

TOWN BOARD DISCUSSION AGENDA
AUGUST 9, 2016

1. Appropriation Transfers.
2. Monthly Cash Summary.
3. Town Board authorization to secure, clean or demolish certain properties within the Town of Islip.
4. Meeting of the Town of Islip Industrial Development Agency.
5. Bid Awards.
6. Option Year Resolutions.
7. Authorization for the Supervisor to enter into a contract extension with FPM Group, Ltd., to provide professional and technical services for monitoring, sampling and reporting of Greenhouse Gas, Landfill Gas and Volatile Organic Compounds at the Sonia Road Landfill.
8. Authorization for the Supervisor to enter into a contract with Island Structures Engineering, P.C. for the provision of Professional Engineering/ Architectural Design Services for the Planning, Development and Preliminary Design for a new Animal Shelter facility. Services to include: Preliminary Design and Development Phases, Soil Boring and Surveying.
9. Authorization for the Supervisor to apply for and accept grant funding from the New York State Environmental Protection Fund to offset unexpected Municipal costs for the collection and disposal of Electronic Waste (E-Waste).
10. Meeting of the Town of Islip Resource Recovery Agency.
11. Authorization for the Town Clerk to advertise for a Public Hearing to consider amending the Town of Islip Uniform Traffic Code.
12. Authorization for the Supervisor to enter into a contract with Sipala Landscape Services (the lowest responsible bidder) for Contract DPD 3-16, "2016-2018 Town Wide Street Trees".

13. Meeting of the Town of Islip Foreign Trade Zone Board.
14. Authorization for the Town Clerk to appoint additional marriage officers for the Town of Islip.
15. Special Events.
16. Acceptance of a Deed from Neal Bailenson for a parcel of land in the Hamlet of Fair Harbor, Fire Island for installation of a boardwalk addition.
17. Town Board approval to permit Alpine Software, Inc., a sole source supplier of service and supplies for the Red-Alert System at Long Island MacArthur Airport.
18. Authorization for the Supervisor to renew the contract with Oxford Airport Technical Services for repair and maintenance of the baggage conveyance system at Long Island Macarthur Airport.
19. Town Board acceptance of a Deed from Lowe's Home Center, LLC f/k/a Lowe's Home Centers, Inc. regarding property located at the southwest corner of Sunrise Highway and Manor Lane in Bay Shore.
20. Authorization for the Supervisor to execute any and all documents necessary to co-sponsor a community event at West Islip Beach and to accept any goods and services in connection with.
21. Authorization for the Supervisor to enter into an agreement with Race is Awesome to provide services in relation to the conducting of a 5K, 10K and ½ marathon to be held on October 1, 2016 in the Bay Shore and Brightwater Communities.
22. Authorization for the Supervisor to enter into an agreement with WE Fitness to provide recreational and martial arts programming.
23. Authorization for the Supervisor to enter into an agreement with Mr. Daniel Farrell, terminating a previous easement regarding property located at 75 Willow Street in Sayville in exchange for the conveying and acceptance of a more efficient easement.

24. Authorization for the Supervisor to enter into an agreement with Nelson and Pope to provide design, bid and construction sight services for the replacement of the irrigation system at the Brentwood Country Club.
25. Town Board approval for the Director of Labor Relations to implement an annual conflict of interest training program for all Town employees, appointees and elected officials concerning potential conflicts of interests.
26. Authorization for the Town Clerk to advertise for a Public Hearing to consider enacting a Local Law to amend Chapter 14 of the Islip Town Code.
27. Authorization for the Supervisor to apply for and accept from Local Initiatives Support Corporation the “Zombie” and Vacant Properties Remediation and Prevention Initiative funding on behalf of the Town of Islip.
28. Town Board approval to refund outstanding serial Bonds.
29. Authorization for the Supervisor to enter into a lease with Eleven Maple Avenue Associates, LLC. to provide additional public parking in the hamlet of Bay Shore.

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

No. 1

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Appropriation Transfers

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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 4/9/15 by Joseph Ludwig, Comptroller approved by Commissioner/
 Department Head _____ and Comptroller _____ : at the Town Board Meeting on
 (date) 8/9/16 , 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>
Road Improvements	DB.5110.22507	492,198.18	State Aid - CHIPS	DB..3507.07	492,198.18

492,198.18

492,198.18

Justification:

To amend budget to reflect additional CHIPS funding recently awarded by the State for the 2016 fiscal year.

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. 2

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Monthly Cash Summary

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

30-Jun-16

TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
MAY 31, 2016

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	DEPOSITS IN TRANSIT	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
BANK BALANCE			254,176,243.64	(2,516,104.56)	286,121.98	251,946,261.06			
REPURCHASE AGREE			0.00			0.00			
GENERAL	A	5					33,134,123.57	0.00	33,134,123.57
T. O. V.	B	82					3,736,662.19	0.00	3,736,662.19
JOINT GARBAGE	J	40					21,433.54	0.00	21,433.54
BRENT WTR EXT20	P03	24					510.59	0.00	510.59
SELF INSURANCE	CS01	51					2,883,801.61	0.00	2,883,801.61
WORKERS COMP	CS02	66					8,784,244.95	0.00	8,784,244.95
MAC ARTHUR AIRPORT	CT	25					316,835.30	0.00	316,835.30
HWY. #2	DB	53					7,306,234.97	0.00	7,306,234.97
BS/BWTRS AMBLNCE	SA01	76					81.58	(81.58)	0.00
BRENT AMBULANCE	SA02	70					116.19	(116.19)	0.00
C. I. AMBULANCE	SA03	71					69.40	(69.40)	0.00
ISLIP AMBULANCE	SA04	75					70.18	(70.18)	0.00
SAYVILLE AMBLNC	SA05	78					121.78	(121.78)	0.00
BAY SHORE FIRE	SF01	16					178.24	(178.24)	0.00
FIRE ISL. FIRE	SF02	15					23.47	(23.47)	0.00
SEAVIEW FIRE	SF03	14					25.63	(25.63)	0.00
ATLANTIQUE FIRE	SF04	13					7.22	(7.22)	0.00
SPEC LIGHTS	SL	19					8,373,965.80	0.00	8,373,965.80
OCONEE ST. LIGHT	SL02	L2					17,602.61	0.00	17,602.61
FAIR HARB DOCK	SM	27					128,847.27	0.00	128,847.27
TOTAL PAGE 1			254,176,243.64	(2,516,104.56)	286,121.98	251,946,261.06	64,704,956.09	(693.69)	64,704,262.40

30-Jun-16

TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
MAY 31, 2016

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	DEPOSITS IN TRANSIT	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
BALANCE FORWARDED FROM PAGE 1			254,176,243.64	(2,516,104.56)	286,121.98	251,946,261.06	64,704,956.09	(693.69)	64,704,262.40
F. H. DUNEWOOD	SM01	37					174,849.06	0.00	174,849.06
KISMET STREET IMPROV	SM02	6					250,142.45	0.00	250,142.45
BAY TOWNE	SM03	7					25,813.29	0.00	25,813.29
BAY TOWNE SNOW	SM04	8					21,152.29	0.00	21,152.29
CORNELIUS EST E.C.D	SM05	34					173,297.13	0.00	173,297.13
LONLEYVILLE EROS.	SM06	M6					476,663.55	0.00	476,663.55
F H EROSION	SM07	36					544,220.13	0.00	544,220.13
FEHR WAY	SM08	M8					18,981.98	0.00	18,981.98
B.S. BUSINESS	SM09	M9					61,457.53	0.00	61,457.53
ATLANT. EROSION	SM10	M0					181,978.57	0.00	181,978.57
DUNEWOOD EROS.	SM11	M1					292,668.88	0.00	292,668.88
SEAVIEW EROSION	SM12	M2					940,134.42	0.00	940,134.42
KISMET EROSION	SM13	M3					365,042.03	0.00	365,042.03
ROBINS REST EROSION	SM14	M4					44,622.14	0.00	44,622.14
LIFEGUARD	SP02	65					833,873.45	0.00	833,873.45
REFUSE/GARBAGE	SR	43					33,917,944.73	0.00	33,917,944.73
LEXINGTON SEWER DIST	SS01						284,503.77	0.00	284,503.77
BRENT WTR DIST	SW01	54					3,524,785.11	0.00	3,524,785.11
FAIR HARB WTR	SW02	32					213,163.45	0.00	213,163.45
I. D. A.	YD	Y9					5,104,967.96	0.00	5,104,967.96
ECD CORP	YE						70,105.55	0.00	70,105.55
FOREIGN TRADE	ZF01	1					1,146,404.34	0.00	1,146,404.34
RESOURCE COLLEC	ZR01	4					7,991,380.56	0.00	7,991,380.56
RESOURCE RECOV	ZR02	2					57,997,229.94	0.00	57,997,229.94
RES REC MRRF	ZR03	Z3					46,933.97	0.00	46,933.97
COMM. RECREATION	T01	60					6,885.78	0.00	6,885.78
COMM. L.I.M.A.	T02	61					0.00	0.00	0.00
TOTAL THIS PAGE			254,176,243.64	(2,516,104.56)	286,121.98	251,946,261.06	179,414,168.15	(693.69)	179,413,464.46

