of Islip Department of Economic Development, the Office of Economic Development Conference Room, 40 Nassau Avenue, Islip, New York with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 6, 2023.

Assistant Secretary

EXHIBIT C

PILOT Schedule

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), Suffolk County, Brentwood School District and Appropriate Special Districts.

Property Address 998 Crooked Hill Road, Brentwood, New York

Tax Map No. 0500-071.00-01.00-013.006

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

Formula: 20-year abatement starting at 50% of assessed land value decreasing 1% annually

Year

- 1 100% normal tax on 50% of the assessed land value
- 2 100% normal tax on 51% of the assessed land value
- 3 100% normal tax on 52% of the assessed land value
- 4 100% normal tax on 53% of the assessed land value
- 5 100% normal tax on 54% of the assessed land value
- 6 100% normal tax on 55% of the assessed land value
- 7 100% normal tax on 56% of the assessed land value
- 8 100% normal tax on 57% of the assessed land value
- 9 100% normal tax on 58% of the assessed land value
- 10 100% normal tax on 59% of the assessed land value
- 11 100% normal tax on 60% of the assessed land value
- 12 100% normal tax on 61% of the assessed land value
- 13 100% normal tax on 62% of the assessed land value
- 14 100% normal tax on 63% of the assessed land value
- 15 100% normal tax on 64% of the assessed land value
- 16 100% normal tax on 65% of the assessed land value
- 17 100% normal tax on 66% of the assessed land value
- 18 100% normal tax on 67% of the assessed land value
- 19 100% normal tax on 68% of the assessed land value
- 20 100% normal tax on 69% of the assessed land value
- 21 and beyond 100% normal tax on the assessed land value

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 13, 2023**

AGENDA ITEM # 6

**TYPE OF RESOLUTION: AUTHORIZING RESOLUTION
OL COVENTRY**

Date: June 13, 2023

At a meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), held at 40 Nassau Street, Islip, New York 11751 on the 13th day of June, 2023 the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to acquisition of a leasehold interest in a certain industrial development facility more particularly described below (OL Coventry, LLC 2023 Facility) and the leasing of the facility to OL Coventry, LLC.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF OL COVENTRY, LLC, A NEW YORK LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF OL COVENTRY, 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, OL Coventry, 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 OL Coventry LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of an approximately 8.6 acre parcel of land located at 725 Eastview Drive, Central Islip, New York 11722 (SCTM# 0500-142.00-13.00-001.001) (the “**Land**”), the construction of eleven (11) two-story buildings thereon totaling approximately 115,350 square feet, and the construction thereon of an additional approximately 2,700 square foot clubhouse 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 is to be used as a multi-family residential apartment development, consisting of approximately one hundred (100) two-bedroom units located throughout eleven (11) two-story buildings, a clubhouse building, and a swimming pool (the “**Project**”); and

WHEREAS, the Agency, by resolution duly adopted on May 16, 2023 (the “**Inducement Resolution**”), decided to proceed under the provisions of the Act; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements pursuant to a certain Company Lease Agreement, dated as of June 1, 2023 or such other date as the Chairman, Executive Director or Deputy 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 June 1, 2023 or such other date as the Chairman, Executive Director or Deputy 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, 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 \$30,200,000 but not to exceed \$34,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$226,500 but not to exceed \$255,000, 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 the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$1,167,825, 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); 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 has required the Company to provide to the Agency a feasibility report (the “**Feasibility Study**”), together with such letters or reports from interested parties and governmental agencies or officials (the “**Letters of Support**”); and together with the Feasibility Study, the “**Requisite Materials**”) to enable the Agency to make findings and determinations that the Facility qualifies as a “project” under the Act and that the Facility satisfies all other requirements of the Act, and such Requisite Materials are listed below and attached as Exhibit C to the Inducement Resolution:

1. Economic and Fiscal Feasibility Study for the Town of Islip Industrial Development Agency, OL Coventry, LLC, dated April 28, 2023, by Nelson Pope Voorhis;
2. New York Law Journal Article, dated March 22, 2017 on Eligibility of Residential Developments for IDA Benefits by Anthony Guardino, Esq.; and

3. Ryan et al. v. Town of Hempstead Industrial Development Agency et al.; and

WHEREAS, the Agency's Uniform Tax Exemption Policy ("UTE~~P~~"), which such UTE~~P~~ is annexed to the Inducement Resolution as Exhibit D, provides for the granting of financial assistance by the Agency for housing projects pursuant to Section I.A.4.; and

WHEREAS, the Agency has given due consideration to the application of the Company to the Agency for financial assistance (the "**Application**"), and to representations of the Company therein; 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 Agency (a majority of the members thereof affirmatively concurring) as follows:

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, construction, equipping, furnishing and operation of the Facility is an "unlisted" action, as that term is defined in the SEQR 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 SEQR. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQR or as may be deemed advisable by the Chairman or Executive Director of the Agency or counsel to the Agency.

Section 2. In connection with the acquisition, construction and equipping of the Facility the Agency hereby makes the following determinations and findings based upon the Agency's review of the information provided by the Company with respect to the Facility, including, the Company's Application, the Requisite Materials and other public information:

(a) There is a lack of affordable, safe, clean and modern rental housing in the Town of Islip;

(b) Such lack of rental housing has resulted in individuals leaving the Town of Islip and therefore adversely affecting employers, businesses, retailers, banks, financial institutions, insurance companies, health and legal services providers and other merchants in the Town of Islip and otherwise adversely impacting the economic health and well-being of the residents of the Town of Islip, employers, and the tax base of the Town of Islip;

(c) The Facility, by providing such rental housing will enable persons to remain in the Town of Islip and thereby to support the businesses, retailers, banks, and other financial institutions, insurance companies, health care and legal services providers and other merchants in the Town of Islip which will increase the economic health and well-being of the residents of the Town of Islip, help preserve and increase permanent private sector jobs in furtherance of the Agency's public purposes as set forth in the Act, and therefore the Agency finds and determines that the Facility is a commercial project within the meaning of Section 854(4) of the Act;

(d) The Facility will provide services, i.e., rental housing, which but for the Facility, would not otherwise be reasonably accessible to the residents of the Town of Islip.

Section 3. The Agency hereby finds and determines:

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

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The 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 they intend to provide an additional one and a half (1.5) full-time employees within the first year after completion of the Facility; and

(d) The acquisition, construction and equipping of the Facility and the leasing and subleasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Town of Islip, and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(e) The acquisition, construction and equipping of the Facility is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(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, Suffolk County, and all regional and local land use plans for the area in which the Facility is located; and

(g) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

(h) It is desirable and in the public interest for the Agency to sublease the Land and the Improvements and to lease the Equipment to the Company; and

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

(j) The Lease Agreement will be an effective instrument whereby the Agency leases and subleases the 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 Agreement may recapture some or all of the benefits granted to the Company; and

(k) 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 4. 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 5. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Company Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) 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 6. 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 7. The Agency is hereby further 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 8. 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 \$30,200,000 but not to exceed \$34,000,000 corresponding to mortgage recording tax exemptions presently estimated to be \$226,500 but not to exceed \$255,000, 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 the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$1,167,825, 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), consistent with the policies of the Agency.

Section 9. 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, renovate, construct and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agent 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, renovate, 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 \$1,167,825 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 10. 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 11. 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 12.

(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, 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 13. 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 14. This resolution shall take effect immediately.

EXHIBIT A

Proposed PILOT Benefits

Formula for In-Lieu-of-Taxes Payment: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date thereof, within which the facility is wholly or partially located), Central Islip School District, Suffolk County and appropriate Special Districts.

Address: 725 Eastview Drive, Central Islip, New York 11722
Tax Map No. 0500-142.00-13.00-001.001

Definitions

X = \$120,200 (current land value)

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 0% normal tax on Y
3	100% normal tax on X and 0% normal tax on Y
4	100% normal tax on X and 0% normal tax on Y
5	100% normal tax on X and 0% normal tax on Y
6	100% normal tax on X and 10% normal tax on Y
7	100% normal tax on X and 20% normal tax on Y
8	100% normal tax on X and 30% normal tax on Y
9	100% normal tax on X and 40% normal tax on Y
10	100% normal tax on X and 50% normal tax on Y
11	100% normal tax on X and 60% normal tax on Y
12	100% normal tax on X and 70% normal tax on Y
13	100% normal tax on X and 80% normal tax on Y
14	100% normal tax on X and 90% normal tax on Y
15 and thereafter	100% normal tax on X and 100% normal tax on Y

Note: Company to pay normal tax due on X during construction phase, PILOT schedule to commence in tax year following receipt of certificate of occupancy.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR JUNE 13, 2023**

AGENDA ITEM # 7

**TYPE OF RESOLUTION: AUTHORIZING RESOLUTION
00-RAJON**

Date: June 13, 2023

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at 40 Nassau Avenue, Islip, New York 11751 on the 13th day of June, 2023 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 (AG-MRA 00 Rajon, LLC 2023 Facility) and the leasing of the facility to AG-MRA 00 Rajon, LLC for subleasing by AG-MRA 00 Rajon, 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 AG-MRA 00 RAJON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF AG-MRA 00 RAJON, 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, AG-MRA 00 Rajon, LLC an Delaware limited liability company, on behalf of itself and/or the principals of AG-MRA 00 Rajon, LLC and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Company**”), has applied to the Agency to enter into a transaction in which the Agency will assist in the acquisition of an approximately 3.26 acre parcel of land located at 00 Rajon Road, Bayport, New York 11705 (the “**Land**”), the construction and equipping thereon of an approximately 49,376 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 and manufacturing space (the “**Project**”); and

WHEREAS, the Agency, by resolution duly adopted on May 16, 2023 (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 June 1, 2023, 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 June 1, 2023 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 \$9,860,000 but not to exceed \$12,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$73,950 but not to exceed \$90,000, 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 \$386,918 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 preserve and/or provide twenty-two (22) (total) 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 \$9,860,000 but not to exceed \$12,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$73,950 but not to exceed \$90,000, 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 \$386,918, 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 \$386,918, 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.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on June 13, 2023, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 13th day of June, 2023.

Assistant Secretary

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), Bayport-Bluepoint Union Free School District, Suffolk County and Appropriate Special Districts.

00 Rajon Road, Bayport, New York 11705

Tax Map No. 0500-239.00-04.00-006.024

Definitions:

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

X = \$32,100 (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 JUNE 13, 2023**

AGENDA ITEM # 8

**TYPE OF RESOLUTION: AUTHORIZING RESOLUTION
33-RAJON**

Date: June 13, 2023

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”), held at 40 Nassau Avenue, Islip, New York 11751 on the 13th day of June, 2023 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 (AG-MRA 33 Rajon, LLC 2023 Facility) and the leasing of the facility to AG-MRA 33 Rajon, LLC for subleasing by AG-MRA 33 Rajon, 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 AG-MRA 33 RAJON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF AG-MRA 33 RAJON, 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, AG-MRA 33 Rajon, LLC an Delaware limited liability company, on behalf of itself and/or the principals of AG-MRA 33 Rajon, 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 8.05 acre parcel of land located at 33 Rajon Road, Bayport, New York 11705 (the “**Land**”), the demolition of an approximately 75,000 square foot building located on the Land, and the construction and equipping thereon of an approximately 122,700 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 and manufacturing space (the “**Project**”); and

WHEREAS, the Agency, by resolution duly adopted on May 16, 2023 (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 June 1, 2023, 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 June 1, 2023 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 \$29,000,000 but not to exceed \$32,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$217,500 but not to exceed \$240,000, 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 \$1,000,500 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 preserve and/or provide fifty-five (55) (total) 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, 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, 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 \$29,000,000 but not to exceed \$32,000,000, corresponding to mortgage recording tax exemptions presently estimated to be \$217,500 but not to exceed \$240,000, in connection with the financing of the acquisition, renovation, 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 \$1,000,500, 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, demolish, 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 \$1,000,500, 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), Bayport-Bluepoint Union Free School District, Suffolk County and Appropriate Special Districts.

33 Rajon Road, Bayport, New York 11705

Tax Map No. 0500-239.00-04.00-006.019, 006.022, 009.008, 009.012, 009.013, & 009.014

Definitions:

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

X = \$126,500 (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

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

No. 2

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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:

Jeffrey Panasci, 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, June 13, 2023 at 2:00 pm

- | | | | |
|----|---------------------------------|---------------------------|----|
| 1. | 71 West Shore Road, Oakdale | 0500-315.00-03.00-008.000 | CU |
| 2. | 101 LeGrand Street, Brentwood | 0500-035.00-01.00-081.000 | BU |
| 3. | 174 Jefferson Avenue, Brentwood | 0500-094.00-01.00-019.000 | CU |
| 4. | 1840 Sunrise Highway, Bay Shore | 0500-317.00-02.00-023.000 | BC |

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 71 West Shore Road, Oakdale, NY 11769.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 71 West Shore Road. Oakdale. NY 11769
 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.
-

Jeffrey Panasci
Signature of Commissioner/Department Head Sponsor

5/30/2023
Date

June 13, 2023

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 71 West Shore Road, Oakdale, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-315.00-03.00-008.000, 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, Estate of Thelma Cline, and also upon Financial Freedom Senior Funding Corporation, and also upon MERS, and also upon Secretary of Housing and Urban Development, by Certified Mail, Return Receipt requested on May 30, 2023, 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 June 13, 2023; 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 May 30, 2023, 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 June 13, 2023, 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, June 13, 2023, 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-
315.00-03.00-008.000.

UPON a vote being taken, the result was:

(G: Clean Up - 71 West Shore Road, 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: 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 the vacant premises located at 101 LeGrand Street, Brentwood, NY 11717.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 101 LeGrand Street, Brentwood, NY 11717
 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). SEQR review complete.
- Action not listed as Type 1 or Type II under Part 617 of the NYCRR. Short EAF required.
-

Jeffrey Parasci
Signature of Commissioner/Department Head Sponsor

5/30/2023
Date

June 13, 2023

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 101 LeGrand Street, Brentwood, 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 on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 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, Estate of Jennie Trivelli, and also upon US Bank NA as Trustee, and also upon Rushmore Loan Management Services LLC, and also upon Safeguard Properties Management LLC, and also upon Champion Mortgage Company, and also upon Bank of America, N.A., c/o Reverse Mortgage Solutions, and also upon Secretary of Housing and Urban Development, and also upon Benjamin Trivelli, and also upon Karen B. Olsen, Esq., Knuckles, Komosinski & Manfro, LLP, by Registered Mail, Return Receipt Requested on May 30, 2023, 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 June 13, 2023; and

WHEREAS, pursuant to Chapter 68 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 May 30, 2023, 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 June 13, 2023; 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 June 13, 2023, 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), to HUD standards, to wit: 5/8 inch plywood, painted gray and bolted from the interior, 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. 0500-035.00-01.00-081.000.

UPON a vote being taken, the result was:
(G:\Board up - 101 LeGrand Street, Brentwood)

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 174 Jefferson Avenue, Brentwood, NY 11717.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 174 Jefferson Avenue. Brentwood. NY 11717
 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.
-

Jeffrey Parasci
Signature of Commissioner/Department Head Sponsor

5/30/2023
Date

June 13, 2023

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 174 Jefferson Avenue, Brentwood, NY 11717, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-094.00-01.00-019.000, 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, Estate of Sally McDonald, and also upon Sally McDonald c/o Courtney Serviss, and also upon Bank of New York Mellon, Trustee, and also upon Celinek-Austin, and also upon PHH Mortgage-RMS, and also upon G.K. Equity Holdings Inc.-STRONG Mike, and also upon Financial Freedom Senior Funding Corporation, and also upon MERS, and also upon Onewest Bank N.A., and also upon CIT Bank, N.A., and also upon Secretary of Housing and Urban Development, and also upon Matt Rothstein, Esq., RAS Boriskin, LLC, by Certified Mail, Return Receipt requested on May 30, 2023, 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 June 13, 2023; 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 May 30, 2023, 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 June 13, 2023, 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, June 13, 2023, 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. 0500-094.00-01.00-019.000.

UPON a vote being taken, the result was:

(G: Clean Up - 174 Jefferson Avenue, Brentwood, NY 11717)

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 1840 Sunrise Highway, Bay Shore, NY 11706.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Surrounding area residents and travelers of Location
 2. Site or location effected by resolution: 1840 Sunrise Highway, Bay Shore, NY 11706
 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). SEQR review complete.
- Action not listed as Type 1 or Type II under Part 617 of the NYCRR. Short EAF required.
-

Jeffrey Panasci
Signature of Commissioner/Department Head Sponsor

5/30/2023
Date

June 13, 2023

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 1840 Sunrise Highway, Bay Shore, 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, 1840 Sunrise Highway LLC, and also upon Eastern Funding LLC, by Registered Mail, Return Receipt Requested on May 30, 2023, 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 June 13, 2023; 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 May 30, 2023, 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 June 13, 2023; 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 June 13, 2023, 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), 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. 0500-317.00-02.00-023.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 1840 Sunrise Highway, Bay Shore)

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

No. 3

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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 5/2/23 for (department) Assessor approved by Commissioner/Department Head (print name & sign) _____ and Comptroller Joseph Ludwig : at the Town Board Meeting on (date) 5/16/23, 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</u> <u>Account Number</u>	<u>Amount</u>	<u>Account Title</u>	<u>Increase</u> <u>Account Number</u>	<u>Amount</u>
Appr. Fund Balance	A..1002.09	20,000.00	Overtime	A.1355.19650	20,000.00

20,000.00

20,000.00

Justification: Transfer requested due to unforeseen overtime incurred as a result of delays caused by the "black Friday" cyber event.