30-Jun-16

TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
MAY 31, 2016

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	DEPOSITS IN TRANSIT	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
BALANCE FORWARDED FROM PAGE 2			254,176,243.64	(2,516,104.56)	286,121.98	251,946,261.06	179,414,158.15	(593.69)	179,413,464.46
COMM. PHD	T05	62					784,608.71	0.00	784,608.71
ACCESS PEDEST. SIGNAL	T07	57					0.00	0.00	0.00
COMM. HUM.RES.	T08	58					35,250.81	0.00	35,250.81
COMPTROLLER	T09	59					3,983,928.02	0.00	3,983,928.02
C.B.S.	T34	52					2,272,759.70	0.00	2,272,759.70
GROUP HEALTH	T42	42					0.00	0.00	0.00
UNNUM - TERM	T43						2,621.54	0.00	2,621.54
UNNUM - WHOLE LIFE	T44						1,445.10	0.00	1,445.10
GARN & MISC	T45	45					0.00	0.00	0.00
SAVING BONDS	T46	46					1,059.34	0.00	1,059.34
RETIREMENT (COMP)	T47	87					0.00	0.00	0.00
RETIREMENT	T48	68					90,634.70	0.00	90,634.70
BINGO	T67	49					0.00	0.00	0.00
FIRE DIST	T74	18					9,829,293.89	0.00	9,829,293.89
SCHOOL DIST	T80	55					237,231,194.79	0.00	237,231,194.79
GRANT PROGRAMS	T92	9					0.00	0.00	0.00
TRANSFER COLUMN - CITIBANK/CHASE							0.00	(181,700,000.00)	(181,700,000.00)
GENERAL			6,513,518.65			6,513,518.65	6,513,518.65		6,513,518.65
BANK UNITED									
GENERAL			8,006,687.68			8,006,687.68	8,006,687.68	0.00	8,006,687.68
GOLD COAST BANK									
T O V			1,000,835.96			1,000,835.96	1,000,835.96	0.00	1,000,835.96
GOLD COAST BANK									
HIGHWAY			1,000,835.96			1,000,835.96	1,000,835.96	0.00	1,000,835.96
GOLD COAST BANK									
CITIBANK- CONSOL			270,698,121.89	(2,516,104.56)	286,121.98	268,468,139.31	450,168,833.00	(181,700,693.69)	268,468,139.31
INVESTMENT C.D.			0.00			0.00	0.00		0.00
TOTAL CONSOLIDATED			270,698,121.89	(2,516,104.56)	286,121.98	268,468,139.31	450,168,833.00	(181,700,693.69)	268,468,139.31

30-Jun-16

TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
MAY 31, 2016

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	DEPOSITS IN TRANSIT	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
PEOPLE'S UNITED AMBULANCE DISTRICTS BS/BWTRS AMBLNCE	SA01	76	4,683,413.18	0.00	459.13	4,683,872.31	814,905.46	81.58	814,987.04
BRENT AMBULANCE	SA02	70					1,177,809.01	116.19	1,177,925.20
C. I. AMBULANCE	SA03	71					708,732.17	69.40	708,801.57
ISLIP AMBULANCE	SA04	75					718,818.02	70.18	718,888.20
SAYVILLE AMBLNC	SA05	78					1,263,148.52	121.78	1,263,270.30
PEOPLE'S UNITED- AMBULANCE DISTS			4,683,413.18	0.00	459.13	4,683,872.31	4,683,413.18	459.13	4,683,872.31
EMPIRE NATIONAL FIRE PROTECTION DISTRICTS BAY SHORE FIRE	SF01	16	875,409.23	0.00	234.56	875,643.79	759,032.29	178.24	759,210.53
FIRE ISL. FIRE	SF02	15					59,706.52	23.47	59,729.99
SEAVIEW FIRE	SF03	14					43,545.51	25.63	43,571.14
ATLANTIQUE FIRE	SF04	13					13,124.91	7.22	13,132.13
EMPIRE NATIONAL - FIRE PROTECTION DISTS			875,409.23	0.00	234.56	875,643.79	875,409.23	234.56	875,643.79
BANK UNITED BANK BALANCE TOWN WATER	SW	20	3,172,150.97	0.00	0.00	3,172,150.97	2,369,696.30	0.00	2,369,696.30
HOLB WTR EXT	SW03	31					11,186.73	0.00	11,186.73
HOLB WTR	SW04	28					89,037.59	0.00	89,037.59
C. I. WATER	SW05	26					46,910.90	0.00	46,910.90
VIC FARMS WTR	SW06	29					31,419.85	0.00	31,419.85
HAWTHORNE WTR	SW07	22					6,471.42	0.00	6,471.42
CENTRL AVE WTR	SW08	23					0.00	0.00	0.00
BRENT WTR EXT28	SW09	17					1,441.19	0.00	1,441.19
RONKONKOMA WTR	SW10	21					11,982.26	0.00	11,982.26
PONO RD WATER	SW11	88					42,693.75	0.00	42,693.75
NO. B. S. WTR	SW12	89					89,642.06	0.00	89,642.06
NO B.S.WTR EXT1	SW13	91					42,944.28	0.00	42,944.28
PINE AIRE WTR	SW14	92					20,320.21	0.00	20,320.21
T.O.I.WTR SUPLY	SW15	69					329,393.65	0.00	329,393.65
C.I. TECH. WATER	SW16	50					79,010.78	0.00	79,010.78
TDBANK- WATER DISTS			3,172,150.97	0.00	0.00	3,172,150.97	3,172,150.97	0.00	3,172,150.97

TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
MAY 31, 2016

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	DEPOSITS IN TRANSIT	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
MISCELLANEOUS BANK ACCOUNTS									
C D A BLOCK CITIBANK	CD	10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C D A HOME PROG CITIBANK	CD	90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
C D A HOPWA CITIBANK	CD	30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CERT CKS JPMORGAN/CHASE	T35	35	446,328.18	0.00	0.00	446,328.18	446,328.18	0.00	446,328.18
PARKS RESERVE JPMORGAN/CHASE	T86	56	119,720.03	0.00	0.00	119,720.03	119,720.03	0.00	119,720.03
CAPITAL JPMORGAN/CHASE	H	85	46,299,751.29	0.00	25,812.56	46,325,563.85	46,325,563.85	0.00	46,325,563.85
CONS. FACILITY CHARGE CAPITAL ONE	CFC	F7	1,332,525.97	0.00	0.00	1,332,525.97	1,332,525.97	0.00	1,332,525.97
FED FORFEIT PROP CAPITAL ONE	FFP	F6	77,650.99	0.00	0.00	77,650.99	77,650.99	0.00	77,650.99
PASS FAC CHRG CAPITAL ONE	PFC	F5	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PASS FAC CHRG EMPIRE NATIONAL	PFC	F5	6,569,610.63	0.00	0.00	6,569,610.63	6,569,610.63	0.00	6,569,610.63
CAPITAL WIRE TRANSFER JPMORGAN/CHASE	T34	80	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G O S R (New York State) CITIBANK			0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE TRANSFER-MMK CITIBANK	T34	12	151,735,049.65	(35,048.65)	0.00	151,700,000.00	0.00	151,700,000.00	151,700,000.00
REVENUE TRANSFER-MMK JPMORGAN CHASE			30,000,081.90	(81.90)	0.00	30,000,000.00	0.00	30,000,000.00	30,000,000.00
WIRE TRANSFER ACCT CITIBANK	T36	11	87,902.50	(87,902.50)	0.00	0.00	0.00	0.00	0.00
HIDDEN POND PARK CAPITAL ONE	T37	41	10,286.11	0.00	0.00	10,286.11	10,286.11	0.00	10,286.11
FAA LAND SALE-LIMA PEOPLE'S UNITED BANK	CT		1,932,735.41	0.00	0.00	1,932,735.41	1,932,735.41	0.00	1,932,735.41
IDA GILLETT JPMORGAN/CHASE	T95	95	2,362.68	0.00	0.00	2,362.68	2,362.68	0.00	2,362.68
PAYROLL JPMORGAN/CHASE	T10	87	155,908.58	(103,264.30)	(52,644.26)	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS			238,769,913.92	(226,298.35)	(26,831.72)	238,516,783.85	56,816,783.85	181,700,000.00	238,516,783.85

30-Jun-16

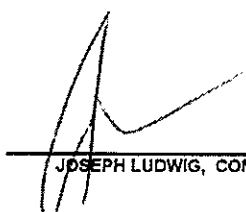
**TOWN OF ISLIP
MONTHLY CASH SUMMARY
REPORT TO THE SUPERVISOR
MAY 31, 2016**

BANK

BOOK

CONSOLIDATED ACCOUNT	FUND CODE	BANK #	BALANCE END OF MONTH	O/S CHECKS	DEPOSITS IN TRANSIT	ADJUSTED BALANCE	BALANCE END OF MONTH	NET ADJUSTMENTS	ADJUSTED BALANCE
CASH BOND AS SECURITIES									
BANK OF NY	T34	30	0.00	0.00		0.00	0.00		0.00
CAPITAL ONE	T34	33	720,000.00	0.00		720,000.00	720,000.00		720,000.00
S.C. NATIONAL	T34	38	0.00	0.00		0.00	0.00		0.00
BANK OF AMERICA	T34	39	0.00	0.00		0.00	0.00		0.00
JPMORGAN/CHASE	T34	48	0.00	0.00		0.00	0.00		0.00
BANK UNITED	T34	86	825,000.00	0.00		825,000.00	825,000.00		825,000.00
CITIBANK	T34	96	0.00	0.00		0.00	0.00		0.00
NY COMMERCIAL	T34	77	0.00	0.00		0.00	0.00		0.00
SUB TOTAL CASH BONDS			1,545,000.00	0.00	0.00	1,545,000.00	1,545,000.00	0.00	1,545,000.00
ADD CITIBANK CONSOL #52			2,272,759.70	0.00	0.00	2,272,759.70	2,272,759.70	0.00	2,272,759.70
ADJ TOTAL CASH BONDS			3,817,759.70	0.00	0.00	3,817,759.70	3,817,759.70	0.00	3,817,759.70
TOTAL CASH ON HAND:									
TOTAL CONSOLIDATED			270,698,121.89	(2,516,104.56)	286,121.98	268,468,139.31	450,168,833.00	(181,700,693.69)	268,468,139.31
AMB. FIRE PROT. WATER & MISC. ACCOUNTS			247,500,887.30	(226,298.35)	(26,136.03)	247,248,450.92	65,547,757.23	181,700,693.69	247,248,450.92
CASH BONDS FOR SECURITY			1,545,000.00	0.00	0.00	1,545,000.00	1,545,000.00	0.00	1,545,000.00
TOTAL			519,744,009.19	(2,742,402.91)	259,983.95	517,261,590.23	517,261,590.23	0.00	517,261,590.23

RESPECTFULLY SUBMITTED:



 JOSEPH LUDWIG, COMPTROLLER

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

No. 3

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board authorization to secure, clean or demolish certain properties within the Town of Islip.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

Robert Valletti

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

AUGUST 9, 2016 TOWN BOARD MEETING

1)	8 Birch Street, Central Islip	0500-121.00-03.00-044.000	BC
2)	10 S. 3 rd Street, Bay Shore	0500-180.00-02.00-020.000	BU
3)	16 Walton Street, Brentwood	0500-073.00-02.00-002.000	BC
4)	22 Trues Drive, West Islip	0500-479.00-02.00-055.000	BC
5)	45 Brightside Avenue, Central Islip	0500-120.00-01.00-024.000	BC
6)	51 Village Lane, Hauppauge	0500-004.00-03.00-037.000	BC
7)	52 E. Walnut Street, Central Islip	0500-122.00-02.00-129.000	CU
8)	68 Tamarack Street, Islip	0500-272.00-01.00-121.000	BC
9)	152 Westwood Drive, Brentwood	0500-185.00-01.00-001.000	BC
10)	215 Leaf Avenue, Central Islip	0500-140.00-03.00-036.003	BC
11)	257 Vanderbilt Avenue, Brentwood	0500-096.00-01.00-002.000	BU
12)	295 Wicks Road, Brentwood	0500-092.00-01.00-060.000	BC
13)	697 Montauk Highway, Bay Shore	0500-469.00-03.00-030.000	BC
14)	1544 Lincoln Boulevard, Bay Shore	0500-243.00-02.00-101.000	BC
15)	1613 N. Thompson Drive, Bay Shore	0500-222.00-01.00-095.000	BC
16)	1699 5 th Avenue, Bay Shore	0500-201.00-02.00-023.000	CU
17)	2377 Marion Street, Ronkonkoma	0500-064.00-01.00-022.001	BC
18)	4311 Express Drive North, Ronkonkoma	0500-046.00-01.00-099.000	CU
19)	4316 Express Drive North, Ronkonkoma	0500-046.00-01.00-045.000	CU

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 8 Birch Street, Central Islip, NY 11722.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 8 Birch Street, Central Islip, NY 11722

2. Site or location effected by resolution:

8 Birch Street, Central Islip, NY 11722

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2015

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 8 Birch Street, Central Islip, 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 of the Code of the Town of Islip, the said Building 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, Mary and Patrick M. Lane, and also upon Shellpoint Mortgage Servicing, and also upon ABN Amro Mortgage Group, Inc., and also upon Citimortgage, Inc., and also upon MTGLQ Investors, L.P., c/o The Goldman Sachs Group, Inc., and also upon Virginia C. Grapensterter, Esq., and also upon Bethpage Federal Credit Union, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2015; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2015; 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 August 9, 2015, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, 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. 0500-121.00-03.00-044.000.

UPON a vote being taken, the result was:
(G:\Board up/Clean-up - 8 Birch Street, Central Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 10 S. 3rd Street, Bay Shore, NY 11706.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 10 S. 3rd Street, Bay Shore, NY 11706

2. Site or location effected by resolution:

10 S. 3rd Street, Bay Shore, NY 11706

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016


ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 10 S. 3rd Street, 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 on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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 Herve Coby, c/o Kaitia Coby, and also upon Suntrust Mortgage, Inc., and also upon Sunrise Federal Savings and Loan Association, and also upon MERS, and also upon Residential Funding Corporation, and also upon U.S. Bank National Association, as Trustee, and also upon Anthony Cellucci, Esq., RAS Boriskin, LLC, and also upon GE Money Bank, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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. 0500-180.00-02.00-020.000.

UPON a vote being taken, the result was:

(G:\Board up - 10 S. 3rd Street, Bay Shore)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 16 Walton Street, Brentwood, NY 11717.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 16 Walton Street, Brentwood, NY 11717

2. Site or location effected by resolution:

16 Walton Street, Brentwood, NY 11717

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016

Robert Valletti

ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 16 Walton 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, an unsecured in-ground pool, high grass, overgrown vegetation and litter and debris, including an unregistered silver Suzuki Grand Vitara, on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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, Michael and Dawn Esposito, and also upon Nationstar Mortgage, and also upon MERs, and also upon Homecomings Financial Network, Inc., and also upon GMAC Mortgage, LLC, and also upon Victor Spinelli, Esq., Fein, Such & Crane, LLP by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, the in-ground pool must be secured and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris, including the unregistered vehicle, 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. 0500-073.00-02.00-002.000.

UPON a vote being taken, the result was:
(G:\Board up/Clean-up - 16 Walton Street, Brentwood)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 22 Trues Drive, West Islip, NY 11795.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 22 Trues Drive, West Islip, NY 11795

2. Site or location effected by resolution:

22 Trues Drive, West Islip, NY 11795

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 22 Trues Drive, West Islip, 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 of the Code of the Town of Islip, the said Building 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, Alison Fortune, and also upon Nationstar Mortgage, and also upon MERS, and also upon Amnet Mortgage, and also upon The Bank of New York Mellon, Trustee, and also upon Citibank, N.A., Trustee for CMLTI Asset Trust, and also upon NRZ PASS-TROUGH TRUST V, US Bank National Association, as Trustee, and also upon Pretium Mortgage Credit Partners I Loan Acquisition, L.P., c/o Pretium Mortgage Credit Management, and also upon Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, c/o Pretium Mortgage Credit Management, and also upon Michael C. Nayar, Esq., Cohn & Roth, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, the in-ground pool must be secured and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris, including the unregistered boat and trailer, 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. 0500-479.00-02.00-055.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 22 Trues Drive, West Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 45 Brightside Avenue, Central Islip, NY 11722.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 45 Brightside Avenue, Central Islip, NY 11722

2. Site or location effected by resolution:

45 Brightside Avenue, Central Islip, NY 11722

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s), including the detached garage, and real property situated at 45 Brightside Avenue, Central Islip, 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 of the Code of the Town of Islip, the said Building 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, CitiMortgage, Inc., by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building Inspector be and he hereby is authorized to order that the work be done to secure the building(s), including the detached garage, 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, 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. 0500-120.00-01.00-024.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 45 Brightside Avenue, Central Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 51 Village Lane, Hauppauge, NY 11788.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 51 Village Lane, Hauppauge, NY 11788

2. Site or location effected by resolution:

51 Village Lane, Hauppauge, NY 11788

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 51 Village Lane, Hauppauge, 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 of the Code of the Town of Islip, the said Building 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, William J. and Doris C. Rella, and also upon Specialized Loan Servicing, and also upon MERS, and also upon Countrywide Home Loans, Inc., and also upon The Bank of New York Mellon f/k/a The Bank of New York, as Trustee, and also upon David Gantz, Esq., Buckley Madole, P.C., by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, 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. 0500-004.00-03.00-037.00.

UPON a vote being taken, the result was:
(G:\Board up/Clean-up - 51 Village Lane, Hauppauge)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 52 E. Walnut Street, Central Islip.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 52 E. Walnut Street, Central Islip

2. Site or location effected by resolution:

52 E. Walnut Street, Central Islip

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

<input type="checkbox"/> Yes	under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
<input type="checkbox"/> No	under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 52 E. Walnut Street, Central Islip, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-122.00-02.00-129.000, 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, Mermaid Ave. Corp., and also upon Capital One Bank, and also upon MERS, and also upon GreenPoint Mortgage Funding, Inc., and also upon Countrywide Home Loans Servicing, LP, and also upon Bank of America, N.A., and also upon Richard S. Mullen, Esq., Woods Oviatt Gilman LLP, by Certified Mail, Return Receipt requested on July 28, 2016, 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 August 9, 2016; 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 July 28, 2016, 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 August 9, 2016, 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, August 9, 2016, 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, 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. 0500-122.00-02.00-129.000.