Upon a vote being taken, the result was _____ Date _____

DISTRIBUTION

Town Clerk _____ Comptroller _____ 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 6/5/23 for (department) Public Works approved by Commissioner/Department Head (print name & sign) _____ and Comptroller Joseph Ludwig : at the Town Board Meeting on (date) 6/13/23, 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>
Appr. Fund Balance	A.1002.09	13,800.00	Property Repair	A.1630.44110	13,800.00

13,800.00

13,800.00

Justification: Transfer requested to remove an unused radio tower from a Town Facility as well as to dispose of an unused oil tank from 401 Main St.

Upon a vote being taken, the result was _____ Date _____

DISTRIBUTION

Town Clerk _____ Comptroller _____ 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.

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

No. 4

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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

06/13/23

- | | |
|---|--|
| 1) Recycling-Disposal of Electronics Waste (E-Waste)
(0423-71) | Ecotech Management Inc. |
| 2) Removal of Used Tires from Town Yards & Facilities
(423-45) | S&M Tire Recycling Inc. |
| 3) Automotive Hydraulic Oil (423-96) | Lubenet LLC |
| 4) Irrigation Parts for Islip Parks & Golf Courses
(423-160) | Ewing Irrigation Products
Site One Landscape Supply |
| 5) 15W40 All Spec Oil (523-157) | Lubenet LLC
Safety Kleen |

No: 1

BID ITEM: 0423-71 Recycling-Disposal of Electronics Waste (E-Waste)

BID PRICE: See Tabulation

LOWEST RESPONSIBLE BIDDER: Ecotech Management Inc.

COMPETITIVE BID: 4/5/2023

BUDGET ACCOUNT NUMBER : SR.8160.44222

ANTICIPATED EXPENDITURE: \$500.00

DEPARTMENT: DEC

JUSTIFICATION OF NEED: Required by law to collect & recycle e-waste

EXPLANATION IF NOT LOW BIDDER: _____

Recycling/Disposal Of Electronics Waste (E-Waste)

Contract# 0423-71

Date: 4/5/23

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# SR 8160.44222 Estimated Amount \$500

Vendor	Amount
E-Green Recycling Mgmt LLC 3542 Route 112 Corum, NY 11727	BID
Ewaste+ 7318 Victor Mendon Rd Victor, NY 14564	
Data-Struction 3350 Hampton Rd Oceanside, NY 11572 Kevin Gersnowitz Gersnowitz Recycling 71 Peconic Ave. Medford, NY 11763	BID
Arrow Scrap Corp. 1120 Lincoln Ave. Holbrook, NY 11741	BID
ECO Tech Management 935 Lincoln Ave. Holbrook, NY 11741	BID

It is Recommended to Award to the Lowest Responsible Bidder as Indicated.

Deputy Commissioner Hawcode [Signature] Concurs.

[Signature]
Michael Rand
Director

[Signature]
Nelly Smith
Senior Office Assistant

Recycling/Disposal of Electronics Waste (E-Waste)		E-Green Recycling Management LLC	Ecotech Management Inc.	Arrow Scrap Corp.
CONTRACT # 0423-71	Data- Struction Inc.			
Item 1				
1) Computers, CPU's, Laptops, Servers, Routers	No Bid	0	.48/lbs	.25/lbs
2) Televisions, CRT's, Monitors	No Bid	0	.02/lbs	0
3) All other covered electronics as per CEE List	No Bid	0	.07/lbs	0
4) Broken/Damaged televisions, CRTs, Flat screens	No Bid	0	0	0
Item 2				
STOP Day Event Cost	\$1,249.00	\$0.00	\$500.00	\$0.00

June 13, 2023

Resolution #4

WHEREAS, the Town solicited competitive bids for the purchase of **Recycling/Disposal of Electronics Waste (E-Waste), Contract # 0423-71**, and

WHEREAS, the bid was advertised and sealed bids were opened on April 5, 2023 and EcoTech Management Inc., 935 Lincoln Ave., Holbrook, NY 11741 submitted the lowest dollar bid; and

WHEREAS, EcoTech Management 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 EcoTech Management Inc., in the amount of item1 #1) .48/lbs., 2).02/lbs., 3) .07/lbs., 4) 0 and item 2, \$500.00 (Stop Day Event Cost) for one (1) year from date of award with the Towns option to renew for one (1) additional year under the same terms and conditions.

Upon a vote being taken, the result was:

No: 2

BID ITEM: 423-45 Removal of Used Tires from Town Yards & Facilities

BID PRICE: See Attached Bid Submission Sheet

LOWEST RESPONSIBLE BIDDER: S & M Tire Recycling Inc.

COMPETITIVE BID: 4/19/2023

BUDGET ACCOUNT NUMBER : A.1640.41270, DB.1640.41270

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: DPW

JUSTIFICATION OF NEED: _____

EXPLANATION IF NOT LOW BIDDER: _____

Removal of Used Tires from Town Yards & Facilities

Contract# 423-45

Date: 4/19/23

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# A.1640.41220
DB.1640.41220 Estimated Amount \$10,000⁰⁰

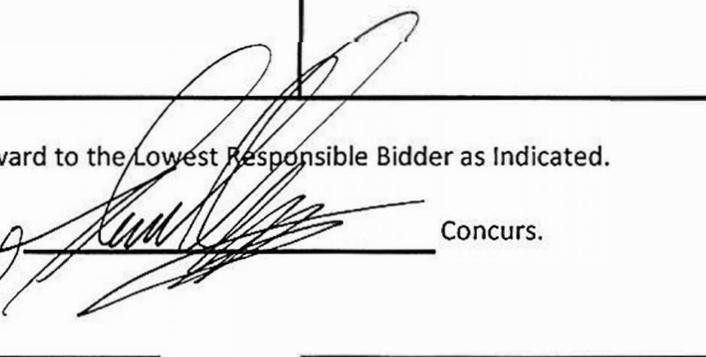
Vendor	Amount
Barnwell Hoose of Tires 65 Jetson Lane Central Islip, NY 11722	
Tire Recycling Svr LLC 1 Jem Court Bay Shore, NY 11706	BID
Casings Inc. PO Box 731 Catskill, NY 12414	BID
S&M Tire Recycling Inc. 228 Miller Ave. Freeport, NY 11520	BID
Quintal Contracting Corp. 359 Main St STE 1B Islip, NY 11751	

It is Recommended to Award to the Lowest Responsible Bidder as Indicated.

Commissioner

Concurs.


 Michael Rand
 Director


 Nelly Smith
 Senior Office Assistant

Removal of Used Tires from Town Yards & Facilities	S&M Tire	Tire Recycling	
CONTRACT #423-45	Recycling Inc.	Services LLC	Casings Inc.
ITEM #			
A) Passenger & Light Truck Tires	\$3.50/ea.	\$8.00/ea.	\$3.50/ea.
B) Medium Truck Tires	\$9.00/ea.	\$20.00/ea.	\$16.00/ea.
C) Large Truck Tires	\$19.00/ea.	\$40.00/ea.	\$20.00/ea.
D) Extra Large Truck Tires (i.e.: tractor, payload, equipment tires, etc)	\$275.00/ea.	\$300.00/ea.	\$30.00/per ply

June 13, 2023
Resolution #4

WHEREAS, the Town solicited competitive bids for the purchase of **Removal of Used Tires from Town Yards & Facilities, Contract # 423-45**; and

WHEREAS, the bid was advertised and sealed bids were opened on April 19, 2023 and S&M Tire Recycling Inc., 228 Miller Ave., Freeport, NY 11520 submitted the lowest dollar bid; and

WHEREAS, S&M Tire Recycling 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 S&M Tire Recycling Inc., in the amount of item A) \$3.50/ea., B) \$9.00/ea., C) \$19.00/ea., D) \$275.00/ea. for one (1) year from date of award

Upon a vote being taken, the result was:

No: 3

BID ITEM: 423-96 Automotive Hydraulic Oil

BID PRICE: See Attached Bid Submission Sheet

LOWEST RESPONSIBLE BIDDER: Lubenet LLC

COMPETITIVE BID: 4/19/2023

BUDGET ACCOUNT NUMBER : A.1640.41220, DB.1640.41220

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: DPW

JUSTIFICATION OF NEED: _____

EXPLANATION IF NOT LOW BIDDER: _____

Automotive Hydraulic Oil

Contract# 423-96

Date: 4/19/23

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# A.1640.41220
DB.1640.41220 Estimated Amount \$10,000⁰⁰

Vendor	Amount
Lubenet LLC 126 Scott Ave. Brooklyn, NY 11237	BID
Reladyne Northeast LLC 35 Drexel Drive Bay Shore, NY 11706	BID
David Weber 601 Industrial Rd. Carlstadt, NJ 07072	
Miles Petroleum 66 Marine Street Farmingdale, NY 11735	BID
Prime Lube Inc. 800 Roosevelt Ave. Carteret, NJ 07008	
Grade A Petroleum Corporation East Hawthorne Ave. Valley Stream, NY 11580	90 BID

It is Recommended to Award to the Lowest Responsible Bidder as Indicated.

Commissioner

Concurs.

Michael Rand
Director

Nelly Smith
Senior Office Assistant

Automotive Hydraulic Oil	Miles	Reladyne	Lubenet LLC	Grade A
	Petroleum	Northeast		Petroleum
CONTRACT 423-96				
ITEM #				
1A) Hydraulic Oil AW32 in 55 gallon Drums	\$ 405.00/drum (\$20.00 Drum Deposit)	\$ 499.00/drum (\$0.00 Drum Deposit)	\$389.00/drum (\$0.00 Drum Deposit)	\$ 525.00/drum (\$0.00 Drum Deposit)
1B) Hydraulic Oil AW32 in Bulk	\$ 6.85/gal.	\$ 7.79/gal.	\$ 6.79/gal.	\$ 7.65/gal.
2A) Hydraulic Oil AW68 in Barrels	\$ 463.25/barrel	\$ 449.00/barrel	\$ 389.00/barrel	\$ 545.00/barrel
2B) Hydraulic Oil AW46 in Barrels	\$ 462.50/barrel	\$499.00/barrel	\$ 389.00/barrel	\$ 525.00/barrel

WHEREAS, the Town solicited competitive bids for the purchase of **Automotive Hydraulic Oil, Contract # 423-96**, and

WHEREAS, the bid was advertised and sealed bids were opened on April 19, 2023 and Lubenet LLC., 126 Scott Ave., Brooklyn, NY 11237 submitted the lowest dollar bid; and

WHEREAS, Lubenet LLC, 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 Lubenet LLC, in the amount of item 1A) \$389.00/drum (\$0.00 Drum Deposit), 1B) \$6.79/gal., 2A) \$389.00/barrel, 2B) \$389.00/barrel for one (1) year from date of award

Upon a vote being taken, the result was:

No: 4

BID ITEM: (423-160)-Irrigation Parts for Islip Town Parks & Golf Courses

BID PRICE: See Tabulation

LOWEST RESPONSIBLE BIDDER: Ewing Irrigation Products: A) 1-4, B)3
Site One Landscape Supply: A) 5

COMPETITIVE BID: 4/26/2023

BUDGET ACCOUNT NUMBER : A7110.4-4110 (\$12,000.00)
A7115.4-4110 (\$5,000.00)
A7116.4-4110 (\$3,000.00)
A7117.4-4110(\$8,000.00)

ANTICIPATED EXPENDITURE: \$28,000.00

DEPARTMENT: Parks & Recreation

JUSTIFICATION OF NEED: Irrigation Parts for Towns Irrigation Systems

EXPLANATION IF NOT LOW BIDDER: _____

Irrigation Parts for Islip Town Parks & Golf Courses CONTRACT # 423-160	Ewing Irrigation Products Inc.	Site One Landscape Supply
A) CATALOG		
1) Rainbird Golf Irrigation Products	30% off	NO BID
2) Rainbird Consumer (residential/commercial) Irrigation Products	53% off	40% off
3) Toro Consumer (residential/commercial) Irrigation Products	51% off	40% off
4) Hunter Consumer (residential/commercial) Irrigation Products	55% off	45% off
5) Alternative	50% off	55% off
B) Labor and Vibratory Plow to Bury irrigation Pipe		
1) Provide 1 Man and Plow	NO BID	NO BID
2) Provide 2 Men and Plow	NO BID	NO BID
3) Provide Irrigation Consulting Service	\$150.00 /hr.	NO BID

WHEREAS, the Town solicited competitive bids for the purchase of **Irrigation Parts for Islip Town Parks & Golf Courses, Contract # 423-160**, and

WHEREAS, the bid was advertised and sealed bids were opened on April 26, 2023 and Ewing Irrigation Products Inc., 3441 E. Harbour Dr., Phoenix, AZ 85034; and Site One Landscape Supply, 1385 East 36th Street, Cleveland, OH 44114 submitted the lowest dollar bids; and

WHEREAS, Ewing Irrigation Products Inc. and Site One Landscape Supply, 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 Ewing Irrigation Products, for the items A1) 30% off, A2) 53% off, A3) 51% off, A4) 55%off, B3) \$150.00/hr.; and Site One Landscape Supply A5) 55% off for one (1) year from date of award with the Towns option to renew for one (1) additional year under the same terms and conditions.

Upon a vote being taken, the result was:

No: 5

BID ITEM: 523-157 15W40 All Spec Oil

BID PRICE: See attached Tabulation

LOWEST RESPONSIBLE BIDDER: Lubenet LLC: 1A-B, Safety Kleen 2A-B

COMPETITIVE BID: 5/3/2023

BUDGET ACCOUNT NUMBER : A.1640.41220, DB.1640.41220

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: DPW

JUSTIFICATION OF NEED: _____

EXPLANATION IF NOT LOW BIDDER: for the Pre-2007 oil , went with

Lubenet, the drum price is lower, Bulk price is higher. We no longer will
be receiving Bulk deliveries, which will be removed in future bids.

15W40 All Spec Oil

Contract# 523-157

Date: 5/3/23

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# A.1640.41220 DB.1640.41220 Estimated Amount \$10,000⁰⁰

Vendor	Amount
Lubenet LLC 126 Scott Avenue Brooklyn, NY 11237	BID
Grade A Petroleum 90 E. Hawthorne Ave. Valley Stream, NY 11542	BID
Miles Petroleum Co. Inc. 66 Marine St. Farmingdale, NY 11735	BID
David Weber Oil Co. 601 Industrial Rd. Carlstadt, NJ 07072	
Reladyne Northeast LLC 35 Drexel Dr. Bay Shore, NY 11706	BID
Safety-Kleen Systems, Inc. 42 Longwater Drive Norwell, MA 02061	BID

It is Recommended to Award to the Lowest Responsible Bidder as Indicated.

Commissioner [Signature]

Concurs.

Signed by:

[Signature]
Michael Rand
Director

[Signature]
Nelly Smith
Senior Office Assistant

15W40 All Spec Oil		Grade A	Miles	Reladyne	Safety-Kleen
CONTRACT # 523-157	Lubenet LLC	Petroleum	Petroleum Co.	Northeast LLC	Systems, Inc.
ITEM #					
1) Pre-2007 Emission Trucks					
A) 55 Gallon Drum	\$519.00/drum	\$635.00/drum	\$684.00/drum	\$669.00/drum	\$567.20/drum
B) Bulk Delivery-Gallon	\$9.35/gal.	\$11.50/gal.	\$12.30/gal.	\$10.79/gal.	\$9.06/gal.
2) Post 2007 Emission Trucks					
A) 55 Gallon Drum	\$579.00/drum	\$635.00/drum	\$684.00/drum	\$669.00/drum	\$567.20/drum
B) Bulk Delivery-Gallon	\$9.99/gal.	\$11.50/gal.	\$12.30/gal.	\$10.79/gal.	\$9.06/gal.

5/30/23

We went with Lubenet for the Pre-2007 Engine Oil Drum price, Bulk Delivery-Gallon price is higher but we would like to use the same vendor for both. In the future, Bulk Delivery -Gallon price will be removed because we no longer receive Bulk deliveries.