UPON a vote being taken, the result was:
(G: Clean Up - 52 E. Walnut Street, Central Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 68 Tamarack Street, Islip, NY 11751.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 68 Tamarack Street, Islip, NY 11751

2. Site or location effected by resolution:

68 Tamarack Street, Islip, NY 11751

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 68 Tamarack Street, Islip, 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 of the Code of the Town of Islip, the said Building 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, Christine Baratta-Smith, and also upon Ocwen Loan Servicing, LLC, and also upon MERS, and also upon Novastar Mortgage, Inc., and also upon Deutsche Bank National Trust Company, c/o Saxon Mortgage Services, Inc., and also upon Daniel Lee, Esq., Leopold & Associates, PLLC, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, 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. 0500-272.00-01.00-121.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 68 Tamarack Street, Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 152 Westwood Drive, Brentwood, NY 11717.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 152 Westwood Drive, Brentwood, NY 11717

2. Site or location effected by resolution:

152 Westwood Drive, Brentwood, NY 11717

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016

Robert Valletti

ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 152 Westwood Drive, 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, high grass, overgrown vegetation and litter and debris on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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, Rafael E. Brea, and also upon Option One Mortgage Corporation, and also upon Sand Canyon Corporation f/k/a Option One Mortgage, and also upon HSBC Bank, USA, National Association, as Trustee, and also upon Christopher Colon, Esq., McCabe, Weisberg & Conway, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, including the unsecured shed, and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris, 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. 0500-185.00-01.00-001.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 152 Westwood Drive, Brentwood)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 215 Leaf Avenue, Central Islip.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 215 Leaf Avenue, Central Islip

2. Site or location effected by resolution:

215 Leaf Avenue, Central Islip

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

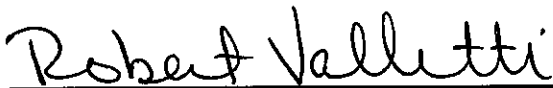
ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 215 Leaf Avenue, Central Islip, 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 of the Code of the Town of Islip, the said Building 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, Harold Enriquez, and also upon Bank of America, N.A., and also upon Nationstar Mortgage LLC, and also upon Melissa A. Sposato, Esq., McCabe, Weisberg & Conway, P.C., by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, including the shed and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris, 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. 0500-140.00-03.00-036.003.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 215 Leaf Avenue, Central Islip)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 257 Vanderbilt Avenue, Brentwood.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 257 Vanderbilt Avenue, Brentwood

2. Site or location effected by resolution:

257 Vanderbilt Avenue, Brentwood

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 257 Vanderbilt Avenue, 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 Building 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, Solomon, Travis and Yolanda Kinard, and also upon Select Portfolio Servicing, and also upon Golden First Mortgage Corp., and also upon MERS, and also upon Home Funds Direct, and also upon U.S. Bank National Association, and also upon Randa Simmons, Esq., Frenkel, Lambert, Weiss, Weisman & Gordon, LLP, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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. 0500-096.00-01.00-002.000.

UPON a vote being taken, the result was:

(G:\Board up - 257 Vanderbilt Avenue, Brentwood)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 295 Wicks Road, Brentwood, NY 11717.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 295 Wicks Road, Brentwood, NY 11717

2. Site or location effected by resolution:

295 Wicks Road, Brentwood, NY 11717

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016


ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 295 Wicks Road, 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, high grass, overgrown vegetation and litter and debris on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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, Theresa Murphy, and also upon Sterling Resources, Ltd., and also upon Gateway Bank, and also upon Jeffrey Beuer, and also upon Associates Consumer Discount Company, Inc., and also upon Associates First Capital Corporation, By its Attorney-in-Fact, CitiMortgage, Inc., by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, 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. 0500-092.00-01.00-060.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 295 Wicks Road, Brentwood)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 697 Montauk Highway, Bay Shore, NY 11706.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 697 Montauk Highway, Bay Shore, NY 11706

2. Site or location effected by resolution:

697 Montauk 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: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 697 Montauk 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, an unsecure in-ground swimming pool, high grass, overgrown vegetation and litter and debris on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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, Joseph Bonomolo, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, the in-ground swimming pool must be secured and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris, 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. 0500-469.00-03.00-030.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 697 Montauk Highway, Bay Shore)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 1544 Lincoln Boulevard, Bay Shore.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 1544 Lincoln Boulevard, Bay Shore

2. Site or location effected by resolution:

1544 Lincoln Boulevard, Bay Shore

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?


____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 1544 Lincoln Boulevard, 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 of the Code of the Town of Islip, the said Building 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, Francine Martoni, and also upon OneWest Bank, a division of CIT Bank, N.A., and also upon IndyMac Bank, F.S.B., and also upon Federal Deposit Insurance Corporation, and also upon David A. Gallo, Esq., Sweeney, Gallo, Reich & Bolz, LLP, and also upon CitMortgage, Inc., by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, 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. 0500-243.00-02.00-101.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 1544 Lincoln Boulevard, Bay Shore)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 1613 N. Thompson Drive, Bay Shore, NY 11706.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 1613 N. Thompson Drive, Bay Shore, NY 11706

2. Site or location effected by resolution:

1613 N. Thompson Drive, Bay Shore, NY 11706

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 1613 N. Thompson Drive, 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, an unsecured above-ground pool, high grass, overgrown vegetation and litter and debris, including a fence in disrepair on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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, Willie A. and Sherrie V. Murphy, and also upon PennyMac Loan Services, LLC, and also upon Commonwealth United Mortgage Co., and also upon National City Mortgage Co., and also upon Argent Mortgage Company, LLC, and also upon MERS, and also upon JPMC Specialty Mortgage LLC, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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, the above ground pool must be secured and cut and remove the high grass and overgrown vegetation from the property and remove all litter and debris, including repairing the fence in disrepair, 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. 0500-222.00-01.00-095.000.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 1613 N. Thompson Drive, Bay Shore)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 1699 5th Avenue, Bay Shore, NY 11706.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 1699 5th Avenue, Bay Shore, NY 11706

2. Site or location effected by resolution:

1699 5th Avenue, Bay Shore, NY 11706

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

<input type="checkbox"/> Yes	under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
<input type="checkbox"/> No	under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 1699 5th Avenue, Bay Shore, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-201.00-02.00-023.000, have been received by the Town; and

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

WHEREAS, pursuant to Chapter 32 §32-5 of the Code of the Town of Islip, the Town Attorney has caused a Notice directing the removal of the said nuisance to be served upon the owner(s) of the property at the last known mailing address of record, Manowar Holding Corp., by Certified Mail, Return Receipt requested on July 28, 2016, 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 August 9, 2016; 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 July 28, 2016, 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 August 9, 2016, 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, August 9, 2016, 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 the removal of all vehicles, 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. 0500-201.00-02.00-023.000.

UPON a vote being taken, the result was:

(G: Clean Up - 1699 5th Avenue, Bay Shore)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 2377 Marion Street, Ronkonkoma, NY 11779.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 2377 Marion Street, Ronkonkoma, NY 11779

2. Site or location effected by resolution:

2377 Marion Street, Ronkonkoma, NY 11779

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, the Building Inspector of the Town of Islip has declared a certain building(s) and real property situated at 2377 Marion Street, Ronkonkoma, 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, including unregistered vehicles and storage containers on the premises; and

WHEREAS, pursuant to Chapter 68, §68-30 of the Code of the Town of Islip, the said Building 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, Briton Richardson, by Registered Mail, Return Receipt Requested on July 28, 2016, 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 August 9, 2016; and

WHEREAS, pursuant to Chapter 68 of the Code of the Town of Islip, the said Building Inspector has caused a Notice directing the removal of the said nuisance to be posted in a conspicuous place on the said premises on July 28, 2016, 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 August 9, 2016; 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 August 9, 2016, 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 Building Inspector's determination; and

WHEREAS, at the time and place specified for the Hearing, the Town Board has received evidence supporting the Building 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 Chief Building 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 all unregistered vehicles and storage containers, 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. 0500-064.00-01.00-022.001.

UPON a vote being taken, the result was:

(G:\Board up/Clean-up - 2377 Marion Street, Ronkonkoma)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 4311 Express Drive North, Ronkonkoma, NY 11779.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 4311 Express Drive North, Ronkonkoma, NY 11779

2. Site or location effected by resolution:

4311 Express Drive North, Ronkonkoma, NY 11779

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.
☐ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016



ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 4311 Express Drive North, Ronkonkoma, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-046.00-01.00-099.000, 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, Peter Karika, and also upon Bank of America, N.A., and also upon Champion Mortgage Company and also upon Secretary of Housing and Urban Development, by Certified Mail, Return Receipt requested on July 28, 2016, 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 August 9, 2016; 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 July 28, 2016, 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 August 9, 2016, 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, August 9, 2016, 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, 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-
046.00-01.00-099.000.

UPON a vote being taken, the result was:

(G: Clean Up - 4311 Express Drive North, Ronkonkoma)

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 4316 Express Drive North, Ronkonkoma, NY 11779.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution:

Surrounding area residents and travelers of 4316 Express Drive North, Ronkonkoma, NY 11779

2. Site or location effected by resolution:

4316 Express Drive North, Ronkonkoma, NY 11779

3. Cost N/A

4. Budget Line N/A

5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ Yes under Section I, Sub. A, Number ____ of Town of Islip 617 Check List, an environmental review is required.

____ No under Section II, Sub. ____ Number ____ of Town of Islip 617 Check List no environmental review is required.

Unlisted Action

Signature of Commissioner/Department Head Sponsor:

Dated: July 28, 2016

Robert Valletti

ROBERT VALLETTI, ASSISTANT TOWN ATTORNEY

August 9, 2016

WHEREAS, numerous reports and complaints regarding high grass, overgrown vegetation and litter and debris on property located at 4316 Express Drive North, Ronkonkoma, Town of Islip, County of Suffolk, State of New York, SCTM No. 0500-046.00-01.00-045.000 , 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, Dennis J. Donlon, and also upon US Mortgage Corporation, d/b/a Mortgage Concepts, and also upon ABN AMRO Mortgage Group, Inc., and also upon Citimortgage, Inc., and also upon Federal National Mortgage Association, and also upon David A. Gallo, Esq., Sweeney, Gallo, Reich & Bolz, LLP, by Certified Mail, Return Receipt requested on July 28, 2016, 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 August 9, 2016; 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 July 28, 2016, 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 August 9, 2016, 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, August 9, 2016, 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, 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. 0500-046.00-01.00-045.000.

UPON a vote being taken, the result was:

(G: Clean Up - 4316 Express Drive North, Ronkonkoma)

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

No. 4

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Industrial Development Agency.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

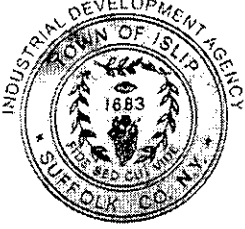
SHOULD YOU HAVE ANY QUESTIONS, OR IF YOU REQUIRE ADDITIONAL
INFORMATION RELATIVE TO THE ATTACHED, PLEASE CONTACT:

William Mannix

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF



MEETING OF THE TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY

August 9, 2016

Agenda

1. Call the meeting of the Town of Islip Industrial Development Agency to order.
2. Authorization for the Agency to amend the current lease with **University Support Services, LLC** and to extend the current lease. Located at 3500 Sunrise Highway, Great River, New York.
3. To consider the adoption of a Resolution between the Town of Islip Industrial Development Agency to facilitate the refinancing of the 2014 Loan and the issuance of an additional Mortgage along with accompanying Loan Documents on behalf of **Shri Parshwa Padmavati & Co. LLC/Perfume Center of America, Inc.**
4. To consider the authorization to amend and redefine the original lease dated May 1, 2011 between the Town of Islip Industrial Development Agency (The Agency) and **CMB Wireless Group, LLC, D/B/A Communications Wireless Group.**
5. To consider the adoption of an Inducement Resolution to issue Town of Islip Industrial Development Bonds, or in the alternative a straight lease transaction, on behalf of **Feinbloom Murphy, Ltd./DFV Realty, LLC.** Located at 4000 Veterans Memorial Highway, Bohemia, New York.
6. To consider the adoption of an Inducement Resolution between the Town of Islip Industrial Development Agency and **M S International, Inc.** Located at 50 Heartland Boulevard, Brentwood, New York.
7. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **AVCO Industries, Inc.** Located at 50 Windsor Place/120 Windsor Place, Central Islip, New York.
8. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **East/West Industries, Inc.** Located at 2002 Orville Drive North, Ronkonkoma, New York.
9. To consider the adoption of an Authorizing Resolution between the Town of Islip Industrial Development Agency and **B & S Fragrances & Cosmetics, Inc.** Located at 25 Ranick Road, Hauppauge, New York.
9. To consider any other business that may come before the Agency.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016**

AGENDA ITEM # 2

TYPE OF RESOLUTION: RESOLUTION TO AMEND AND
EXTEND CURRENT LEASE

COMPANY: UNIVERSITY SUPPORT SERVICES,
LLC/AG METROPOLITAN SUNRISE, LLC.

PROJECT LOCATION: 3500 SUNRISE HWY, GREAT
RIVER

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

INVESTMENT: \$

Date: August 9, 2016

At a meeting of the Town of Islip Industrial Development Agency (the “Agency”) held on the 9th day of August, 2016, at 40 Nassau Avenue, Islip, New York 11751, the following members of the Agency were:

Present:

Absent:

Also Present:

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

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

Voting Aye

Voting Nay

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

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as may be amended from time to time (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

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

WHEREAS, the Original Company and University Support Services LLC, a Delaware limited liability company (the “**Tenant**”), previously entered into an Agreement of Lease, dated March 19, 2010, as amended pursuant to a First Amendment to Lease, dated July 16, 2010, as further amended by a Second Amendment of Lease, dated as of December 31, 2011 (collectively, the “**USS Lease**”), between the Original Company and the Tenant, consisting of a portion of the Facility, containing (i) approximately 46,002 rentable square feet of office space known as Suite 100 in Building 300, (ii) approximately 2,000 rentable square feet of storage space in Building 200, and (iii) addition space known as the Courtyard Space, all for use by the Tenant for general office use (the “**Current Demised Premises**”); and

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

WHEREAS, such consent was manifested by the execution and delivery of a Tenant Agency Compliance Agreement, dated April, 2010, between the Agency and the Tenant (the **"Tenant Agency Compliance Agreement"**); and

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

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

WHEREAS, the Company has now entered into negotiations with the Tenant to, among other things, lease additional space to the Tenant within the Facility, consisting of approximately 8,951 square feet of space in Building 300 (the **"Expansion Space"**; and together with the Current Demised Premises, the **"Demised Premises"**), and to extend the term of the USS Lease to January 31, 2029, pursuant to a Third Amendment of Lease, dated July 21, 2016 (the **"Third Amendment to USS Lease"**); and

WHEREAS, the Company has requested that the Agency consent to the leasing of the Expansion Space to the Tenant and the extension of the term of the USS Lease pursuant to the Third Amendment to USS Lease; and

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

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

Section 1. The Agency hereby finds and determines:

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

(b) The continued subleasing of the Demised Premises to the Tenant will promote and maintain the job opportunities, health, general prosperity and economic welfare of the

citizens of the Town of Islip and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

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

(d) It is desirable and in the public interest for the Agency to consent to the leasing of the Expansion Space to the Tenant and the extension of the term of the USS Lease.

Section 2. In consequence of the foregoing, the Agency hereby determines to consent to the leasing of the Expansion Space to the Tenant and the extension of the term of the USS Lease.

Section 3.

(a) The Chairman, Vice Chairman, Executive Director, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Tenant Agency Compliance Agreement in the form the Chairman, Vice Chairman, Executive Director, or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman, Vice Chairman, Executive Director, or any member and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the “**Agency Documents**”). The execution thereof by Chairman, Vice Chairman, Executive Director, 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 4. 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 5. This resolution shall take effect immediately.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the "**Agency**"), including the resolutions contained therein, held on the 9th day of August, 2016, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 9th day of August, 2016.

By _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016

AGENDA ITEM # 3

TYPE OF RESOLUTION: RESOLUTION TO FACILITATE
REFINANCING & ISSUANCE OF AN ADDITIONAL
MORTGAGE

COMPANY: SHRI PARSHWA PADMAVATI & Co.,
LLC/PERFUMEN CENTER OF AMERICA, INC.

PROJECT LOCATION: 2020 OCEAN AVENUE,
RONKONKOMA, NEW YORK

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

INVESTMENT: \$

Date: August 9, 2016

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 9th day of August, 2016, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to take action on a proposed mortgage financing and the execution of related loan documents in connection with a certain industrial development facility more particularly described below (Shri Parshwa Padmavati & Co. LLC/Perfume Center of America, Inc. 2008 Facility) and approving the execution and delivery of related documents.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING MORTGAGE
FINANCING AND THE EXECUTION AND DELIVERY OF
LOAN DOCUMENTS IN CONNECTION THEREWITH FOR
THE SHRI PARSHWA PADMAVATI & CO. LLC AND
PERFUME CENTER OF AMERICA, INC. 2008 FACILITY
AND APPROVING THE FORM, SUBSTANCE, EXECUTION
AND DELIVERY OF SUCH RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “**State**”), as amended, and Chapter 47 of the Laws of 1974 of the State, as amended (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency has previously provided its assistance to Shri Parshwa Padmavati & Co. LLC, a New York limited liability company (the “**Company**”) and Perfume Center of America, Inc., a New York business corporation (the “**Sublessee**”), consisting of (a) the acquisition of an approximately 11.0 acre parcel of land located at 2020 Ocean Avenue, Ronkonkoma, New York (the “**Land**”), the construction and equipping of an approximately 160,000 square foot brick and metal panel building to be located thereon, including the construction of up to 6 loading docks (the “**Improvements**”) and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is leased by the Agency to the Company and subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”), which Equipment is leased by the Agency to the Sublessee for its primary use in the wholesale distribution of fragrances and related products (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”); and

WHEREAS, the Agency acquired title to the Land pursuant to a certain Bargain and Sale Deed, dated November 24, 2008 (the “**Deed**”), from the Company to the Agency, which such Deed was recorded in the Suffolk County Clerk’s office on December 15, 2008 in Liber 12574 Page 941; and

WHEREAS, the Agency leased the Company Facility to the Company pursuant to a certain Lease Agreement, dated as of November 1, 2008 (the “**Original Lease Agreement**”), between the Agency and the Company, and a Memorandum of Lease Agreement was recorded in the Suffolk County Clerk’s office on December 15, 2008 in Liber 12574 Page 942; and