John C. Hen
FLEETMANAGER

June 13, 2023
Resolution #4

WHEREAS, the Town solicited competitive bids for the purchase of **15W40 All Spec Oil, Contract # 523-157**, and

WHEREAS, the bid was advertised and sealed bids were opened on May 3, 2023 and Lubenet LLC., 126 Scott Ave., Brooklyn, NY 11237 and Safety Kleen Systems, Inc., 42 Longwater Drive, Norwell, MA 02061 submitted the lowest dollar bids; and

WHEREAS, Lubenet LLC and Safety Kleen Systems, Inc. have been determined to be 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 Lubenet LLC, in the amount of item 1A) \$519.00/drum, 1B) \$9.35/gal., and Safety Kleen Systems, Inc 2A) \$567.20/drum, 2B) \$ 9.06/gal. for one (1) year from date of award

Upon a vote being taken, the result was:

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

No. 5

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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

6/13/23

1) Uniform Boots (620-144)

Saf-Guard Safety Shoe Co.

2) Contractual Window Cleaning (621-08)

Strike Force Maintenance Corp.

No: 1

BID ITEM: Uniform Boots (620-144)

VENDOR: Saf-Guard Safety Shoe Co.

OPTION: 2nd (1) one year option

ANTICIPATED EXPENDITURE: \$30,000.00

DEPARTMENT: Safety

JUSTIFICATION OF NEED: Safety Boots for Blue Collar Workers



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

Angle M. Carpenter, Supervisor

TO; Christopher Nicolino, Director of Personnel
FROM: Michael Rand, Director of Purchasing
DATE: 4/18/23
RE: Uniform Boots, Contract 620-144

The 2nd 1 year option for the above mentioned contract is 7/21/23. 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

June 14, 2022

WHEREAS, by a Town Board resolution adopted July 21, 2020, Contract #620-144 for the purchase of UNIFORM BOOTS, was awarded to Saf-Guard Safety Shoe Co., 2701 Patterson St., Greensboro, NC 27407, the lowest responsible bidder; and

WHEREAS, said contract was for a period of two (2) years, with an option to renew for three (3) one (1) year periods; and

WHEREAS, the Director of Labor Relations 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 Supervisor Angie M. Carpenter seconded by Council John C. Cochrane, Jr. , be it

RESOLVED, that the Town Board of the Town of Islip hereby authorizes to exercise the option to renew the contract with Saf-Gard Safety Shoe Co. (Contract #620-144) for the first one (1) year period.

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

June 13, 2023
Resolution #5

WHEREAS, by a Town Board resolution adopted July 21, 2020; Contract #620-144 for Uniform Boots, was awarded to Saf-Guard Safety Shoe Co., 2701 Patterson St., Greensboro, NC 27407, the lowest responsible bidder; and

WHEREAS, said contract was for a period of two (2) years from date of award with the Town's option to renew for three (3) additional one (1) year periods, under the same terms and conditions; and

WHEREAS, by resolution adopted on June 14, 2022, the Town Board awarded the first one (1) year option period; and

WHEREAS, the Director of Labor Relations has recommended that the Town exercise the option to renew the contract for the 2nd 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 authorizes to exercise the option to renew the contract, Uniform Boots (620-144), with Saf-Guard Safety Shoe Co., for the 2nd one (1) year option under the same terms and conditions.

Upon a vote being taken the result was:

No: 2

BID ITEM: Contractual Window Cleaning (621-08)

VENDOR: Strike Force Maintenance Corp.

OPTION: (1) one year option

ANTICIPATED EXPENDITURE: \$14,000.00

DEPARTMENT: DPW

JUSTIFICATION OF NEED: Window Cleaning



TOWN OF ISLIP OFFICE OF THE SUPERVISOR
Department of Purchase

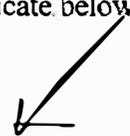
401 MAIN STREET • ROOM 227 • ISLIP, NEW YORK 11751 • PHONE: (631) 224-5515 • FAX: (631) 224-5517

Angie M. Carpenter, Supervisor

TO; Tom Owens, DPW Commissioner
FROM: Michael Rand, Director of Purchasing
DATE: 4/18/23
RE: Contractual Window Cleaning, Contract 621-08

The 1 year option for the above mentioned contract is 7/20/23. 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.

July 20, 2021
Resolution #5

WHEREAS, the Town solicited competitive bids for the purchase of CONTRACTUAL WINDOW CLEANING; and

WHEREAS, on June 9, 2021 sealed bids were opened and Strike Force Maint. Corp., 648-11 Middle Country Rd., St. James, NY 11780 submitted the apparent low dollar bid; and

WHEREAS, Strike Force Maint. Corp. has been determined to be a responsible bidder.

NOW, THEREFORE, on a motion of Council John C. Cochrane, Jr.

seconded by Council Trish Bergin, be it

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to Strike Force Maint. Corp. in the amount of various prices 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: carried 5-0

June 13, 2023
Resolution #5

WHEREAS, by a Town Board resolution adopted July 20, 2021; **Contract #621-08** for **Contractual Window Cleaning**, was awarded to Strike Force Maintenance Corp., 648-11 Middle Country Rd., St. James, NY 11780, the lowest responsible bidder; and

WHEREAS, said contract was for a period of 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; and

WHEREAS, the Commissioner of DPW has recommended that the Town exercise the option to renew the contract for the additional 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 authorizes to exercise the option to renew the contract, Contractual Window Cleaning (621-08), with Strike Force Maintenance Corp., for the one (1) year option under the same terms and conditions.

Upon a vote being taken the result was:

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

No. 6

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Town Clerk to advertise for a Public Hearing to consider enacting Local Law 4, establishing Chapter 69 of the Islip Town Code entitled "Bureau of Administrative Adjudication".

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 P. Walsh, 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

June 13, 2023
Resolution #6

WHEREAS, pursuant to §380 of the General Municipal Law, the Town of Islip by statute may adopt a local law establishing an administrative adjunction hearing procedure for code violations regarding conditions which constitute a threat or danger to the public health, safety, or welfare.

WHEREAS, the Town Board wishes to hold a public hearing to consider adding Chapter 69 of the Islip Town Code entitled “Bureau of Administrative Adjunction”.

NOW, THEREFORE, on a motion made by
Seconded by

BE IT RESOLVED, that the Town Clerk is authorized to advertise for a public hearing to enact Local Law 4 of 2023, considering adding a new Chapter 69 of the Islip Town Code entitled “Bureau of Administrative Adjudication”.

UPON A VOTE BEING TAKEN THE RESULT WAS

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Islip will hold a Public Hearing on Tuesday, July 18, 2023 at 2:00 p.m. to consider enacting Local Law No. 4 of 2023 to consider adding a new Chapter 69 entitled “Bureau of Administrative Adjudication”. The purpose of this new chapter is to establish a Bureau of Administrative Adjudication adjudicating most violations of the Town Code as authorized by New York State General Municipal Law §380. A copy of the draft new chapter is available upon request from the Office of the Islip Town Clerk located at 655 Main Street, Islip, NY 11751. Public comment can be made at the Town Board meeting on July 18, 2023, or by providing written comment prior to the date of the public hearing to the Islip Town Clerk at townclerk@islipny.gov.

July 18, 2023
Resolution #

WHEREAS, the Town Board wishes to add Chapter 69 of the Islip Town Code entitled “Bureau of Administrative Adjudication” pursuant to §380 of the General Municipal Law; and

WHEREAS, a public hearing was held therefor on July 18, 2023.

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

RESOLVED, that the Town Board of the Town of Islip hereby adds, Chapter 69 of the Islip Town Code entitled “Bureau of Administrative Adjudication” as follows:

SEE ATTACHED

ADDITIONS are indicated by UNDERLINING

DELETIONS are indicated by ~~STRIKEOUTS~~

Upon a vote being taken, the result was:

LOCAL LAW NO. of 2023
ADDING CHAPTER 69 TO THE ISLIP
TOWN CODE

CHAPTER 69
BUREAU OF ADMINISTRATIVE
ADJUDICATION

§ 69-1 Legislative Intent

It is the intention of the Town Board to establish an administrative adjudication hearing procedure for violations of the Town Code under the provisions of Section 380 of the New York State General Municipal Law, and to authorize the Town Attorney to redress applicable code violations utilizing such procedure as deemed appropriate. The establishment of this administrative adjudicative procedure shall in no way limit the authority of the Town Attorney to seek criminal penalties and/or to seek civil relief in the name of the Town in a court of competent jurisdiction.

§ 69-2 Bureau of Administrative Adjudication.

There shall be a Bureau of Administrative Adjudication (“the Bureau”) which shall conduct adjudicatory proceedings for all violations of the Town Code relating to conditions which constitute a threat or danger to the public health, safety or welfare. The Bureau is authorized to render decisions and orders and to impose monetary penalties as provided by law for such violations. Such monetary penalties shall be civil in nature. The Bureau shall not have the power to impose criminal penalties or to sentence a person found to have violated the Town Code to a term of imprisonment. In addition, the Bureau shall not have the power to rule on the constitutionality of any provision of the Town Code, any administrative or adjudicatory procedure, or any action taken by an official or employee of the Town of Islip.

§ 69-3 Definitions.

- A. For purposes of this Chapter and throughout the Town Code, the term “violation” refers to any conduct which fails to comply with the requirements of the Town Code or any other applicable provision of law. The term “notice of violation” refers to the written instrument commencing an adjudicatory proceeding before the Bureau of Administrative Adjudication pursuant to this chapter, as well as to any other document so designated in any other chapter of the Town Code for purposes of providing notice of a code violation.
- B. As used throughout the Town Code, the term “offense” refers to any conduct in violation of the Town Code for which a sentence to a criminal fine and/or term of imprisonment may be imposed by a judge in a criminal proceeding upon conviction. Notwithstanding the use of the terms “violation” and “notice of violation” in the Town Code, any offense set forth in the Town Code shall be classified as a felony, misdemeanor or violation based on the sentence provided therefor, as set forth in New York State Penal Law § 55.10.
- C. As used throughout the Town Code, the terms “summons” and “appearance ticket” refer to the manner in which a criminal defendant may be given notice as to the commencement of a criminal proceeding charging an offense against the Town Code, as set forth in New York State Criminal Procedure Law § 1.20(26) and (27).

§ 69-4 Director.

- A. The head of the Bureau shall be the Director who shall be the chief administrative law judge of the Bureau and shall have all the powers of an administrative law judge pursuant to New York State General Municipal Law § 381.
- B. The Director shall be appointed by the Town Supervisor for a term of five (5) years, with the advice and consent of the Town Board. The Director shall be removable only for neglect of duty or misfeasance in office after notice and an opportunity for a hearing. Once appointed and confirmed, the Director shall serve until his or her term expires and until his or her successor has been appointed and confirmed. The Director shall devote his or her entire work time to the duties of the office.
- C. The Director shall be an attorney in good standing, admitted to practice for at least five (5) years in the State of New York, and shall be knowledgeable on the subject of administrative law and procedure.
- D. The Director shall have the power to adopt, and shall adopt, rules for the conduct of adjudicatory proceedings by the Bureau consistent with this Chapter. Such rules shall include, but not be limited to, uniform rules of practice, standards for expedited and uncontested proceedings, standards for the assignment of administrative law judges and their removal from cases, and standards for the maintenance of records.
- E. To the extent permitted by law, the Director shall publish and make available to the public all significant decisions rendered by administrative law judges and all decisions rendered by the administrative appeals panel.
- F. The Director shall develop and implement a program of evaluation to aid in the performance of his or her duties and to assist in the making of promotions, demotions or removals, as set forth in New York State General Municipal Law § 381(d).
- G. The Director shall develop and maintain a program for the continuing training and education of administrative law judges and ancillary personnel.
- H. The Director shall collect, compile, and publish statistics and other data with respect to the operation and duties of the Bureau and submit annually to the Town Supervisor, the Town Board, and the public a report on such operations, as set forth in New York State General Municipal Law § 381(f).
- I. The Director shall study the subject of administrative adjudication in all aspects, and shall develop programs including alternate dispute resolution and preliminary or prehearing conferences or mediation which would promote the goals of fairness, uniformity and cost-effectiveness.

§69-5 Administrative Law Judges.

- A. The Director shall initially appoint four (4) administrative law judges and may thereafter appoint additional administrative law judges as determined to be necessary to manage the Bureau's caseload. All administrative law judges shall be attorneys in good standing admitted to practice in the State of New York for at least three (3) years, shall have such other qualifications as prescribed by the Director, and shall serve at the pleasure of the Director.

- B. Except as otherwise provided by law, in the conduct of an adjudication an administrative law judge may:
- (1) Hold conferences for the settlement or simplification of the issues, provided that the settlement and dismissal of proceedings shall be in accordance with the rules of the Director;
 - (2) Administer oaths and affirmations, examine witnesses, rule upon offers of proof, receive evidence, and oversee, regulate, order and enforce such discovery as is appropriate under the circumstances;
 - (3) Upon motion of any party including an agency, or upon the administrative law judge's own motion with consent of the respondent, subpoena the attendance of witnesses and the production of books, records, or other information;
 - (4) Regulate the course of the hearing in accordance with the rules of the Director or other applicable law;
 - (5) Rule on procedural requests or similar matters;
 - (6) Make final findings of fact and final decisions, determinations or orders;
 - (7) Impose monetary penalties as provided by law for each violation; and
 - (8) Take any other action authorized by law.
- C. An administrative law judge may not order the arrest or detention of any person, nor may an administrative law judge deprive any person of a right to counsel.
- D. An administrative law judge shall not participate in any proceeding to which he or she is a party, in which he or she has been attorney, counsel or representative, if he or she is related by consanguinity or affinity to any party to the controversy within the sixth degree, or where such participation is otherwise prohibited by law. Administrative law judges shall insure that all hearings are conducted in a fair and impartial manner. Administrative law judges shall maintain the dignity appropriate to their office and act in a manner consistent with fairness, integrity, and impartiality.
- E. An administrative law judge may consult on questions of law and ministerial matters with other administrative law judges and the support staff of the Bureau, provided that such Bureau personnel have not been engaged in functions in connection with the adjudicatory proceeding under consideration or a factually related proceeding. In all other respects, unless otherwise authorized by law, an administrative law judge shall not communicate in connection with any issue that relates in any way to the merits of a proceeding pending before the administrative law judge with any person, except upon notice and opportunity for all parties to participate.
- F. Administrative law judges are subject to the Code of Ethics for Town officials and employees set forth in Chapter 23 of this Code.

§ 69-6 Commencement of Proceedings.

- A. Adjudicatory proceedings shall be commenced by the service of a notice of violation. Every notice of violation shall identify the provision of law charged and shall set forth the factual basis for the violation. Where the notice of violation does not contain this information, it shall be dismissed at the request of the respondent, or the administrative law judge may dismiss the notice of violation upon his or her own motion.
- B. The notice of violation shall contain information advising the person charged of the manner

and the time in which such person may either admit or deny the violation charged, the procedure for which shall be set forth in the rules of the Director. Every notice of violation shall also contain a warning to advise the person charged that failure to respond in the manner and time stated in the notice may result in a default decision and order being entered against such person.

- c. The notice of violation shall be served in the same manner as is prescribed for service of process by Article III of the New York State Civil Practice Law and Rules or Article III of the New York State Business Corporation Law, except that:
 - (1) Service of a notice of violation may be made by delivering such notice to a person employed by the respondent (a) to work on the premises the occupancy of which caused such violation, or (b) at the premises at which the respondent actually conducts the business the operation of which gave rise to the violation, or (c) at the site of the work with respect to which the violation occurred; or (d) at the place at which the violation occurred; and
 - (2) Service of a notice of violation may be made by certified mail, return receipt requested.
- D. Proof of service made pursuant to this chapter shall be filed with the Bureau and, where service is made by certified mail, shall include the return receipt evidencing receipt of the notice served by mail. Service shall be complete ten (10) days after such filing.
- E. Where service of a notice of violation is not made in a manner authorized by law for the violation charged, it shall be dismissed at the request of the respondent, or the administrative law judge may dismiss the notice of violation upon his or her own motion.
- F. The original or a copy of the notice of violation shall be filed and retained by the Bureau and shall be deemed a record kept in the ordinary course of business.

§ 69-7 Adjudicatory Hearings.

- A. All hearings shall be held in the Town of Islip during regular business hours at such place as the Director shall designate from time to time. The adjudication of a charge of a violation shall be by way of a hearing before an administrative law judge or the Director, as chief administrative law judge. However, in accordance with the rules of the Director, in certain circumstances where the respondent has admitted the violation charged and paid the applicable monetary penalty and surcharge for administrative costs, the respondent need not appear for a hearing before an administrative law judge.
- B. The Town Attorney has the burden of proving any charge of a violation by a preponderance of the evidence. In that regard, the notice of violation, if sworn to or affirmed, shall be prima facie evidence of the facts contained therein. The notice of violation shall constitute the testimony of the signator and, when filed with the Bureau, shall be admitted into evidence as such testimony at any hearing on the violation charged. Every such notice of violation shall state whether the facts set forth therein are known personally to the signator, and if the facts are not so known the notice of violation shall specifically identify the source of knowledge of such facts. If the respondent disputes the facts stated in the notice of violation, the administrative law judge, where appropriate, may reject the signator's facts, accept facts the respondent offers, or direct the signator's appearance.
- C. The respondent may be represented by legal counsel. The respondent shall be given an opportunity to present written argument on issues of law and to present evidence and argument on issues of fact. All testimony shall be given under oath or affirmation.