WHEREAS, the Company subleased the Company Facility to the Sublessee pursuant to a certain Sublease Agreement, dated as of November 24, 2008 (the “**Original Sublease Agreement**”), between the Company and the Sublessee, and a Memorandum of Sublease Agreement was recorded in the Suffolk County Clerk’s office on December 15, 2008 in Liber 12574 Page 943; and

WHEREAS in connection with the leasing and subleasing of the Facility, the Agency, the Company and the Sublessee entered into a certain Environmental Compliance and Indemnification Agreement, dated as of November 1, 2008 (the “**Environmental Compliance and Indemnification Agreement**”), from the Company and the Sublessee to the Agency; and

WHEREAS, in order to define the Company and the Sublessee’s obligations regarding payments-in-lieu-of taxes with respect to the Facility, the Agency, the Company and the Sublessee entered into a certain Payment-in-Lieu-of-Tax Agreement, dated as of November 1, 2008 (the “**Original PILOT Agreement**”), pursuant to which the Company and the Sublessee agreed to make payments in lieu of taxes on the Facility; and

WHEREAS, the Agency and the Sublessee entered into a certain Agency Compliance Agreement, dated as of November 1, 2008 (the “**Agency Compliance Agreement**”), between the Agency and the Company; and

WHEREAS, due to unforeseen economic circumstances the Company and the Sublessee were unable to proceed with the construction and equipping of the Facility in 2008; and

WHEREAS, the Company previously submitted a revised application for financial assistance to the Agency reflecting a revision and increase in the square footage of the Facility to 150,000 square feet and additional equipping of the Facility, including but not limited to the installation of a solar roof, and the Agency consented to an extension of the payments-in-lieu-of-taxes benefits presently provided under the PILOT Agreement and in connection therewith, the amendment and extension of the Lease Agreement (the “**Amendment Documents**”); and

WHEREAS, the Agency and the Company previously entered into an Amended and Restated Lease Agreement, dated as of June 1, 2014 (the “**Amended and Restated Lease Agreement**”); and together with the Original Lease Agreement, the “**Lease Agreement**”), between the Agency and the Company, to, among other things, amend the square footage of the Facility to 150,000 square feet, include a new solar roof as part of the Facility Equipment and to extend the term of the Lease Agreement; and

WHEREAS, the Company transferred title to the Facility Equipment to the Agency pursuant to a Bill of Sale, dated June 26, 2014 (the “**Bill of Sale**”); and

WHEREAS, the Company subleased the Company Facility to the Sublessee pursuant to a certain Amended and Restated Sublease Agreement, dated as of June 1, 2014 (the “**Amended and Restated Sublease Agreement**”); and together with the Original Sublease Agreement, the “**Sublease Agreement**”), by and between the Agency and the Company; and

WHEREAS, the Agency leased the Equipment to the Sublessee pursuant to the terms of a certain Equipment Lease Agreement, dated as of June 1, 2014 (the “**Equipment Lease Agreement**”); and

WHEREAS, in order to define the Company’s and the Sublessee’s obligations regarding payments-in-lieu of taxes, the Agency, the Company and the Sublessee entered into an Amended and Restated Payment in Lieu of Tax Agreement, dated as of June 1, 2014 (the “**Amended and**”

Restated PILOT Agreement"; and, together with the Original PILOT Agreement, the "**PILOT Agreement**"), by and among the Agency, the Company and the Sublessee, whereby the Company and Sublessee agreed to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein); and

WHEREAS, the Company and the Sublessee entered into a Recapture Agreement, dated as of June 1, 2014 (the "**Recapture Agreement**"), from the Company and the Sublessee to the Agency in order to reflect the repayment of obligations of the Company and the Sublessee upon the occurrence of a Recapture Event (as defined therein); and

WHEREAS, the Agency previously consented to the financing of the Facility and in connection with such financing, the Agency and the Company entered into a certain Construction Loan, Mortgage with Assignment of Rents, Security Agreement and Fixture Filing, dated on or about June 26, 2014 (the "**Original Mortgage**"), from the Company and the Agency to Citibank, N.A. (the "**Original Lender**"), securing the principal amount of \$19,200,000; and

WHEREAS, the Company has now requested that the Agency consent to enter into a second mortgage permanent financing with the Original Lender and a lender or lenders not yet determined (collectively, the "**2016 Lender**"), with respect to the Facility in the aggregate principal amount presently expected to be \$6,540,523.20 but not to exceed \$10,000,000 (the "**2016 Loan**"); and

WHEREAS, the proceeds of the 2016 Loan will be used to reimburse the Company for additional expenditures required for the completion of the Facility; and

WHEREAS, as security for such 2016 Loan being made to the Company by the 2016 Lender, the Company has submitted a request to the Agency that it join with the Company in executing and delivering to the 2016 Lender one or more mortgages and such other loan documents, satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably requested by the 2016 Lender (the "**2016 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 exemptions from mortgage recording taxes securing the principal amount presently estimated to be \$6,540,523.20 but not to exceed \$10,000,000 in connection with the financing or refinancing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility; 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 an exemption from mortgage recording taxes; 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 refinancing of the Facility.

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

Section 1.

(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 continues to constitute a “project”, as such term is defined in the Act; and

(c) The mortgaging of the Facility by the Agency and the Company as contemplated in this resolution will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip, Suffolk County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The mortgaging of the Facility as contemplated in this resolution is reasonably necessary to maintain the competitive position of the Company in its industry; and

(e) Based upon representations of the Company and Company’s 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; and

(f) It is desirable and in the public interest for the Agency to assist in the refinancing of the Facility; and

(g) The 2016 Loan Documents will be effective instruments whereby the Agency and the Company agree to secure the 2016 Loan and assign to the 2016 Lender their respective rights under the Lease Agreement (except the Agency’s Unassigned Rights as defined therein).

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) grant a mortgage on and security interest in and to the Facility pursuant to a certain mortgage and security agreement for the benefit of the 2016 Lender (the “**2016 Mortgage**”), (ii) execute, deliver and perform the 2016 Mortgage, and (iii) execute, deliver and perform the 2016 Loan Document to which the Agency is a party, as may be necessary or appropriate to effect the 2016 Loan or any subsequent refinancing of the 2016 Mortgage.

Section 3. The Agency is hereby authorized to do all things necessary or appropriate for the execution, delivery and performance of the 2016 Loan Documents and 2016 Mortgage, and such other related documents as may be necessary or appropriate to effect the 2016 Loan, or any subsequent refinancing of the 2016 Loan, and all acts heretofore taken by the Agency with respect to such financing or refinancing are hereby approved, ratified and confirmed.

Section 4.

(a) Subject to the provisions of this resolution and the Lease Agreement; the Chairman, Executive Director, and all other members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 2016 Mortgage and 2016 Loan Documents to which the Agency is a party, together with such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "**Agency Documents**"). The execution thereof by the Chairman, Executive Director, or any member of the Agency shall constitute conclusive evidence of such approval; and

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

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

Section 6. Any expenses incurred by the Agency with respect to the financing or refinancing of the Facility shall be paid by the Company. By acceptance hereof, the Company agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the financing or refinancing of the Facility.

Section 7. This resolution shall take effect immediately.

ADOPTED: August 9, 2016

ACCEPTED: _____ 2016

SHRI PARSHWA PADMAVATI & CO., LLC

By: _____
Printed Name

PERFUME CENTER OF AMERICA INC.

By: _____
Printed Name

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 August 9, 2016, 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 9th day of August, 2016.

By: _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016

AGENDA ITEM # 4

TYPE OF RESOLUTION: AMEND & REDEFINE
ORIGINAL LEASE

COMPANY: CMB WIRELESS GROUP, LLC.,/D/B/A
COMMUNICATIONS WIRELESS GROUP.

PROJECT LOCATION: 4000 VETERANS MEMORIAL
HIGHWAY, BOHEMIA

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

INVESTMENT: \$

Date: August 9, 2016

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 9th day of August, 2016, the following members of the Agency were:

Present:

Absent:

Also Present:

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to take action on certain matters pertaining to the release of a certain parcel of land in connection with a certain industrial development facility more particularly described below (4000 Veterans Hwy LLC/CMB Wireless Group LLC 2011 Facility) and approving the execution and delivery of related documents.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY AUTHORIZING THE RELEASE
OF A CERTAIN PARCEL OF LAND AND THE EXECUTION
AND DELIVERY OF DOCUMENTS IN CONNECTION
THEREWITH FOR THE 4000 VETERANS HWY LLC/CMB
WIRELESS GROUP LLC 2011 FACILITY AND APPROVING
THE FORM, SUBSTANCE, EXECUTION AND DELIVERY
OF SUCH RELATED DOCUMENTS

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York (the “**State**”), as amended, and Chapter 47 of the Laws of 1974 of the State, as amended (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power, among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, the Agency has previously provided its assistance to 4000 Veterans Hwy LLC, a limited liability company (the “**Company**”), and CMB Wireless Group LLC d/b/a Communications Wireless Group, a limited liability company (the “**Sublessee**”) in connection with the renovation and equipping of an approximately 65,220 square foot building (the “**Improvements**”) located on an approximately 7.28 acre of land located at 4000 Veterans Memorial Highway, Bohemia, New York 11716 (the “**Original Land**”, together with the Improvements the “**Original Facility**”), title to which Original Facility was acquired by the Agency pursuant to a Bargain and Sale Deed dated May 10, 2011 and was leased by the Agency to the Company and was subleased by the Company to the Sublessee for its primary use as a remanufacturer of cell phones, PDA’s and related accessories; and

WHEREAS, the Agency leased the Original Facility to the Company pursuant to a certain Lease Agreement, dated as of May 1, 2011 (the “**Original Lease Agreement**”) by and between the Agency as lessor, and the Company as lessee; and

WHEREAS, the Company subleased the Original Facility to the Sublessee pursuant to a certain Sublease Agreement, dated May 1, 2011 (the “**Sublease Agreement**”), by and between the Company and the Sublessee; and

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Agency, the Company, and the Sublessee entered into a certain PILOT Agreement, dated as of May 1, 2011 (the “**Original PILOT Agreement**”), whereby the Company and the Sublessee agreed to make payments-in-lieu-of-taxes on the Original Facility; and

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Agency and the Sublessee entered into a certain Agency Compliance Agreement, dated as of May 1, 2011 (the “**Original Agency Compliance Agreement**”) by and between the Agency and the Sublessee; and

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Agency, the Company, and the Sublessee entered into a certain Environmental Compliance and Indemnification Agreement, dated as of May 1, 2011 (the “**Original Environmental**

Compliance and Indemnification Agreement”), by and among the Agency, the Company, and the Sublessee; and

WHEREAS, the Company has now requested that the Agency consent to the release of an approximately 3.94 acre parcel of land from the definition of the Original Facility (the **“Released Property”**); and

WHEREAS, in connection with such Released Property, the Agency, the Company and the Sublessee agree to modify the description of the Land conveyed by the Original Lease, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement; and

WHEREAS, it is the intent of the parties hereto to amend the definition of the Original Facility in the Original Lease Agreement, the Original Environmental Compliance and Indemnification Agreement and the Original PILOT Agreement to exclude the Released Property therefrom pursuant to a certain Amendment and Modification Agreement, to be dated as of August 1, 2016, or such other date as may be approved by the Chairman, the Executive Director of the Agency and counsel to the Agency (the **“Amendment and Modification Agreement”**); and

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

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

Section 1.

(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 Original Facility constitutes a “project”, as such term is defined in the Act; and

(c) The operation of the Original Facility by the Company will continue to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Islip and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The Amendment and Modification Agreement will be an effective instrument whereby the Agency provides for the release of the Released Property from the Original Lease Agreement, the Original Environmental Compliance and Indemnification Agreement and the Original PILOT Agreement.

Section 2. In consequence of the foregoing, the Agency hereby determines to execute and deliver the Amendment and Modification Agreement and any other documents required to release the Released Property from the Original Facility.

Section 3. The form and substance of the Amendment and Modification Agreement (in substantially the form presented to the Agency or in such form as the Chairman, the Executive Director, counsel to the Agency or any member of the Agency shall approve, and which, prior to the execution and delivery thereof, may be redated) is hereby approved.

Section 4. The Chairman, the Executive Director, counsel to the Agency and all members of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Amendment and Modification Agreement and any other documents required to release the Released Property from the Original Facility in substantially the form presented to this meeting or in such forms as the Chairman, the Executive Director, counsel to the Agency and all members shall approve. The execution thereof by the Chairman, the Executive Director, counsel to the Agency and all members of the Agency shall constitute conclusive evidence of such approval.

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Amendment and Modification Agreement and to execute and deliver all such additional certificates, instruments and documents, including but not limited to any guaranty or indemnity agreement or similar instrument running to the benefit of the Agency, 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 Amendment and Modification Agreement binding upon the Agency.

Section 6. Any expenses incurred by the Agency with respect to the Released Property from the Original Facility shall be paid by the Company and/or the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the financing or refinancing of the Original Facility.

Section 7. This resolution shall take effect immediately.

ADOPTED: August 9, 2016

ACCEPTED: _____ 2016

4000 VETERANS HWY LLC

By: _____
Printed Name

**CMB WIRELESS GROUP LLC D/B/A
COMMUNICATIONS WIRELESS GROUP**

By: _____
Printed Name

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 August 9, 2016, 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 9th day of August, 2016.

By: _____
Assistant Secretary

TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016

AGENDA ITEM # 5

TYPE OF RESOLUTION: ISSUE BONDS OR IN THE
ALTERNATIVE A STRAIGHT LEASE TRANSACTION

COMPANY: FEINBLOOM MURPHY, LTD./DFV
REALTY, LLC

PROJECT LOCATION: 4000 VETERANS MEMORIAL
HIGHWAY, BOHEMIA

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

INVESTMENT: \$

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD THE ISSUANCE OF ITS TAX-EXEMPT INDUSTRIAL DEVELOPMENT REVENUE BONDS (THE "TAX-EXEMPT BONDS") OR ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (THE "TAXABLE BONDS"; AND, TOGETHER WITH THE TAX-EXEMPT BONDS, THE "BONDS") IN THE AGGREGATE PRINCIPAL AMOUNT PRESENTLY ESTIMATED TO BE APPROXIMATELY \$9,000,000, BUT NOT TO EXCEED \$14,000,000, OR A COMBINATION THEREOF (OR, IN THE ALTERNATIVE, ENTERING INTO A STRAIGHT LEASE TRANSACTION), IN AN AMOUNT SUFFICIENT TO FINANCE CERTAIN COSTS OF AN INDUSTRIAL DEVELOPMENT FACILITY FOR FEINBLOOM MURPHY LTD. A NEW YORK BUSINESS CORPORATION ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF FEINBLOOM MURPHY LTD. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND DFV REALTY LLC A LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF DVF REALTY LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AND DESIGNS FOR VISION, INC., A NEW YORK BUSINESS CORPORATION ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF DESIGNS FOR VISION, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT(S) OF THE ISSUER FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY, MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE FACILITY AND REQUESTING THE TOWN OF ISLIP TO APPROVE THE ISSUANCE OF THE BONDS, IF BONDS ARE ISSUED.

WHEREAS, the Town of Islip Industrial Development Agency (the "**Issuer**") has previously provided its assistance to 4000 Veterans Hwy LLC, a limited liability company (the "**Original Company**"), and CMB Wireless Group LLC d/b/a Communications Wireless Group, a limited liability company duly (the "**Original Sublessee**") in connection with the renovation and equipping of an approximately 65,220 square foot building (the "**Improvements**") located on an approximately 7.28 acre of land located at 4000 Veterans Memorial Highway, Bohemia, New York 11716 (the "**Original Land**", together with the Improvements the "**Original Facility**"), title to which Original Facility was acquired by the Issuer pursuant to a Bargain and Sale Deed dated May 10, 2011 and was leased by the Issuer to the Company and was subleased by the Original Company to the Original Sublessee for its primary use as a remanufacturer of cell phones, PDA's and related accessories; and

WHEREAS, the Issuer leased the Original Facility to the Original Company pursuant to a certain Lease Agreement, dated as of May 1, 2011 (the "**Original Lease Agreement**") by and between the Issuer, as lessor, and the Company, as lessee; and

WHEREAS, the Original Company subleased the Original Facility to the Original Sublessee pursuant to a certain Sublease Agreement, dated May 1, 2011 (the “**Sublease Agreement**”), by and between the Original Company and the Original Sublessee; and

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Issuer, the Company, and the Original Sublessee entered into a certain PILOT Agreement, dated as of May 1, 2011 (the “**Original PILOT Agreement**”), whereby the Original Company and the Original Sublessee agreed to make payments-in-lieu-of-taxes on the Original Facility; and

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Issuer and the Original Sublessee entered into a certain Agency Compliance Agreement, dated as of May 1, 2011 (the “**Original Agency Compliance Agreement**”) by and between the Issuer and the Original Sublessee; and

WHEREAS, in connection with the leasing and subleasing of the Original Facility, the Issuer, the Original Company, and the Original Sublessee entered into a certain Environmental Compliance and Indemnification Agreement, dated as of May 1, 2011 (the “**Original Environmental Compliance and Indemnification Agreement**”), by and among the Issuer, the Original Company, and the Original Sublessee; and

WHEREAS, the Issuer previously consented to a request from the Original Company to the release of an approximately 3.34 acre parcel of land from the definition of the Original Facility (the “**Released Property**”); and

WHEREAS, in connection with such Released Property, the Issuer, the Original Company and the Original Sublessee agreed to modify the description of the Land conveyed by the Original Lease, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement; and

WHEREAS, subsequent to the amendment and modification of the documents in connection with the Released Property, the Original Company entered into an agreement of sale for the Original Facility, less the Released Property, the “Facility” (as hereinafter defined); and

WHEREAS, Feinbloom Murphy Ltd., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Feinbloom Murphy Ltd. and/or an entity formed or to be formed on behalf of any of the foregoing (“**Feinbloom Murphy**”) and DFV Realty LLC, a limited liability company on behalf of itself and/or the principals of DFV Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing (“**DFV Realty**”; and, together with Feinbloom Murphy, the “**Company**”), and Designs For Vision, Inc., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Designs For Vision, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have applied to the Issuer requesting that the Issuer issue its Tax-Exempt Industrial Development Revenue Bonds (the “**Tax-Exempt Bonds**”), pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the “**Code**”), or its Taxable Industrial Development Revenue Bonds (the “**Taxable Bonds**”; and, together with the Tax-Exempt Bonds, the “**Bonds**”), or a combination thereof (or, in the alternative, entering into a straight lease transaction), in an

amount sufficient to finance certain costs of the acquisition of an approximately 3.94 acre parcel of land located at 4000 Veterans Memorial Highway, Bohemia, New York (the “**Land**”), the renovation of an approximately 66,000 square foot building located thereon (the “**Improvements**”) and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Issuer to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property including, but not limited to two lathes and milling machines and equipment for processing (collectively, the “**Equipment**”), which Equipment is to be leased by the Issuer to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), and which Facility is to be used by the Sublessee as office, manufacturing, research and development and warehouse space in its business as a designer, engineer and manufacturer of optical and illumination devices to enhance the vision of clinical specialists and persons with partial vision; and