- D. The administrative law judge may, in his or her discretion or at the request of the respondent, on a showing of good cause, subpoena the attendance of witnesses and/or the production of relevant books, records or other information.
- E. A record shall be made of every hearing either by stenographic recording or by mechanical or electronic method as the Director shall determine. A transcript of such record shall be supplied to the respondent upon application and the payment of a transcription fee.

§ 69-8 Final Decisions and Judgments.

- A. After the conclusion of the hearing, the administrative law judge shall make final findings of fact, and a final decision and order with respect to the charge of a violation. All such findings of fact, decisions and orders shall be written, and shall be rendered in an expeditious manner.
- B. Where the charge of a violation has been sustained, the administrative law judge shall impose a monetary penalty within the range of monetary penalties authorized by the applicable provision of the Town Code. However, the administrative law judge shall have the discretion to waive the monetary penalty in extraordinary circumstances upon good cause shown, provided that the Town Attorney consents to the waiver.
- C. Where the charge of a violation has been sustained, there shall be levied, in addition to the monetary penalty, a mandatory surcharge for administrative costs in an amount to be determined by the Director.
- D. A final decision and order of an administrative law judge imposing a monetary penalty and assessing a surcharge for administrative costs, whether the adjudication was held by hearing or upon default or otherwise, shall constitute a judgment rendered by the Bureau against the respondent, which may be entered in the Suffolk County District Court, the Suffolk County Clerk's Office or any other place for the entry of judgments within the State of New York, and may be enforced against the respondent and his, her or its property without court proceedings in the same manner as the enforcement of money judgments entered in civil actions; provided however that no such judgment shall be entered in the District Court which exceeds its jurisdictional limit.
- E. In addition to the enforcement procedure set forth in subdivision (D) above, any decision, and order rendered by the Bureau may be enforced by the commencement of an action or proceeding for the recovery of monies due and owing in a court of competent jurisdiction by or on behalf of the Town Attorney in the name of the Town of Islip.

§ 69-9 Default Judgments.

- A. Where a respondent has failed to plead within the time allowed by the rules adopted by the Director regarding the conduct of adjudicatory proceedings before the Bureau, or has failed to appear on the designated appearance or hearing date or subsequent date following an adjournment, such failure to plead or appear shall be deemed, for all purposes, to be an admission of liability and shall be grounds for rendering a default decision and order imposing as a monetary penalty the maximum amount prescribed under law for the violation charged. The default decision and order may be enforced pursuant to § 69-8(D) or (E).
- B. In addition to imposing the maximum monetary penalty prescribed by law, a default decision and order shall impose a mandatory surcharge for administrative costs in an

amount to be determined by the Director.

- C. A default decision and order may be opened within one year of its issuance, upon written application showing excusable default and a defense to the charge; a default decision and order may thereafter be opened in the discretion of the Director only upon written application showing excusable default, a defense to the charge, and good cause for the delay.
- D. Notwithstanding the foregoing, before a default decision and order may be enforced pursuant to § 69-8(D) or (E), the Bureau must have notified the respondent by first class mail in such form as the Director may require: (1) of the default decision and order and the penalty and surcharge imposed; (2) that the default decision and order may be entered as a judgment in the Suffolk County District Court, the Suffolk County Clerk's Office or otherwise enforced as authorized by law; and (3) that any such enforcement may be avoided by requesting a stay of default for good cause shown and by either scheduling an appearance or entering a plea in the manner set forth in the notice of violation within thirty days of the mailing of the default decision and order.

§ 69-10 Administrative Appeal.

- A. There shall be one or more administrative appeals panels within the Bureau. Each panel shall consist of three administrative law judges. In no event shall the administrative law judge from whom such appeal of a decision, determination or order is taken be included in the panel determining such appeal. Administrative law judges serving on the administrative appeals panel shall not regularly conduct administrative hearings, but shall serve primarily as administrative appeals panel members.
- B. A respondent may appeal, on the facts and/or the law, a final decision, final determination or final order. An agency of the Town of Islip aggrieved by a final decision, final determination or final order may appeal on the law, but only after notice to the respondent and a finding by the appeals panel that the issue upon which the agency seeks to appeal is significant and affects the agency's legitimate enforcement functions.
- C. Upon rendering a final decision, making a final determination or issuing a final order adverse to the respondent, the administrative law judge shall provide the respondent with a form notice of appeal and shall explain to the respondent in writing (1) the method of filing the notice and the applicable time limits; (2) the requirements set forth below concerning the payment of the applicable penalty and surcharge or the posting of a bond pending appeal, including the right to request exemption therefrom; and (3) that no further court challenge is permitted by law unless an administrative appeal is taken.
- D. A notice of appeal shall be filed with the appeals panel within thirty (30) days of the entry of such decision, determination or order.
- E. For good cause shown, the administrative appeals panel may permit the filing of a notice of appeal after the thirty-day period.
- F. The appeals panel shall have the power to review the record and the findings of the administrative law judge and may reverse, modify or remand any such decision, determination or order appealed therefrom.
- G. Except as otherwise provided in this subdivision, no appeal of a decision, determination or order of an administrative law judge imposing a monetary penalty shall be decided unless such penalty and the applicable surcharge for administrative costs are paid or a cash or recognized surety company bond is posted in the full amount of such monetary penalty and administrative surcharge. However, no such payment or posting of such bond is

required where the respondent is the holder of a current license or permit for the operation of a business issued by the Town of Islip. Upon a showing of undue hardship or where justice may require, the administrative law judge who decided the case or the appellate panel to which the appeal is assigned may order that the appeal shall be decided without requiring such payment or posting of such bond.

- H. The determination of the appeals panel shall be rendered within ninety days after the submission of all relevant papers to the panel.
- I. The determination of the appeals panel shall be the final determination of the Bureau for the purposes of review pursuant to Article 78 of the New York State Civil Practice Law and Rules.
- J. Where the respondent prevails on administrative appeal or after judicial review pursuant to Article 78 of the New York State Civil Practice Law and Rules, any monetary penalty and surcharge paid to the Town of Islip shall be returned with interest at the rate set by the Commissioner of Finance of the City of New York for the refund of overpayments of business taxes pursuant to Section 11-537 of the Administrative Code of the City of New York.

§ 69-11 Judicial Enforcement.

Any order or subpoena or any final decision or determination rendered by an administrative law judge or the appeals panel shall be subject to enforcement in an action or proceeding commenced in a court of competent jurisdiction by the prevailing party including the Town of Islip.

§ 69-12 Restriction on Collateral Use.

Decisions, determination and orders issued by an administrative law judge or the appeals panel shall not be cited, and shall not be considered precedent nor be given any force or effect in any criminal proceeding.

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

No. 7

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Foreign Trade Zone Board.

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:

Brad Hemingway

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

Agenda for Meeting of the Town of Islip Foreign Trade Zone Board

June 13, 2023

1. Meeting called to order;
2. Approval of the minutes from January 24, 2023 meeting of Town of Islip Foreign Trade Zone Board;
3. Authorization for the Town of Islip Foreign Trade Zone Authority to use PKF O'Connor Davies, LLP for professional auditing services for yearend 2022;
4. Adjournment;



TOWN OF ISLIP
FOREIGN TRADE ZONE AUTHORITY

Brad Hemingway
Executive Director

Jaime Martinez
Deputy Director

January 24, 2023

The Town of Islip Foreign Trade Zone Authority has five items on the agenda:

Item number one is a meeting of the Town of Islip Foreign Trade Zone Authority. The meeting called to order at 3:04 P.M., on motion by John Cochrane Jr., seconded James O'Connor and approved by all approved.

Board Members Present

John Cochrane Jr
James O'Connor
Jorge Guadrón
John M. Lorenzo

Officers Present

Angie M. Carpenter, Chair
Thomas Hemingway III, Executive Director
Jaime Martinez, Treasurer (Not present)
Shelly LaRose-Arken, VP and Secretary

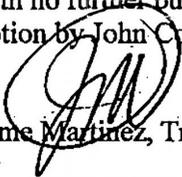
Item number two is approval of the minutes from previous Town of Islip Foreign Trade Zone Board meeting on October 18, 2022. Motion to approve the minutes by Jorge Guadrón, seconded by John Cochrane Jr, and approved by those present.

Item number three authorization to enter into a cleaning service agreement with Odds & Ends, LLC for its final year of contract. Motion to approve the agreement made by John Cochrane Jr., seconded by Jorge Guadrón and approved by all with no questions asked.

Item number four is authorization for the FTZ to enter into a heating and cooling contract with Quinn and Feinner. With no questions asked, motion to approve made by John O'Connor, seconded by John M. Lorenzo and approved by all.

Item number five authorization to enter into a one-year contract with Suburban Maintenance and Landscape Inc. with an option to renew for two additional one-year periods. With no questions asked, motion to award made by John Cochrane Jr., seconded by Jorge Guadrón and approved by all.

With no further business, **Item number six** is adjournment of the Foreign Trade Zone Board meeting. A motion by John Cochrane Jr., seconded by John M. Lorenzo and approved by those present at 3:06 P.M.


Jaime Martinez, Treasurer

**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 Foreign Trade Zone would like to use PKF O'Connor Davies, LLP for its yearend 2022 audit.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Foreign Trade Zone Auth.
 2. Site or location effected by resolution: 1 Trade Zone Dr., Ronkonkoma, NY 11779zf01.1015.4505
 3. Cost: 15,000
 4. Budget Line: zf01-1015-45050
 5. Amount and source of outside funding: na
-

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

5/22/23

Date

June 13, 2023

Resolution#7

WHEREAS, the Town of Islip Foreign Trade Zone Authority is in need of auditing services for yearend 2022;

WHEREAS, the Town of Islip Foreign Trade Zone Authority is required by General Municipal Law to have an audit conducted by an independent, licensed accounting firm, and;

WHEREAS, the Town of Islip Foreign Trade Zone Authority is interested in using PKF O'Connor Davies, LLP, with offices at 25 Suffolk Court, Hauppauge, New York 11788 to perform this audit.

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

RESOLVED, the Authority Board hereby authorizes the Town of Islip Foreign Trade Zone Authority to have PKF O'Connor Davies, LLP perform auditing services.

Upon a vote being taken, the result was:

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

No. 8

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Supervisor to enter into an agreement with
H&L Contracting for Construction Services 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.

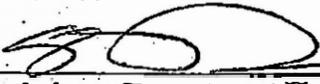
To authorize the Supervisor, on behalf of the Town of Islip, to execute any and all documents, subject to approval of the Town Attorney, to enter into an agreement with H&L Contracting for construction services relating to the Rehabilitation of Taxiway C asphalt pavement, reconstruction of the Taxiway G edge lighting system, reconstruction (replacement) of the airfield guidance signs, and upgrade additional airfield signs to LED signs at Long Island MacArthur Airport at a cost not to exceed \$1,912,874.

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 \$1,912,874
 4. Budget Line: H005611.37192.00 (90%), H005612.37192.00 (5%), H005613.31792.00 (5%)
 5. Amount and source of outside funding: FAA (90%), NYSDOT (5%), PFC (5%)
-

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 2 . 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

5/8/2023

Date

June 13, 2023
Resolution No. 8

WHEREAS, the Town of Islip owns, operates, and maintains Long Island MacArthur Airport (“ISP”), a CFR Part 139 certificated airport with commercial (air carrier) and general aviation operations; 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 and Transportation has submitted an application for funding of the costs for the Project 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 Department of Aviation and Transportation prepared and advertised a bid for Contract DAT 2023-004, Taxiway C Rehabilitation & Taxiway G Lighting Circuit Replacement; and

WHEREAS, sealed bids were opened on May 4, 2023; and

WHEREAS, upon review of the bids, H&L Contracting of 140 Adams Street, Hauppauge, NY 11788, was the apparent low dollar bidder with a bid of \$1,912,874.00; and

WHEREAS, H&L Contracting has been determined to be the lowest responsible bidder; and

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

RESOLVED, that the Supervisor of the Town of Islip is hereby authorized to execute all documents necessary, subject to the approval of the Town Attorney, for the awarding of the contract for Taxiway C Rehabilitation & Taxiway G Lighting Circuit Replacement at Long Island MacArthur Airport to H&L Contracting in the amount of \$1,912,874.00.

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.

Upon a vote being taken, the result was:



Johnson, Kukata & Lucchesi Engineers

May 6, 2023

Mr. Robert A. Schneider
 Deputy Airport Commissioner
 Long Island MacArthur Airport
 100 Arrival Avenue, Suite 100
 Ronkonkoma, New York 11779

Reference: Bid Award Recommendation
 Contract No. DAT 2023-004; NYSDOT PIN XXXX.XX
 FAA AIP No. 3-36-0046-XXX-2023
 Long Island MacArthur Airport
 Taxiway C Rehabilitation & Taxiway G Lighting Circuit Replacement

Dear Mr. Schneider:

On Thursday, May 4, 2023 at 11:00 AM, sealed bids were opened for the above referenced project at Long Island MacArthur Airport (ISP). A total of five (5) bids were received and they are as shown in the tables below:

H&L CONTRACTING	\$	1,668,000.00
POSILICO CIVIL	\$	1,911,166.00
ROSEMAR	\$	1,937,000.00
GRACE INDUSTRIES	\$	2,524,225.00
BOND CIVIL UTILITY	\$	2,874,184.00
ENGINEER'S ESTIMATE	\$	1,966,270.00

corrected mathematical error

H&L CONTRACTING	\$	1,912,874.00
POSILICO CIVIL	\$	2,155,266.00
ROSEMAR	\$	2,224,000.00
GRACE INDUSTRIES	\$	2,956,475.00
BOND CIVIL UTILITY	\$	3,264,184.00
ENGINEER'S ESTIMATE	\$	2,211,320.00

APPARENT LOW BID

100 Arrival Avenue, Suite 208
 Ronkonkoma, New York 11779
 410.465.9600
 410.465.9602 (fax)



Mr. Robert A. Schneider
May 5, 2023
Page 2 of 2

Johnson, Kukata & Lucchesi Engineers (JKL) reviewed the bids and prepared the detailed bid tabulation (copy attached).

A correction was made to the bid submitted by Bond Civil Utility for a mathematical error made to item P-101-5.3. This mathematical error does not have any impact on the low bidder.

Based on the foregoing, the apparent low bidder is:

H&L Contracting
140 Adams Street
Hauppauge, New York 11788

Based on available funding, JKL recommends that a contract for the Base Bid plus the Add Alternate in the amount of \$1,912,874 be awarded to the lowest responsive bidder H&L Contracting.

Please forward the bid tabulation to the FAA NYADO and request concurrence to award the contract to H&L Contracting.

Thank you for the assistance we received from you, your staff and the Town of Islip staff on this important project at ISP. If you have any questions or need further assistance, please do not hesitate to contact me.

Sincerely,

JKL

A handwritten signature in black ink, appearing to read 'Mahesh S. Kukata'.

Mahesh S. Kukata, PE
Vice President

Attachments – Bid Summary and Tabulation

**Long Island MacArthur Airport (ISP)
TAXIWAY C REHABILITATION AND TAXIWAY G LIGHTING CIRCUIT REPLACEMENT
BID SUMMARY**

**Bids Opened: May 4, 2023 11:00 AM
AIP 3-36-0046-XXX-2023 (Construction)**

Prepared by: JKL Engineers

CONTRACTOR	BID PRICE - BASE BID
H&L Contracting	\$ 1,668,000.00
Posillico Civil	\$ 1,911,166.00
Rosemar	\$ 1,937,000.00
Grace Industries	\$ 2,524,225.00
Bond Civil Utility	\$ 2,874,184.00
ENGINEER'S ESTIMATE	\$ 1,966,270.00

corrected mathematical error

CONTRACTOR	BID PRICE - ADD ALT
H&L Contracting	\$ 244,874.00
Posillico Civil	\$ 244,100.00
Rosemar	\$ 287,000.00
Grace Industries	\$ 432,250.00
Bond Civil Utility	\$ 390,000.00
ENGINEER'S ESTIMATE	\$ 245,050.00

CONTRACTOR	BID PRICE - TOTAL
H&L Contracting	\$ 1,912,874.00
Posillico Civil	\$ 2,155,266.00
Rosemar	\$ 2,224,000.00
Grace Industries	\$ 2,956,475.00
Bond Civil Utility	\$ 3,264,184.00
ENGINEER'S ESTIMATE	\$ 2,211,320.00

Apparent Low Bidder

TAXIWAY C REHABILITATION AND TAXIWAY G LIGHTING CIRCUIT REPLACEMENT
 Long Island MACARTHUR Airport (ISP)
 Program Cost Estimate - Bid Documents
 AIP 3-36-0046-XXX-2023
 BID TABULATION - BASE BID

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		H&L Contracting		Posillco Civil		Resomar		Grace Industries		Bond Civil Utility	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$ 91,500.00	\$ 91,500.00	\$ 99,455.00	\$ 99,455.00	\$ 175,000.00	\$ 175,000.00	\$ 300,000.00	\$ 300,000.00	\$ 430,500.00	\$ 430,500.00	\$ 39,000.00	\$ 39,000.00
M-150-5.1	PROJECT SURVEY AND STAKEOUT	LS	1	\$ 38,400.00	\$ 38,400.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 24,989.00	\$ 24,989.00	\$ 35,000.00	\$ 35,000.00	\$ 38,024.00	\$ 38,024.00
C-100-1.1	CONTRACTOR QUALITY CONTROL PROGRAM (COCP)	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 85,000.00	\$ 85,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 66,000.00	\$ 66,000.00
P-101-5.1	COLD MILLING, 4-INCH DEPTH	SY	14,500	\$ 8.00	\$ 116,000.00	\$ 16.00	\$ 232,000.00	\$ 15.00	\$ 217,500.00	\$ 8.75	\$ 126,875.00	\$ 12.00	\$ 174,000.00	\$ 14.50	\$ 210,250.00
P-101-5.2	COLD MILLING, VARIABLE DEPTH, 2-INCH MAX.	SY	500	\$ 7.00	\$ 3,500.00	\$ 16.00	\$ 8,000.00	\$ 15.00	\$ 7,500.00	\$ 6.00	\$ 3,000.00	\$ 6.50	\$ 3,250.00	\$ 14.50	\$ 7,250.00
P-101-5.3	PAVEMENT REMOVAL	SY	4,600	\$ 75.00	\$ 345,000.00	\$ 20.00	\$ 92,000.00	\$ 50.00	\$ 230,000.00	\$ 35.00	\$ 161,000.00	\$ 31.00	\$ 142,600.00	\$ 40.24	\$ 185,104.00
P-152-4.1	BORROW EXCAVATION	CY	1,200	\$ 45.00	\$ 54,000.00	\$ 34.00	\$ 40,800.00	\$ 50.00	\$ 60,000.00	\$ 21.00	\$ 25,200.00	\$ 49.00	\$ 58,800.00	\$ 185.00	\$ 222,000.00
P-401-8.1	ASPHALT MIX PAVEMENT SURFACE COURSE	TON	5,400	\$ 135.00	\$ 729,000.00	\$ 102.00	\$ 550,800.00	\$ 110.00	\$ 594,000.00	\$ 120.00	\$ 648,000.00	\$ 162.00	\$ 874,800.00	\$ 245.00	\$ 1,323,000.00
M-001-6.1	SHIM MIX FOR CRACK SEAL TREATMENT	TON	5	\$ 1,000.00	\$ 5,000.00	\$ 250.00	\$ 1,250.00	\$ 100.00	\$ 500.00	\$ 1,300.00	\$ 6,500.00	\$ 1,000.00	\$ 5,000.00	\$ 662.00	\$ 3,310.00
P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	3,600	\$ 3.00	\$ 10,800.00	\$ 3.50	\$ 12,600.00	\$ 0.10	\$ 360.00	\$ 4.00	\$ 14,400.00	\$ 4.50	\$ 16,200.00	\$ 13.20	\$ 47,520.00
P-620-5.1	PERMANENT PAVEMENT MARKING	SF	6,100	\$ 2.00	\$ 12,200.00	\$ 3.00	\$ 18,300.00	\$ 2.75	\$ 16,775.00	\$ 2.75	\$ 16,775.00	\$ 3.50	\$ 21,350.00	\$ 3.60	\$ 21,960.00
P-620-5.2	TEMPORARY PAVEMENT MARKING	SF	2,500	\$ 3.00	\$ 7,500.00	\$ 1.35	\$ 3,375.00	\$ 1.25	\$ 3,125.00	\$ 1.25	\$ 3,125.00	\$ 1.50	\$ 3,750.00	\$ 1.60	\$ 4,000.00
T-901-5.1	SEEDING	SY	4,600	\$ 5.00	\$ 23,000.00	\$ 4.00	\$ 18,400.00	\$ 2.16	\$ 9,936.00	\$ 2.20	\$ 10,120.00	\$ 5.00	\$ 23,000.00	\$ 2.80	\$ 12,880.00
T-905-5.1	TOPSOIL, 4-INCH DEPTH	SY	4,600	\$ 7.00	\$ 32,200.00	\$ 12.00	\$ 55,200.00	\$ 11.00	\$ 50,600.00	\$ 11.35	\$ 52,210.00	\$ 15.00	\$ 69,000.00	\$ 11.50	\$ 52,900.00
L-108-5.1	1-1/C NO. 8 AWG, 5KV, L-824C CABLE IN CONDUIT, INSTALLED COMPLETE IN PLACE	LF	8,800	\$ 5.00	\$ 44,000.00	\$ 4.50	\$ 39,600.00	\$ 4.85	\$ 42,680.00	\$ 3.80	\$ 33,440.00	\$ 4.50	\$ 39,600.00	\$ 5.00	\$ 44,000.00
L-108-5.2	1-1/C NO. 6 AWG, BARE COPPER COUNTERPOISE WIRE ABOVE CONDUIT, INCLUDING 3/4" X 10' GROUND RODS, INSTALLED COMPLETE IN PLACE	LF	4,500	\$ 5.00	\$ 22,500.00	\$ 3.40	\$ 15,300.00	\$ 14.00	\$ 63,000.00	\$ 3.70	\$ 16,650.00	\$ 3.50	\$ 15,750.00	\$ 4.00	\$ 18,000.00
L-108-5.3	DEMOLITION OF 1-1/C NO. 8 AWG, 5KV, L-824 CABLE, DIRECT EARTH BURIED	LF	6,600	\$ 2.50	\$ 16,500.00	\$ 0.01	\$ 66.00	\$ 3.70	\$ 24,420.00	\$ 4.06	\$ 26,796.00	\$ 2.50	\$ 16,500.00	\$ 1.30	\$ 8,580.00
L-108-5.4	DEMOLITION OF CABLE IN CONDUIT, CONDUIT TO REMAIN, PE CONDUIT LENGTH	LF	2,300	\$ 2.50	\$ 5,750.00	\$ 0.18	\$ 414.00	\$ 2.00	\$ 4,600.00	\$ 2.00	\$ 4,600.00	\$ 3.50	\$ 8,050.00	\$ 2.60	\$ 5,980.00
L-109-5.1	CALIBRATION OF CONSTANT CURRENT REGULATOR	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 13,500.00	\$ 13,500.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 13,000.00	\$ 13,000.00
L-109-5.2	INSTALL 10KW, 3-STEP 480V L-829 CONSTANT CURRENT REGULATOR AND ALL ASSOCIATED INCOMING POWER AND COMMUNICATION APPURTENANCES	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 34,000.00	\$ 68,000.00	\$ 24,000.00	\$ 48,000.00	\$ 25,600.00	\$ 51,200.00	\$ 30,000.00	\$ 60,000.00	\$ 32,000.00	\$ 64,000.00
L-109-5.3	DEMOLISH 30KW AND 20KW CONSTANT CURRENT REGULATORS, 37.5KW AND 50KW DRY TYPE TRANSFORMER AND ASSOCIATED CONDUIT AND EQUIPMENT	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 14,000.00	\$ 14,000.00	\$ 8,400.00	\$ 8,400.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,300.00	\$ 3,300.00
L-110-5.1	SITE LOCATING, DUCT TRACING AND POT HOLING	ALLOW	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
L-110-5.2	2" SCHEDULE 40 PVC CONDUIT, CONCRETE-ENCASED, IN UNPAVED AREAS, INSTALLED COMPLETE IN PLACE	LF	4,400	\$ 20.00	\$ 88,000.00	\$ 27.00	\$ 118,800.00	\$ 30.60	\$ 134,640.00	\$ 40.00	\$ 176,000.00	\$ 58.00	\$ 255,200.00	\$ 61.00	\$ 268,400.00
L-110-5.3	EXPOSE EXISTING 2" SCHEDULE 40 PVC CONDUIT AND CAP AND PROTECT END FOR FUTURE CONDUIT CONNECTION	EA	3	\$ 600.00	\$ 1,800.00	\$ 990.00	\$ 2,970.00	\$ 1,300.00	\$ 3,900.00	\$ 730.00	\$ 2,190.00	\$ 1,000.00	\$ 3,000.00	\$ 3,700.00	\$ 11,100.00
L-125-5.1	L-861T(L) TAXIWAY ELEVATED EDGE LIGHT FIXTURES ON L-867B LIGHT BASE IN GRASS SHOULDER, WITH CONCRETE ENCASUREMENT, ARCTIC KIT, TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	36	\$ 3,000.00	\$ 108,000.00	\$ 2,600.00	\$ 93,600.00	\$ 3,100.00	\$ 111,600.00	\$ 3,300.00	\$ 118,800.00	\$ 3,350.00	\$ 120,600.00	\$ 4,000.00	\$ 144,000.00
L-125-5.2	INSTALL STORED L-861T TAXIWAY ELEVATED EDGE LIGHT FIXTURES ON L-867B LIGHT BASE IN GRASS SHOULDER, WITH CONCRETE ENCASUREMENT, TRANSFORMER AND ACCESSORIES, COMPLETE IN PLACE	EA	4	\$ 2,250.00	\$ 9,000.00	\$ 3,000.00	\$ 12,000.00	\$ 2,400.00	\$ 9,600.00	\$ 3,000.00	\$ 12,000.00	\$ 4,825.00	\$ 19,300.00	\$ 2,700.00	\$ 10,800.00
L-125-5.3	TEMPORARY AIRFIELD LIGHTING DURING CONSTRUCTION	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
L-125-5.4	REMOVAL OF LIGHT FIXTURE, DEMOLITION OF TRANSFORMER, ACCESSORIES AND LIGHT BASE, AND STORE FIXTURE	EA	35	\$ 500.00	\$ 17,500.00	\$ 95.00	\$ 3,325.00	\$ 500.00	\$ 17,500.00	\$ 1,100.00	\$ 38,500.00	\$ 1,130.00	\$ 39,550.00	\$ 330.00	\$ 11,550.00
L-125-5.5	REMOVAL OF LIGHT FIXTURES, DEMOLITION OF TRANSFORMER AND ACCESSORIES ON EXISTING LIGHT BASE, INSTALL COVERPLATE AND STORE FIXTURE	EA	4	\$ 225.00	\$ 900.00	\$ 800.00	\$ 3,200.00	\$ 300.00	\$ 1,200.00	\$ 660.00	\$ 2,640.00	\$ 1,360.00	\$ 5,440.00	\$ 500.00	\$ 2,000.00
L-125-5.6	REMOVE L-853 ELEVATED RETROREFLECTIVE MARKERS	EA	11	\$ 20.00	\$ 220.00	\$ 95.00	\$ 1,045.00	\$ 30.00	\$ 330.00	\$ 90.00	\$ 990.00	\$ 1,135.00	\$ 12,485.00	\$ 116.00	\$ 1,276.00
TOTALS					\$1,966,270.00	\$1,668,000.00	\$1,611,166.00	\$1,937,000.00	\$2,524,225.00						

Corrected total for P-101-5.3

TAXIWAY C REHABILITATION AND TAXIWAY G LIGHTING CIRCUIT REPLACEMENT
 Long Island MACARTHUR Airport (ISP)
 Program Cost Estimate - Bid Documents
 AIP 3-36-0048-XXX-2023
 BID TABULATION - ADD ALT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		H&L Contracting		Posillico Civil		Rosemar		Gracs Industries		Bond Civil Utility		
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC AND CSPP	LS	1	\$ 10,900.00	\$ 10,900.00	\$ 10,500.00	\$ 10,500.00	\$ 2,000.00	\$ 2,000.00	\$ 58,000.00	\$ 58,000.00	\$ 21,000.00	\$ 21,000.00	\$ 26,000.00	\$ 26,000.00	
M-150-5.1	PROJECT SURVEY AND STAKEOUT	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 700.00	\$ 700.00	\$ 2,900.00	\$ 2,900.00	\$ 22,000.00	\$ 22,000.00	
C-100.1.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 10,500.00	\$ 10,500.00	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00	\$ 29,000.00	\$ 29,000.00	
C-105-6.1	MOBILIZATION	LS	1	\$ 11,600.00	\$ 11,600.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 18,500.00	\$ 18,500.00	\$ 18,600.00	\$ 18,600.00	
L-108-5.1	1-1/2" NO. 8 AWG, 5KV, L-824C CABLE IN CONDUIT, INSTALLED COMPLETE IN PLACE	LF	20,000	\$ 5.00	\$ 100,000.00	\$ 4.50	\$ 90,000.00	\$ 4.85	\$ 97,000.00	\$ 3.80	\$ 76,000.00	\$ 5.00	\$ 100,000.00	\$ 5.50	\$ 110,000.00	
L-108-5.4	DEMOLITION OF CABLE IN CONDUIT, CONDUIT TO REMAIN, PER CONDUIT LENGTH	LF	24,300	\$ 2.50	\$ 60,750.00	\$ 1.50	\$ 36,450.00	\$ 2.00	\$ 48,600.00	\$ 2.00	\$ 48,600.00	\$ 2.50	\$ 60,750.00	\$ 2.80	\$ 68,040.00	
L-110-5.1	SITE LOCATING, DUCT TRACING AND POT HOLING	ALLOW	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
L-125-5.3	TEMPORARY AIRFIELD LIGHTING DURING CONSTRUCTION	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
L-125-5.7	REMOVE LIGHT FIXTURE AND DEMOLITION OF ISOLATION TRANSFORMER, CONNECT NEW ISOLATION TRANSFORMER TO NEW L-824C CABLE AND REINSTALL STORED FIXTURED WITH NEW BOLTS AND GASKETS, COMPLETE IN PLACE	EA	72	\$ 275.00	\$ 19,800.00											
TOTALS					\$ 243,050.00	\$ 892.00	\$ 71,424.00	\$ 600.00	\$ 36,000.00	\$ 800.00	\$ 57,600.00	\$ 2,875.00	\$ 182,600.00	\$ 1,130.00	\$ 81,360.00	\$ 389,800.00

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

No. 9

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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:

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.

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.

Allysa Bullock
Signature of Commissioner/Department Head Sponsor

5/25/23
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

Bay Shore Avenue at East Lakeland Street
(WBW)

Stop

North/South on Bay Shore Avenue;
East/West on East Lakeland Street

**SCHEDULE G
STOP AND YIELD INTERSECTIONS
ADD
INTERSECTION**

SIGN

CONTROLLING TRAFFIC

Ellery Street at Grahn Drive (BWD)

Stop

North on Grahn Drive

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

LOCATION

REGULATION

HOURS/DAYS

Pineville Road/East
From Suffolk Avenue north for 250 ft.
(CIS)

No standing

**SCHEDULE J
PARKING, STOPPING AND STANDING REGULATIONS
AMEND TO READ**

LOCATION	REGULATION	HOURS/DAYS
Erwin Street/North From River Road to Foster Avenue (SVL)	No parking	10:00 a.m. to 12:00 noon 4/15 to 10/15 <u>4/1 to 11/1</u>
Erwin Street/South From Foster Avenue to River Road (SVL)	No parking	10:00 a.m. to 12:00 noon 4/15 to 10/15 <u>4/1 to 11/1</u>

TRAFFIC CODE AMENDMENT SUMMATIONS

**LOCATION: BAY SHORE AVENUE AT EAST LAKELAND STREET,
WEST BRENTWOOD**

REGULATION: Existing – Stop signs control traffic north/south on Bay Shore Avenue

REQUESTED BY: Resident

RECOMMENDATION: To make this intersection an all-way stop by placing stop signs east/west on East Lakeland Street

BRIEF JUSTIFICATION: Traffic survey revealed that intersection met minimum warrant criteria as per MUTCD (Manual of Uniform Traffic Control Devices)

LOCATION: ELLERY STREET AT GRAHN DRIVE, BRENTWOOD

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: To install a stop sign to control traffic north on Grahn Drive

BRIEF JUSTIFICATION: Stop sign requested to clarify right-of-way issues at this intersection

LOCATION: PINEVILLE ROAD/EAST, CENTRAL ISLIP

REGULATION: Existing – No Standing Restriction

REQUESTED BY: Traffic Safety

RECOMMENDATION: Remove the restriction from Suffolk Avenue north for 250 feet

BRIEF JUSTIFICATION: To provide on-street parking for businesses on the northeast corner

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: **ERWIN STREET/NORTH, SAYVILLE**

REGULATION: Existing – No Parking Restriction from River Road to Foster Avenue 10:00 a.m. to 12:00 noon; 4/15 to 10/15

REQUESTED BY: Resident

RECOMMENDATION: Amend the parking restriction by deleting the hours “10:00 a.m. to 12:00 noon” and extending the dates of parking from 4/1 to 11/1

BRIEF JUSTIFICATION: To address overflow of Fire Island ferry patrons leaving vehicles in front of residential homes for extended periods of time

LOCATION: **ERWIN STREET/SOUTH, SAYVILLE**

REGULATION: Existing – No Parking Restriction from Foster Avenue to River Road 10:00 a.m. to 12:00 noon; 4/15 to 10/15

REQUESTED BY: Resident

RECOMMENDATION: Amend the parking restriction by deleting the hours “10:00 a.m. to 12:00 noon” and extending the dates of parking from 4/1/ to 11/1

BRIEF JUSTIFICATION: To address overflow of Fire Island ferry patrons leaving vehicles in front of residential homes for extended periods of time

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

No. 10

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute an amendment to the Professional Services Agreement with Nelson + Pope to include the design plans for a cooling and heating system for the Town Hall West Auditorium.

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.

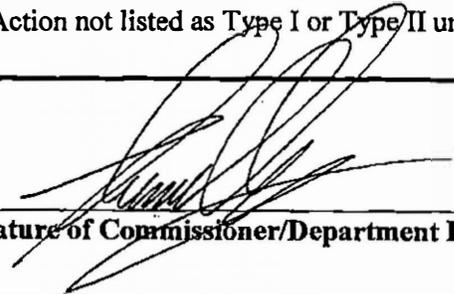
Authorization for the Supervisor to execute an amendment to the Professional Services Agreement with Nelson + Pope to include the expanded scope of the project, for an amount not to exceed an additional \$5,500, the form and content of which shall be subject to the approval of the Town Attorney.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Nelson + Pope, the Town
 2. Site or location effected by resolution: Town Hall West
 3. Cost: \$5,500
 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.
-



Signature of Commissioner/Department Head Sponsor

5/24/2023

Date

RESOLUTION authorizing the Supervisor to execute an amendment to Professional Services Agreement dated May 26, 2023, between the Town of Islip (the "Town") and Nelson + Pope, PLLC, 70 Maxess Road, Melville, NY 11747 (hereinafter "N+P") for Design Plans for a Cooling and Heating System for the Auditorium at Town Hall West.

WHEREAS, the Town of Islip (the "Town") owns and operates Town Hall West, 401 Main Street, Islip, NY 11751; and

WHEREAS, on May 26, 2023, the Town entered into a Professional Services Agreement with N+P for Design Plans for a Cooling and Heating System for the Auditorium at Town Hall West, for an amount not to exceed \$14,000.00; and

WHEREAS, the Town wished to expand the scope of the project to include the design for new rooftop unit on the existing steel dunnage at 401 Main Street, which will include structural plans for modification of the existing dunnage to support the new unit; and

WHEREAS, N + P has demonstrated that it possesses the qualifications and experience to perform the additional design services for the project; and

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 a motion by Councilperson _____,
seconded by Councilperson _____; be it

RESOLVED, that the Supervisor is hereby authorized to execute an amendment to the Professional Services Agreement with N + P to include the expanded scope of the project, for an amount not to exceed an additional \$5,500, 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 necessary to amend the budget in accordance with the terms of this resolution and the amendment to the Professional Services Agreement.

UPON A VOTE BEING TAKEN, the result was: _____

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

No. 11

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with Luminescence Production Services, LLC. to provide outdoor movie nights at various Town parks and beaches.

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: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with Luminescence Production Services LLC to provide outdoor movie nights on the following dates: 7/10/23, 7/17/23, 7/24/23, 7/31/23, 8/7/23, 8/14/23, 8/21/23, 8/28/23, 10/13/23 and 12/1/23 at town parks; 7/15/23 and 8/12/23 at Atlantique Beach. Compensation for said services to Luminescence Production Services LLC will be \$25,200.00. 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: Luminescence Production Services LLC

Site or location effected by resolution: Various Town of Islip Parks and Atlantique Beach

Cost: \$25,200.00

Budget Line: A7034.4-4450

Amount and source of outside funding: \$66,700.00 donation from Catholic Health Services of Long Island

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:

5/30/2023

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 outdoor movie nights at various Town of Islip parks and beaches for our citizens; and

WHEREAS, Luminescence Production Services LLC, 47 Barwick Street, Floral Park, NY 11001, 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 Luminescence Production Services LLC to provide said activity;

NOW, THEREFORE, on a motion of _____,

seconded by _____, be it

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Luminescence Production Services LLC to provide movie nights for an amount not to exceed \$25,200.00 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. 12

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with Big Apple Valet Corporation dba First-Class Valet to provide parking services at the 2023 Apple Festival.

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

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 professional parking services at the 2023 Apple Festival for our citizens; and

WHEREAS, Big Apple Valet Corporation dba First-Class Valet, 169 Commack Road, Suite H #230, Commack, NY 11725, 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 Big Apple Valet Corporation dba First-Class Valet, to provide said activity;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Big Apple Valet Corporation dba First-Class Valet to provide parking services for an amount not to exceed \$6,175.00 of which a required deposit of 25% for a total of \$1,543.75 is due by Monday, August 21, 2023, 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. 13

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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.**

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

June 13, 2023
Resolution#13

<u>Date</u>	<u>Name</u>	<u>Program/Event</u>	<u>Location</u>
7/8	Jodi Cameron	Yoga	Islip Beach
7/11	Suffolk County Tennis and Education Foundation	Pickleball Instruction	Holbrook Country Club Lake Ronkonkoma Casamento Park, W.I.
7/17	Suffolk County Tennis and Education Foundation	Junior Tennis Instruction	Casamento Park, W.I. Holbrook Country Club Town Hall West, 401 Main St. Islip
7/24	East Islip Youth Football and Flag League	Football Clinic	East Islip Middle School
8/2	Brian Connolly of 70's Rock Parade	Live Musical Entertainment	Holbrook Country Club
9/9	Anthony Coraro of Modern Justice LTD.	Live Musical Entertainment	Bay Shore Marina
9/11	Suffolk County Tennis and Education Foundation	Junior Tennis Instruction	Casamento Park, WI
9/18	Triple Threat Basketball Club, Inc.	Basketball League	East Islip Middle School

**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 agreement with Jodi Cameron to provide two (2) sessions of yoga consisting of six (6) classes. Session 1- will be held Saturdays, July 8, 2023 thru August 12, 2023. Session 2- will be held Saturdays, August 26, 2023 thru September 30, 2023. Classes will meet at Islip Beach. The registration fee is \$90.00 for residents and \$25.00 surcharge for non-residents. The minimum amount of participants will be one (1) and the maximum amount of participants will be fifty (50). This program will be self-sustaining. The total minimum revenue will be \$90.00 and the maximum revenue including the non-resident surcharge will be \$5,750.00. Compensation for said services to Jodi Cameron will be 80% of the total revenue for an amount not to exceed \$3,600.00 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: Jodi Cameron, 545 Lombardy Boulevard, Brightwaters, NY 11718

Site or location effected by resolution: Islip Beach, 600 South Bay Avenue, 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 \$5,750.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$2,150.00.

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:

5/10/2023

June 13, 2023

Resolution # 13

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 yoga instruction for our citizens; and

WHEREAS, Jodi Cameron, 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 Jodi Cameron to provide two (2) sessions of yoga from July 8, 2023 to August 12, 2023 and from August 26, 2023 to September 30, 2023;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an Agreement with Jodi Cameron to provide access to yoga instruction for our citizens for an amount not to exceed \$3,600.00, which excludes the non-resident surcharge, 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 Suffolk County Tennis and Education Foundation to provide six (6) sessions of pickleball instruction consisting of 12 classes and two (2) sessions of pickleball open play consisting of 4 classes. Pickleball instruction: Session 1- three (3) separate classes, Tuesdays & Thursdays, July 11, 2023 thru July 27, 2023; Session 2- two (2) separate classes, Fridays, July 14, 2023 thru August 4, 2023; Session 3- three (3) separate classes, Tuesdays & Thursdays, August 8, 2023 thru August 24, 2023 will be held at Holbrook Country Club. Session 4: one (1) class, Fridays, September 15, 2023 thru October 6, 2023; Session 5: one (1) class, Sundays, September 17, 2023 thru October 8, 2023; Session 6: two (2) separate classes, Tuesdays & Thursdays, September 19, 2023 thru October 5, 2023 will be held at Lake Ronkonkoma. Pickleball Open Play: Sessions 1 & 2: four (4) separate classes, Thursdays, July 20, 2023 thru October 5, 2023 will be held at Casamento Park. The registration fee for pickleball instruction is \$140.00 per class for each registrant and a \$30.00 surcharge for each non-resident registrant. The registration fee for pickleball open play is \$80.00 per class for each registrant and a \$20.00 surcharge for each non-resident registrant. The minimum amount of participants for each class will be one (1) and the maximum amount of participants will be twenty (20) per session for a total maximum of three hundred and twenty (320) participants. This program will be self-sustaining. The maximum revenue including the non-resident surcharge will be \$48,800.00. Compensation for said services to the Suffolk County Tennis and Education Foundation will be 80% of the total revenue with a maximum amount not to exceed \$32,000.00 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: Suffolk County Tennis and Education Foundation

Site or location effected by resolution: Holbrook Country Club, 700 Patchogue-Holbrook Rd., Holbrook, NY 11741
Lake Ronkonkoma, 299 Rosevale Avenue, Ronkonkoma, NY 11779
Casamento Park, 65 Muncey Road, West Islip, NY 11795

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

Budget Line: A7035.4-5006

Amount and source of outside funding: Maximum revenue is \$48,800.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$16,800.00.

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:

5/17/2023
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 pickleball instruction and open play for our citizens; and

WHEREAS, the Suffolk County Tennis and Education Foundation 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 the Suffolk County Tennis and Education Foundation to provide six (6) sessions of pickleball instruction consisting of 12 classes and two (2) sessions of pickleball open play consisting of 4 classes;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with the Suffolk County Tennis and Education Foundation to provide pickleball instruction to our citizens for an amount not to exceed \$32,000.00, which excludes non-resident surcharge, 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 Suffolk County Tennis and Education Foundation to provide six (6) separate classes of junior tennis instruction and two (2) separate classes for adult tennis. Three (3) separate classes: ages 4 - 6, 7 - 10 and 11 - 18, Mondays & Wednesdays, July 17, 2023 thru August 2, 2023 will be held at Casamento Park. Three (3) separate classes: ages 4 - 6, 7 - 10 and 11 - 18, Tuesdays & Thursdays, July 18, 2023 thru August 3, 2023 will be held at Holbrook Country Club. Two (2) separate adult tennis classes, Sundays, July 16, 2023 thru August 6, 2023 and September 17, 2023 thru October 8, 2023 will be held at Town Hall West. The registration fee for ages 4- 6 is \$80.00 for each registrant and a \$25.00 surcharge for each non-resident registrant. The registration fee for ages 7 - 18 is \$145.00 for each registrant and a \$25.00 surcharge for each non-resident registrant. The registration fee for adult tennis is \$140.00 for each registrant and a \$30.00 surcharge for each non-resident. This program will be self-sustaining. The maximum revenue including the non-resident surcharge will be \$12,300.00. Compensation for said services to the Suffolk County Tennis and Education Foundation will be 80% of the total revenue, with a maximum amount not to exceed \$8,160.00 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: Suffolk County Tennis and Education Foundation

Site or location effected by resolution: Casamento Park, 65 Muncey Road, Bay Shore, NY 11706
Holbrook Country Club, 700 Patchogue-Holbrook Road, Holbrook, NY 11741
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 \$12,300.00 including non-resident surcharge.
0.00. Maximum revenue to be retained by the Town is \$4,140.00

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:

5/30/2023

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 tennis instruction for our citizens; and

WHEREAS, the Suffolk County Tennis and Education Foundation 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 the Suffolk County Tennis and Education Foundation to provide six (6) separate classes of junior tennis instruction and two (2) separate classes for adult tennis;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with the Suffolk County Tennis and Education Foundation to provide tennis instruction to our citizens for an amount not to exceed \$8,160.00, which excludes non-resident surcharge, 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 East Islip Youth Football and Flag League to provide a football clinic, Monday thru Thursday, July 24, 2023 thru July 27, 2023. The clinic will be held at East Islip Middle School. The registration fee is \$100.00 per registrant and a \$25.00 surcharge for each non-resident registrant. The minimum amount of participants will be one (1) and the maximum amount of participants will be two hundred (200). This program will be self-sustaining. The total minimum revenue will be \$100.00 and the maximum revenue including the non-resident surcharge will be \$25,000.00. Compensation for said services to East Islip Youth Football and Flag League will be 80% of the total revenue for an amount not to exceed \$16,000.00 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: East Islip Youth Football and Flag League

Site or location effected by resolution: East Islip Middle School, 100 Redmen Street, Islip Terrace, NY 11752

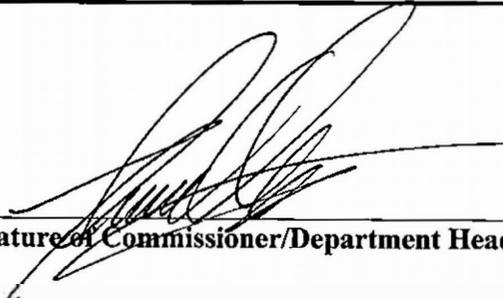
Cost: No cost to the Town of Islip - self-sustaining.

Budget Line: A7035.4 5006

Amount and source of outside funding: Maximum revenue is \$25,000.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$9,000.00.

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

5/17/2023

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 a Football Clinic for our citizens; and

WHEREAS, East Islip Youth Football and Flag League, 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 East Islip Youth Football and Flag League to provide a football clinic;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with East Islip Youth Football and Flag League to provide a Football Clinic to our citizens for an amount not to exceed \$16,000.00, which excludes non-resident surcharge, 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 Brian Connolly of 70's Rock Parade to provide live musical entertainment at Holbrook Country Club, 700 Patchogue-Holbrook Road, Holbrook, NY 11741 on Wednesday, August 2, 2023 from 7:30 p.m. to 9:30 p.m. The maximum compensation for a two hour concert will be \$3,500.00. Date and location are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs.

SPECIFY WHERE APPLICABLE:

- | | |
|---|---|
| 1. Entity or individual benefitted by resolution: | Brian Connolly of 70's Rock Parade |
| 2. Site or location effected by resolution: | Holbrook Country Club, 700 Patchogue-Holbrook Road, Holbrook NY 11741 |
| 3. Cost: | \$3,500 |
| 4. Budget Line: | A.7034.4-4450 |
| 5. Amount and source of outside funding: | \$66,700 donation from Catholic Health Services of Long Island |
-

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

5/30/2023

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to present summer concerts for our residents, and

WHEREAS, Brian Connolly of 70's Rock Parade, having offices at 36 Marc Drive, Ridge, NY 11961 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 Brian Connolly of 70's Rock Parade to produce a concert performance;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Brian Connolly of 70's Rock Parade to produce the concert performance, not to exceed \$3,500.00, 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 Anthony Coraro of Modern Justice LTD. to provide live musical entertainment at Bay Shore Marina, 150 South Clinton Avenue, Bay Shore, NY 11706 on Saturday, September 9, 2023 from 11:00 a.m. till 5:00 p.m. The maximum compensation for a six hour concert will be \$4,500.00. Date and location are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs.

SPECIFY WHERE APPLICABLE:

- | | |
|---|---|
| 1. Entity or individual benefitted by resolution: | Anthony Coraro of Modern Justice LTD. |
| 2. Site or location effected by resolution: | Bay Shore Marina, 150 South Clinton Avenue, Bay Shore, NY 11706 |
| 3. Cost: | \$4,500 |
| 4. Budget Line: | A.7034.4-4450 |
| 5. Amount and source of outside funding: | Derived from Vendor Fees |
-

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

5/20/2023

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to present a concert performance for residents, and

WHEREAS, Anthony Coraro of Modern Justice LTD., having offices at 1000 Deer Park Avenue, North Babylon, NY 11703 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 Anthony Coraro of Modern Justice LTD. to produce a concert performance;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with Anthony Coraro of Modern Justice LTD. to produce the concert performance, not to exceed \$4,500.00, 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 Triple Threat Basketball Club, Inc. to provide a basketball league. The league will be held at the East Islip Middle School on Mondays & Wednesdays, September 18, 20, 27, October 2, 4, 11, 16, 18, 23, 25, 2023. The registration fee is \$125.00 for each registrant and a \$30.00 surcharge for each non-resident registrant. This program will be self-sustaining. The total minimum revenue will be \$125.00 and the maximum revenue including the non-resident surcharge will be \$31,000.00. Compensation for said services to Triple Threat Basketball Club, Inc. will be 80% of the total revenue for an amount not to exceed \$20,000.00 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: Triple Threat Basketball Club, Inc.

Site or location effected by resolution: East Islip Middle School, 100 Redmen Street, Islip Terrace, NY 11752

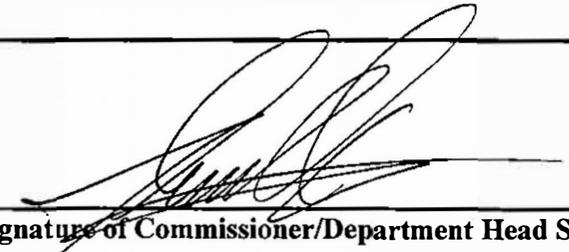
Cost: No cost to the Town of Islip - self-sustaining.

Budget Line: A7035.4 5006

Amount and source of outside funding: Maximum revenue is \$31,000.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$11,000.00.

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:

5/16/2023
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 a basketball league for our citizens; and

WHEREAS, Triple Threat Basketball Club, Inc., PO Box 345, Islip Terrace, New York 11752 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 Triple Threat Basketball Club, 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 Triple Threat Basketball Club, Inc. to provide a basketball league to our citizens for an amount not to exceed \$20,000.00, which excludes non-resident surcharge, 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 Suffolk County Tennis and Education Foundation to provide four (4) separate classes of junior tennis instruction. Two (2) separate classes: ages 4 - 10, Mondays & Wednesdays, September 11 thru October 11, 2023 and two (2) separate classes: ages 11 - 18, Tuesdays & Thursdays, September 12, 2023 thru October 12, 2023. Classes will be held at Casamento Park. The registration fee for ages 4 - 10 is \$195.00 for each registrant and a \$30.00 surcharge for each non-resident registrant. The registration fee for ages 11 - 18 is \$295.00.00 for each registrant and a \$30.00 surcharge for each non-resident registrant. This program will be self-sustaining. The maximum revenue including the non-resident surcharge will be \$11,000.00. Compensation for said services to the Suffolk County Tennis and Education Foundation will be 80% of the total revenue, with a maximum amount not to exceed \$7,840.00 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: Suffolk County Tennis and Education Foundation

Site or location effected by resolution: Casamento Park, 65 Muncey Road, Bay Shore, NY 11706

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

Budget Line: A7035.4-5006

Amount and source of outside funding: Maximum revenue is \$11,000.00 including non-resident surcharge.
Maximum revenue to be retained by the Town is \$3,160.00.

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:

5/30/2023

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 tennis instruction for our citizens; and

WHEREAS, the Suffolk County Tennis and Education Foundation 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 the Suffolk County Tennis and Education Foundation to provide four (4) separate classes of junior tennis instruction;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with the Suffolk County Tennis and Education Foundation to provide tennis instruction to our citizens for an amount not to exceed \$7,840.00, which excludes non-resident surcharge, 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
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Town Board approval permitting Youth Enrichment Services and
Islip Food for Hope to host drop-off sites at various Town locations
to collect nonperishable food items for local food pantries.**

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.

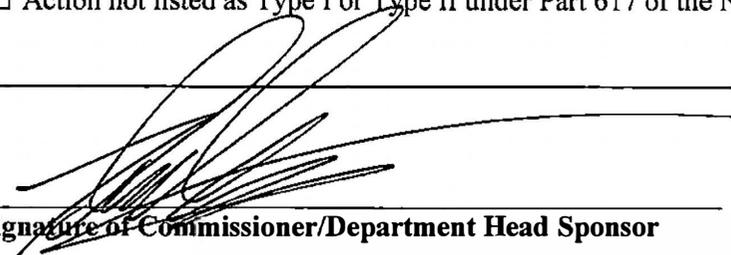
PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implication, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board. This resolution authorizes the Department of Parks, Recreation & Cultural Affairs to host several drop-off sites at various Town locations throughout the summer and holiday season at their concert and movie nights, whereby Youth Enrichment Services and Islip Food for Hope collect pass-through nonperishable food items for local food pantries.

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip residents
 2. **Site or location effected by resolution:** Various Town of Islip locations
 3. **Cost:** No cost to the Town of Islip
 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©, 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

6/1/2023

Date

June 13, 2023
Resolution #14

WHEREAS, the Town of Islip (“the Town”) would like to host various drop off sites throughout the Town whereby Youth Enrichment Services and Islip Food for Hope collect pass-through donations for local food pantries in an effort to provide nonperishable food items to Town residents and families who may be disabled, indigent, or elderly; and

WHEREAS, the Town, through its Department of Parks, Recreation & Cultural Affairs, would like to host said drop-off sites throughout the summer and holiday season at their concert and movie nights;

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

RESOLVED, that the Department of Parks, Recreation & Cultural Affairs is hereby authorized to host several drop-off sites at various Town locations throughout the summer and holiday whereby Youth Enrichment Services and Islip Food for Hope collect pass-through nonperishable food items for local food pantries.

UPON A VOTE BEING TAKEN, the result was:

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

No. 15

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, 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

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. 4 Mile Road Race – Iron Horse 4 Miler- Sayville/West Sayville – Neuromuscular Disease & Christopher Prendergast ALS Center of Excellence- Saturday, July 15, 2023 from 9AM to 10:00AM. Race assembles at the Long Island Maritime Museum at 7:30AM. Proceeds south on West Avenue, continue to Atlantic Avenue to Montauk Hwy to Sunset Avenue, to Joni Drive, to Elm Street, to Carleton Avenue, to Maple Avenue, to Handsome Avenue, to Main Street, to West Avenue, end at Long Island Maritime Museum. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- B. Family Night at the Beach-West Islip Beach-Women of West Islip- Thursday, July 13, 2023. (RD 7/20/2023), starting at 4:30PM to 9:00PM-Community gathering. Permission for This event will be granted pending approval from Town and County Offices and proof of liability insurance.
- C. Community Ambulance Company- 5K Run/ Walk- Sunday June 25, 2023 9:00AM to 12:00Noon Run- Walk assembles at Islip Grange Park 10 Broadway Avenue, Sayville. Runners start at the cross of Lumur drive, head north to Versa Place then make a left then make a right on Wyandanch Road head north then left on Lowell Road head south to make a right on Versa Place then a left onto Sayville Boulevard then another left on McNeil Street and then a left onto Wyandanch Road heading north then a right onto Versa Place then a right onto the park sidewalk and run back to Islip grange park and the finish line is located in Islip Grange Park by the gazebo. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- D. March for Jesus-Brentwood-Bethel Haitian Church-Saturday- June 24, 2023 from 10AM to 2PM. March assembles at Wurst Street Park towards Urn Court, turn right onto Grand Blvd, right onto O' Rourke Street, right onto Freeman Avenue, right onto Wiley Street, left onto Wurst Street where March will end. Permission for this event will be granted pending approval from Town & County Offices and proof of liability insurance.
- E. Kiwanis Classic Car Show - Islip-Kiwanis Club of Islip's and Bay Shore- Sunday, September 17, 2023 (Rain Date: Sunday, September 24, 2023) from 6AM to 4PM. Event will be at 655 Main Street, Islip Town Hall. Permission for this event will be granted pending granted pending approval from Town and County Offices and proof of liability Insurance.

- F. In conjunction with the Alive by The Bay-Bay Shore-Bay Shore Restaurant Committee, Inc. Tuesday June 27, 2023, Tuesday July 11; Tuesday July 25; and Tuesday August 8, 2023 (Rain Date 8/15/2023) from: 5:00PM to 9:00PM. Main Street from Bay Shore Avenue to Smith Avenue. (Approved TBA 5/16/23 LTR H) The Harp and Hound located at 528 Main Street, Islip is requesting **permission from the Islip Town Board to apply for a temporary beer and wine permit pursuant to the New York State Liquor Authority Special Event Application.**
- G. In conjunction with the Alive By The Bay- Bay Shore-Bay Shore Restaurant Committee, Inc. Tuesday June 27, 2023, Tuesday July 11; Tuesday July 25; and Tuesday August 8, 2023 (Rain Date 8/15/2023) from: 5:00PM to 9:00PM. Main Street from Bay Shore Avenue to Smith Avenue. (Approved TBA 5/16/23 LTR H) Verde Kitchen & Cocktails located at 70 E. Main Street, Islip is requesting **permission from the Islip Town Board to apply for a temporary beer and wine permit pursuant to the New York State Liquor Authority Special Event Application.**
- H. In conjunction with the Alive By The Bay- Bay Shore-Bay Shore Restaurant Committee, Inc. Tuesday June 27, 2023, Tuesday July 11; Tuesday July 25; and Tuesday August 8, 2023 (Rain Date 8/15/2023) from: 5:00PM to 9:00PM. Main Street from Bay Shore Avenue to Smith Avenue. (Approved TBA 5/16/23 LTR H) Coastal Kitchen & Daiquiri Bar located at 12 E. Main Street, Islip is requesting **permission from the Islip Town Board to apply for a temporary beer and wine permit pursuant to the New York State Liquor Authority Special Event Application.**
- I. In conjunction with the Alive By The Bay- Bay Shore-Bay Shore Restaurant Committee, Inc. Tuesday June 27, 2023, Tuesday July 11; Tuesday July 25; and Tuesday August 8, 2023 (Rain Date 8/15/2023) from: 5:00PM to 9:00PM. Main Street from Bay Shore Avenue to Smith Avenue. (Approved TBA 5/16/23 LTR H) American Standard located at 53 W. Main Street, Islip is requesting **permission from the Islip Town Board to apply for a temporary beer and wine permit pursuant to the New York State Liquor Authority Special Event Application.**
- J. In conjunction with the Alive By The Bay- Bay Shore-Bay Shore Restaurant Committee, Inc. Tuesday June 27, 2023, Tuesday July 11; Tuesday July 25; and Tuesday August 8, 2023 (Rain Date 8/15/2023) from: 5:00PM to 9:00PM. Main Street from Bay Shore Avenue to Smith Avenue. (Approved TBA 5/16/23 LTR H) Sweet Jane located at 64 E. Main Street, Islip is requesting **permission from the Islip Town Board to apply for a temporary beer and wine permit pursuant to the New York State Liquor Authority Special Event Application.**
- K. In conjunction with the Alive By The Bay- Bay Shore-Bay Shore Restaurant Committee, Inc. Tuesday June 27, 2023, Tuesday July 11; Tuesday July 25; and Tuesday August 8, 2023 (Rain Date 8/15/2023) from: 5:00PM to 9:00PM. Main Street from Bay Shore Avenue to Smith Avenue. (Approved TBA 5/16/23 LTR H) Changing Times American Sports Bar & Grill Coop. Located at 29-31 E. Main Street., Islip is requesting **permission from the Islip Town Board to apply for a temporary beer and wine permit pursuant to the New York State Liquor Authority Special Event Application.**

Upon a vote being taken the result was:

06/13/2023

On a motion of Councilperson
seconded by Councilperson

be it,

RESOLVED, that permission is hereby granted to hold the following events in the Town:

BLOCK PARTIES:

Part B:

1. BP- 356 Collington Drive – Ronkonkoma – Block Party – Saturday -07/22/2023 (RD: 07/23/2023) 11AM to 11PM; 356 Collington Drive will be closed from Woodlawn Avenue to Belle Avenue.
2. BP- 95 Kenwood Drive – Bohemia Block Party – Saturday – 08/05/2023 (RD: 08/06/2023) 11AM to 11PM; 95 Kenwood Drive will be closed from 7th Street to 8th Street.
3. BP- 19 Crag Court – West Islip – Saturday – Block Party -07/01/2023 (RD: 07/02/2023) 11AM to 11PM; 19 Crag Court will be closed from Alinda Avenue to Curtin Avenue.
4. BP- 838 Southside Avenue – West Islip – Block Party – Saturday – 07/01/2023 (RD: None) 11AM to 11PM; 838 Southside Avenue will be closed from Rockaway Street to The End.
5. BP- 953 Manor Lane – Bay Shore – Block Party – Tuesday – 07/04/2023 (RD: 07/08/2023) 11AM to 11PM; 953 Manor Lane will be closed from Bardolier Ln to 7th Street.
6. BP- 451 8th Street – Bohemia – Block Party – Saturday – 08/12/2023 (RD: 08/13/2023) 11AM to 11PM; 451 8th Street will be closed from Kenwood Drive to Elf Ct.
7. BP- 74 Lukens Avenue – Brentwood -Block Party – Tuesday – 07/04/2023 (RD: None) 11AM to 11PM; 74 Lukens Avenue will be closed from Pine Street to Mckinley Street.
8. BP- 108 Union Avenue – Islip – Block Party – Saturday – 08/19/2023 (RD: 08/20/2023) 11AM to 11PM; 108 Union Avenue will be closed from Raymond Street to Maple Avenue.
9. BP- 228 Seacliff Street- Islip Terrace – Block Party – Monday – 07/03/2023 (RD: None) 11AM to 11PM; 228 Seacliff Street will be closed from Connetquot Avenue to Bellmore Avenue.

10. BP- 244 W. First Street – West Islip – Block Party – Saturday – 08/19/2023 (RD: None) 11AM to 11PM; 244 W. First Street will be closed from Pine Avenue to Sunrise Hwy Service Road.
11. BP- 530 Hyman Avenue – West Islip – Block Party – Saturday – 07/08/2023 (RD: 07/09/2023) 11AM to 11PM; 530 Hyman Avenue will be closed from Bardolier Ln. to the dead end.
12. BP- 210 McCall Avenue – West Islip – Block Party – Saturday – 07/01/2023 (RD: 07/02/2023) 11AM to 11PM; 210 McCall Avenue will be closed from 3rd Street to 2nd Street.
13. BP- 189 E. Nassau Street – Islip Terrace – Block Party – Friday – 06/23/2023 (RD: None) 11AM to 11PM; 189 E. Nassau Street will be closed from Bellmore Avenue to Tellar Drive.
14. BP- 58 Lucille Drive – Sayville – Block Party – Saturday – 08/19/2023 (RD: None) 11AM to 11PM; 58 Lucille Drive will be closed from Loop Drive to Chase Lane; Cross Streets: Evy Ct. and Alba Ct.
15. BP- 236 Marilyn Street- East Islip – Block Party – Saturday – 08/05/2023 (RD: None) 11AM to 11PM; 236 Marilyn Street will be closed from Country Village Ln to Dorset Ln.
16. BP-1 Windsor Street- Islip – Block Party – Saturday – 08/26/2023 (RD: 08/27/2023) 11AM–11PM; 1 Windsor Street will be closed from Commack Road to Grimsley Road. Cross Street: Webster Road.
17. BP- 725 Tanglewood Road- West Islip – Block Party – Saturday – 07/22/2023 (RD: 07/23/2023) 11AM to 11PM; 725 Tanglewood Road will be closed from McElroy Street to Ryan Street.
18. BP-429 Victory Drive – Ronkonkoma – Block Party- Saturday -07/01/2023 (RD: 07/02/2023) 11AM to 11PM; 429 Victory Drive will be closed from Rosevale Avenue to the dead end.
19. BP-314 Oakwood Avenue- West Islip – Block Party – Saturday -08/26/2023 (RD: 08/27/2023) 11AM to 11PM; 314 Oakwood Avenue will be closed from Orinoco Drive to House # 314 Oakwood Avenue; Cross Street: Chestnut Pl.
20. BP- 7 45th Street – Islip – Block Party – Saturday – 07/22/2023 (RD: 08/19/2023) 11AM to 11PM; 7 45th Street will be closed from Commack Road to Grand Blvd.
21. BP- 46 Hobart Street- East Islip – Block Party – Saturday – 08/05/2023 (RD: 08/06/2023) 11AM to 11PM; 46 Hobart Street will be closed from Manistee lane to Sherry Street.

22. BP-111 Bayway Avenue – Bay Shore – Block Party – Saturday – 08/05/2023 (RD: None) 111 Bayway Avenue will be closed from Mackenzie Ct. to Corinthian Ct.
23. BP-28 Ballard Circle – Holbrook – Block Party – Saturday – 07/22/2023 (RD: 07/23/2023) 11AM to 11PM; 28 Ballard Circle will be closed from Flute Ln to Flute Ln. (Both Sides).
24. BP- 31 Horton Street- West Islip – Block Party – Saturday – 08/05/2023 (08/06/2023) 11AM to 11PM; 31 Horton Street will be closed from Haynes Avenue to Altmar Avenue.
25. BP- 378 Greenbelt Pkwy - Holtsville – Block Party – Saturday – 08/05/2023 (RD: 08/06/2023) 11AM to 11PM; 378 Greenbelt Pkwy will be closed from Spiral Ln to Blue Point Road.
Note: This block Party is an extension of Greenbelt Pkwy that was already approved; Greenbelt Pkwy -Holtsville will be closed from Spence Avenue to Spiral Road.
26. BP- 741 Pine Avenue – West Islip – Block Party – Saturday – 07/29/2023 (RD: None) 11AM to 11PM; 741 Pine Avenue will be closed from Udall Road to Sylvia Drive; Cross Streets: Dorothy Road both sides.
27. BP- 340 Renee Drive- Bayport – Block Party – Saturday – 08/05/2023 (RD: 08/06/2023) 11AM to 11PM; 340 Renee Drive will be closed from Ira Place to Bernice Drive.
28. BP- 122 St. Marks Lane- Islip – Block Party – Saturday – 07/08/2023 (RD: 07/09/2023) 11AM to 11PM; 122 St. Marks lane will be closed from 2nd Street to 3rd Street.
29. BP- 81 Birch Street – Islip – Block Party – Saturday -09/03/2023 (RD: 09/09/2023) 11AM to 11PM; 81 Birch Street will be closed from Ferndale Blvd. to The End; Cross Street: Wilson Blvd.
30. BP- 81 Wantagh Avenue- East Islip – Block Party – Saturday -07/15/2023 (RD: 07/16/2023) 11AM to 11PM; 81 Wantagh Avenue will be closed from House # 99 Wantagh Avenue to Conlu Drive East; Cross Streets: Tojan Drive and Kunigunda Pl.
31. BP- 241 Loop Drive – Sayville – Block Party – Saturday – 08/12/2023 (RD: NONE) 11AM to 11PM; 241 Loop Drive will be closed from Broadway Avenue to Potamac Drive.
32. BP- 4 Amherst Road- W. Sayville – Block Party -Saturday -09/02/2023 (RD: 09/03/2023) 11AM to 11PM; 4 Amherst Road will be closed from Brook Street to Hilary Street.

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

No. 16

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Town Clerk to advertise for a Public Hearing
on the transfer of property located at 91 Jefferson Street, East Islip
under the Town of Islip CDA's Housing 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:

Julia MacGibbon

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 Town of Islip Community Development Agency to transfer property located at 91 Jefferson Street, East Islip under the Town of Islip Community Development Agency Rent With Option to Buy Affordable Housing Program

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip CDA / Haroon Gill and Lubna Haroon
 2. Site or location effected by resolution: 91 Jefferson Street, East Islip, NY, 11730
 3. Cost: Purchase Price: \$465,000
 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 #11 . 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

5-25-23
Date

June 13, 2023
Resolution #16

RESOLUTION

On a motion of _____, seconded by _____

be it

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the Town Clerk to advertise for a public hearing on the transfer of the property described in the annexed notice of transfer and resolution.

Upon a vote being taken, the result was:

RE: Direct Sale to Haroon Gill and Lubna Haroon

PUBLIC NOTICE

PLEASE TAKE NOTICE, that the Town of Islip Community Development Agency does hereby intend to convey and transfer to the listed family the following described property:

<u>Name of Family/Current Address</u>	<u>Tax Map/Conveyed Property</u>
Haroon Gill and Lubna Haroon 91 Jefferson Street East Islip, NY 11730	0500-322-04-024 91 Jefferson, East Islip

TAKE FURTHER NOTICE, that each and every item (related documents) of said transfer is open to public view and inspection at the office of Robert T. Fuchs, Esq., Counsel to the Town of Islip Community Development Agency, 15 Shore Lane, Bay Shore, New York, between the hours of 9:00 a.m. and 5:00 p.m. on any weekday; and

TAKE FURTHER NOTICE, that a Public Hearing will be held by the ISLIP TOWN BOARD on _____, at 2:00 p.m. at 655 Main Street, Islip, New York, concerning approval of the above transfers, at which time all interested persons will be given the opportunity to be heard.

OLGA H. MURRAY
Islip Town Clerk
655 Main Street

Islip, New York 11751

Dated:

at Islip, New York

RESOLUTION

WHEREAS, the Town of Islip Community Development Agency has selected the following purchasers as qualified and eligible Sponsor for the purchase of the below listed property:

<u>Name/Property Address</u>	<u>Tax Map</u>	<u>Purchase Price</u>
Haroon Gill and Lubna Haroon 91 Jefferson Street, East Islip	500-322-04-024	\$465,000.00

WHEREAS, said sponsor intend to occupy said premise as the owner-occupant; and

WHEREAS, the Board deems it in the best interest of the residents of the Town of Islip for the Town of Islip Community Development Agency to convey said premise to said Sponsor; and

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

RESOLVED, that the Town Board hereby approves the sale of said property described above from the Town of Islip Community Development Agency to convey said premise to said Sponsor, that the sale of said premise to the Sponsor is subject to permissive referendum.

UPON A VOTE being taken, the result was:

THIS RESOLUTION IS SUBJECT TO PERMISSIVE REFERENDUM

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

No. 17

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board approval to officially change the name of Sgt. Craig B. Gariepy Memorial Park in Islip Terrace to “The Veteran’s Memorial at the Sgt. Craig B. Gariepy Park”.

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.

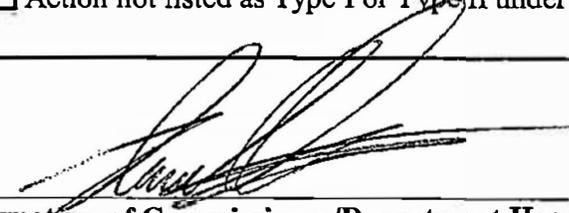
By this Resolution, the Town Board is authorized to officially change the name of Sgt. Craig B. Gariepy Memorial Park, located at Connetquot Avenue and Lowell Avenue, Islip Terrace, to "The Veteran's Memorial at the Sgt. Craig B. Gariepy Park". This Resolution also authorizes the Department of Public Works to install the appropriate signage at the newly designated "The Veteran's Memorial at the Sgt. Craig B. Gariepy Park".

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip residents
 2. Site or location effected by resolution: Sgt. Craig B. Gariepy Memorial Park
 3. Cost: None.
 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

6/2/2023

Date

June 13, 2023
Resolution #17

WHEREAS, the Town of Islip's Sgt. Craig B. Gariepy Memorial Park, located at Connetquot Avenue and Lowell Avenue in Islip Terrace, is a memorial park for Islip Terrace residents, as well as the Town's residents at large; and

WHEREAS, the residents of East Islip and Islip Terrace have requested the Town to rename Sgt. Craig B. Gariepy Memorial Park in recognition of the Town's Veterans community at large in addition to Sgt. Craig B. Gariepy;

WHEREAS, the park was recently reconstructed and beautified to recognize both the Town's Veteran community and Sgt. Craig B. Gariepy;

WHEREAS, the Town Board deems it appropriate and fitting to recognize Sgt. Craig B. Gariepy and the Town's Veterans at large for their service, by renaming Sgt. Craig B. Gariepy Memorial Park in their honor.

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

RESOLVED, that the Town Board officially changes the name of Sgt. Craig B. Gariepy Memorial Park to "The Veteran's Memorial at the Sgt. Craig B. Gariepy Park"; and be it further

RESOLVED, that the Department of Public Works is hereby authorized and directed to install the appropriate signage at the newly designated "The Veteran's Memorial at the Sgt. Craig B. Gariepy Park".

UPON a vote being taken, the result was:

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

No. 18

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute any and all documentation related to the Lease Agreement between the Brentwood Water District and Suffolk County Water Authority for property located at 10 Carroll Street, 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:

Michael P. Walsh, 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.

Supervisor, on behalf of the Brentwood Water District, is authorized to sign a Plumbing/HVAC Permit Application and any other applications made related to the Lease Agreement by and between the Brentwood Water District and Suffolk County Water Authority dated January 27, 2000 for that certain real property known as 10 Carroll Street, Brentwood and identified on the Suffolk County Tax Map as 500-073.00-04.00-042.000.

+

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: New Cingular PCS, LLC ("AT&T")
 2. Site or location effected by resolution: 10 Carroll Street, Brentwood SCTM#:500-073.00-04.00-042.000)
 3. Cost: 0.00
 4. Budget Line: 0.00
 5. Amount and source of outside funding: 0.00
-

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(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 Jimmy

Date _____

June 13, 2023
Resolution #: 18

WHEREAS, the Town of Islip (the "Town"), on behalf of the Brentwood Water District, entered into that certain lease agreement dated January 27, 2000, with Suffolk County Water Authority ("SCWA") for that certain real property known by the street address of 10 Carroll Street, Brentwood and identified on the Suffolk County Tax Map as 500-073.00-04.00-042.000 ("Lease Agreement"); and

WHEREAS, said Lease Agreement permits SCWA to enter into subleases with Town Board consent; and

WHEREAS, by resolution dated May 23, 2017 the Town Board consented to that certain sublease by and between SCWA and New Cingular PCS LLC ("AT&T");

WHEREAS, AT&T has submitted a Plumbing/HVAC Permit Application to be signed by the Supervisor on behalf of the Brentwood Water District as fee owner of the property.

NOW THEREFORE, on motion of Councilperson _____

Second by Councilperson _____, be it

RESOLVED, that the Supervisor, on behalf of the Brentwood Water District, is authorized to sign a Plumbing/HVAC Permit Application and any other applications made related to the Lease Agreement by and between the Brentwood Water District and Suffolk County Water Authority dated January 27, 2000 for that certain real property known as 10 Carroll Street, Brentwood and identified on the Suffolk County Tax Map as 500-073.00-04.00-042.000.

Upon a vote being taken, the result was

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

No. 19

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to consent to the Assignment and Assumption of that certain Lease Agreement with by and between the Town of Islip as Lessor and West Sayville Boat Basin, LLC as Lessee.

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 P. Walsh, 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

WHEREAS, the Town of Islip (“Town”) is the fee owner of approximately 38,750 square feet of underwater land, with a jetty, located at 159 West Avenue, West Sayville, New York, identified on the Suffolk County Tax Map as District 500, Section 429.00, Block 04.00 and p/o Lot 007.001 (“Premises”); and

WHEREAS, the Town as lessor entered into that certain lease agreement with West Sayville Boat Basin, LLC as lessee (“Lessee”) dated April 22nd, 2019 permitting the Lessee to use the Premises solely for boat berths for pleasure boats, fishing and clam boats and temporary storage of boats recently repaired at Lessee’s marina (“Lease Agreement”); and

WHEREAS, the existing lease term expires December 31, 2038; and

WHEREAS, the Lessee wishes to assign the remainder of its leasehold interest to West Sayville Marine Management Corp.; and

WHEREAS, the Lease Agreement permits an assignment of the Lease with the consent of the Town; and

WHEREAS, the principal of the assigning entity and the assuming entity is the same; and

WHEREAS, all the terms and conditions of the Lease will remain in full force and effect after the assignment and assumption of the Lease Agreement; and

NOW, THEREFORE, on motion of _____ seconded by

BE IT RESOLVED, that the Supervisor is hereby authorized to consent to the Assignment and Assumption of that certain Lease Agreement by and between the Town of Islip as Lessor and West Sayville Boat Basin, LLC as Lessee dated April 22, 2019 for that certain Town owned underwater land and jetty identified by Suffolk County Tax Map number 500-429.00-04.00-007.001 to West Sayville Marina Management Corp. for the remainder of the Lease term, said Assignment and Assumption and Consent to be in such form and substance acceptable to the Town Attorney.

Upon a vote being taken, the result was:

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

No. 20

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

**Authorization for the Supervisor to enter into an agreement with
JVC Broadcasting to produce on air radio and on-site appearances.**

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: By this resolution, the Town Board authorizes the Supervisor to enter into an agreement with JVC Broadcasting to provide a total of one hundred and twenty (120), 30 second radio spots, on 98.1 FM Big Hits for eight (8) weeks starting July 10, 2023 through August 30, 2023 and eight (8), two (2) hour onsite appearance 5:45 pm thru 7:45 pm, by 98.1 FM Big Hits, host "The Wiseman", promotional crew, music and giveaways at the 2023 Wednesday Night Concerts for 8 consecutive Wednesdays, starting July 12, 2023 through August 30, 2023. The maximum compensation for one hundred and twenty (120) radio spots will be \$2,400.00 and eight (8) weekly, two (2) hour on-site appearances will be \$3,400.00, for an amount not to exceed \$5,800.00. Dates and locations are subject to change at the discretion of the Town of Islip Department of Parks, Recreation & Cultural Affairs.

SPECIFY WHERE APPLICABLE:

- | | |
|---|-----------------------------|
| 1. Entity or individual benefitted by resolution: | JVC Broadcasting |
| 2. Site or location effected by resolution: | Various Town of Islip Parks |
| 3. Cost: | \$5,800.00 |
| 4. Budget Line: | A.7420.4-5000 |
| 5. Amount and source of outside funding: | \$0 |
-

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

6/5/2023

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to present summer concerts for our residents, and

WHEREAS, JVC Broadcasting, having offices at 3075 Veterans Memorial Hwy, Ronkonkoma, New York 11779 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 JVC Broadcasting to produce on air radio spots and on-site appearances;

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

RESOLVED, that the Town Board authorizes the Supervisor to execute an agreement with JVC Broadcasting, to produce on air radio spots and on-site appearances, not to exceed \$5,800.00, 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. 21

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Acceptance of a donation of various summer toys from Brentwood Principals and Supervisors Organization to be offered to children in attendance at the annual 2023 Summer Splash Pool Party at Roberto Clemente Pool and Spray Park.

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.

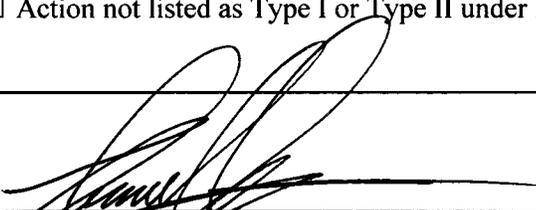
PURPOSE: Describe the essence of the attached resolution and give a brief background. Explain any policy implication, whether this item has previously been before the Board, and if any similar resolutions have previously been passed or denied by the Board. By this resolution, the Supervisor is authorized to accept a donation of various summer toys, with a monetary value of approximately \$500.00-\$600.00 (actual amount to be determined), from Brentwood Principals and Supervisors Organization, a not-for-profit organization with a mailing address of 2 Mur Place, Brentwood, New York 11717. The donation is to be gifted to the children in attendance at the Town's annual 2023 Summer Splash Pool Party at Roberto Clemente Pool and Spray Park.

SPECIFY WHERE APPLICABLE:

1. **Entity or individual benefitted by resolution:** Town of Islip residents
 2. **Site or location effected by resolution:** N/A
 3. **Cost:** No cost to the Town of Islip
 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©, 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

6/8/2023

Date

June 13, 2023
Resolution #21

WHEREAS, the Town of Islip (hereinafter “Town”) sponsors an annual Summer Splash Pool Party at Roberto Clemente Pool and Spray Park which provides Islip residents with free entertainment including games, music, dancing, mini golf, and food; and

WHEREAS, Brentwood Principals and Supervisors Organization (“BPSO”), a not-for-profit 501(c)(5) organization with a mailing address of 2 Mur Place, Brentwood, New York 11717, wishes to donate various summer toys, with a monetary value of approximately \$500.00-\$600.00 (actual amount to be determined), to be gifted to the children in attendance at the Town’s annual 2023 Summer Splash Pool Party; and

WHEREAS, the Town would like to accept the donated summer toys to be gifted to the children in attendance at the annual 2023 Summer Splash Pool Party;

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

RESOLVED, that the Town Board authorizes the Supervisor to accept a donation of various summer toys, with a monetary value of approximately \$500.00-\$600.00, from Brentwood Principals and Supervisors Organization which will be gifted to children in attendance at the Town’s annual 2023 Summer Splash Pool Party at Roberto Clemente Pool and Spray Park.

UPON A VOTE BEING TAKEN, the result was:

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

No. 22

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILMAN JAMES P. O'CONNOR
COUNCILMAN JORGE C. GUADRÓN
COUNCILMAN JOHN M. LORENZO

FROM: MICHAEL P. WALSH, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute a professional services Agreement with Comply, for the administration of Alcohol and Drug testing services for Town of Islip employees.

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 Nicolino

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 to execute a professional service agreement with Comply Inc. for the administration of Alcohol and Drug testing services for all drivers who possess a Commercial Driver's License as per the Federal Motor Carrier Safety Administration ("FMCSA") and the New York State Department of Transportation ("NYSDOT") and any testing for cause for all Town employees as per the collective Bargaining Agreements and Administrative Procedures Manual. +

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip
 2. Site or location effected by resolution: All Town facilities
 3. Cost: \$15,000.00
 4. Budget Line: A.1440.44176
 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

6/9/23

Date

WHEREAS, the Town of Islip (the “Town”) advertised a Request for Proposals (“RFP”) for the administration of Alcohol and Drug testing services for all drivers who possess a Commercial Driver’s License (“CDL”), as required by the Federal Motor Carrier Safety Administration (“FMCSA”) and the New York State Department of Transportation (“NYSDOT”); and

WHEREAS, pursuant to the Town of Islip collective Bargaining Agreements and Administrative Procedures Manual, all Town employees shall be subject to drug and alcohol testing for cause; and

WHEREAS, four (4) companies submitted a response to the RFP (see Schedule A attached hereto); and

WHEREAS, a review committee was formed to review all proposals received in response to the RFP; and

WHEREAS, the review committee conducted a thorough review of all proposals received and recommends that the Town enter into a professional service agreement with Comply Inc. (“Comply”), which received the highest score pursuant to the rating system outlined in the Town’s RFP; and

WHEREAS, Comply has been determined to be a responsible proposer who has the necessary qualifications and experience to conduct the services required by the RFP; and

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

RESOLVED, that the Supervisor is hereby authorized to execute a professional service agreement with Comply for the administration of Alcohol and Drug testing services for all drivers who possess a CDL and any Town employees for cause, as well as any necessary documentation attendant thereto, 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 _____.