WHEREAS, in connection with the assistance requested by the Company and the Sublessee of the Issuer, there has also been submitted to the Issuer a request to consent to the assignment and assumption of the leasehold interest in the Facility by the Original Company to the Company (the “**Assignment**”); and

WHEREAS, the Original Company’s leasehold interest in the Facility will be assigned by the Original Company to the Company pursuant to and in accordance with an Assignment, Assumption and Amendment Agreement, dated as of August 1, 2016 or such other date as may be determined by the Chairman, Executive Director or counsel to the Issuer (the “**Assignment, Assumption and Amendment Agreement**”), by and among the Original Company, the Original Sublessee, the Company, the Sublessee and the Issuer, and the Company will assume all of Original Company’s right, title, interest, liability, duties and obligations with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duties and obligations of the Original Company under the Transaction Documents (as defined in the Original Lease Agreement), including, without limitation, the Original Lease Agreement, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement; and

WHEREAS, the Company has also requested that the Issuer extend the term of the Original Lease Agreement for an additional period of time to be determined prior to the date of the Hearing (as defined below) and further amend and restate the Original PILOT Agreement to reflect such extension of benefits (the “**PILOT Extension**”); and

WHEREAS, in connection with the Assignment and the PILOT Extension, the Issuer and the Company will enter into a certain Amended and Restated Lease and Project Agreement, dated as of August 1, 2016 or such other date as may be determined by the Chairman, Executive Director or counsel to the Issuer (the “**Amended and Restated Lease Agreement**”); and

WHEREAS, the Issuer will lease and sublease the Company Facility to the Company for further sublease by the Company to the Sublessee and will lease the Equipment to the Sublessee, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York,

as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “Act”); and

WHEREAS, the Act authorizes and empowers the Issuer to issue its bonds or in the alternative, to enter into a straight lease transaction, 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, in addition to the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction), the Issuer contemplates that it will provide financial assistance to the Company and the Sublessee in connection with the Facility, consistent with the policies of the Issuer, in the form of exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing of the Facility, if applicable, 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 Bond Resolution, or a Final Authorizing Resolution, to be adopted by the Issuer prior to the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction); and

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

WHEREAS, pursuant to Section 147(f) of the Code and Section 859-a of the Act, interest on the Tax-Exempt Bonds will not be excluded from gross income for federal income tax purposes unless the issuance of the Tax-Exempt Bonds is approved by the “applicable elected representative” of the Town of Islip (the “**Town Supervisor**”) after a public hearing has been held on the Facility and the issuance of the Tax-Exempt Bonds; and

WHEREAS, notice of the public hearing (the “**Hearing**”) will be given prior to the issuance of the Tax-Exempt Bonds, the Taxable Bonds, or a combination thereof (or in the alternative, the entering into of a straight lease transaction), and the granting of any tax benefits, such notice (together with proof of publication) will be substantially in the form annexed hereto as Exhibit A; and

WHEREAS, prior to the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction), and the granting of any tax benefits, a public hearing will be held so that all persons with views in favor of or opposed to either the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction), the other financial assistance contemplated by the Issuer, or the location or nature of the Facility, can be heard, the minutes of which will be annexed hereto as Exhibit B; and

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

WHEREAS, the Company reasonably expects that it will pay or incur certain capital expenditures in connection with the Facility prior to the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction), for the Facility; and

WHEREAS, the Company will use funds from sources other than Bond Proceeds which are or will be available on a short-term basis to pay for preliminary expenditures and the acquisition, renovation and equipping of the Facility; and

WHEREAS, the Company reasonably expects that it will reimburse itself for the use of such funds with proceeds of indebtedness to be issued by the Issuer to finance the costs 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 Issuer constitutes a “State Agency”; and

WHEREAS, to aid the Issuer in determining whether the Facility may have a significant effect upon the environment, the Company and the Sublessee have prepared and submitted to the Issuer 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 Issuer; and

WHEREAS, the Questionnaire has been reviewed by the Issuer.

WHEREAS, the Company and the Sublessee have agreed to indemnify the Issuer against certain losses, claims, expenses, damages and liabilities that may arise in connection with the transaction contemplated by the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction);

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

Section 1. Based upon the Questionnaire completed by the Company and the Sublessee and reviewed by the Issuer and other representations and information furnished by the Company and the Sublessee regarding the Facility, the Issuer determines that the action relating to the acquisition, renovation, equipping and operation of the Facility is an “unlisted” action, as that term is defined in the SEQR Act. The Issuer 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 Issuer or counsel to the Issuer.

Section 2. (a) The financing or refinancing of the costs of the acquisition, renovation and equipping of the Facility and the financing thereof by the Issuer, through the issuance of its Tax-Exempt Bonds, or Taxable Bonds, or a combination thereof

(or, in the alternative, entering into the straight lease transaction), pursuant to the Act, and the provision of other financial assistance in connection therewith pursuant to the Act, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved;

(b) It is desirable and in the public interest for the Issuer to issue the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction), for the purpose of financing or refinancing of the costs of the acquisition, renovation and equipping of the Facility, together with necessary incidental expenses in connection therewith as reflected in the Company's application to the Issuer and as amended from time to time prior to the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, entering into the straight lease transaction). The currently estimated aggregate principal amount of the Bonds, if Bonds are issued, is approximately \$9,000,000, but not to exceed \$14,000,000.

Section 3.

Subject to the approval of the issuance of the Tax-Exempt Bonds, if Tax-Exempt Bonds are issued, by the Town Supervisor of the Town of Islip, and the compliance with any other applicable provisions of the Code, the Issuer shall (i) issue the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, enter into the straight lease transaction), in an amount and with maturities, an interest rate, redemption terms and other terms and provisions to be determined by a further resolution of the Issuer, (ii) finance or refinance the costs of the acquisition, renovation and equipping of the Facility, (iii) lease (with an obligation to purchase) or sell the Facility to the Company pursuant to an agreement by and between the Issuer and the Company whereby the Company will be obligated, among other things, to make payments to or for the account of the Issuer in amounts and at times so that such payments will be adequate to pay the principal of, premium, if any, and interest on the Bonds, if Bonds are issued, and (iv) secure the Bonds, if Bonds are issued, or in the alternative, enter into a straight lease transaction, in such manner as the Issuer, the Company and the Purchaser(s) of the Bonds, if Bonds are issued, mutually deem appropriate. If the proceeds of the sale of the Bonds, if Bonds are issued, are insufficient to finance or refinance the acquisition, renovation and equipping of the Facility, the Issuer will, upon the request of the Company, take such actions and execute such documents as may be necessary to effect the issuance from time to time of additional bonds, whether on a parity with the Bonds, if Bonds are issued, or otherwise, for the purpose of paying the costs of completing the Facility.

Section 4.

Subject to the conditions of these resolutions, the Company is hereby authorized to undertake the financing of the Facility with the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, enter into the straight lease transaction).

- Section 5. To the extent the Company has paid or incurred or will pay or incur preliminary expenditures or hard costs in connection with the Facility with current funds, it reasonably expects to reimburse itself with proceeds from the Bonds, if Bonds are issued.
- Section 6. The law firm of Nixon Peabody LLP is hereby appointed Bond Counsel to the Issuer in connection with the issuance of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, Transaction Counsel to the Issuer in connection with any straight lease transaction).
- Section 7. Counsel to the Issuer and Bond Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Issuer, all documents necessary to effect the authorization, issuance and sale of the Tax-Exempt Bonds, or the Taxable Bonds, or a combination thereof (or, in the alternative, in connection with any straight lease transaction).
- Section 8. The Executive Director of the Issuer is hereby authorized and directed (i) to distribute copies of this resolution to the Company, (ii) to request the Town Supervisor of the Town of Islip to approve the issuance of the Tax-Exempt Bonds if Tax-Exempt Bonds are to be issued, and (iii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.
- Section 9. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Issuer pursuant to the transactions contemplated by this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act and a recapture agreement.
- Section 10. Any expenses incurred by the Issuer with respect to the Facility, including expenses of Bond Counsel, shall be paid by the Company and/or the Sublessee. By acceptance hereof, the Company and the Sublessee agree to pay such expenses and further agree to indemnify the Issuer, its members, directors, employees and agents and hold the Issuer 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 Issuer in good faith with respect to the Facility.

Section 11. This resolution shall take effect immediately.

ADOPTED: August 9, 2016

ACCEPTED: _____, 2016

FEINBLOOM MURPHY LTD.

By: _____

Name:

Title:

DFV REALTY LLC

By: _____

Name:

Title:

DESIGNS FOR VISION, INC.

By: _____

Name:

Title:

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 “**Issuer**”) with the original thereof on file in the office of the Issuer, and the same is a true and correct copy of such resolution and of the proceedings of the Issuer in connection with such matter.

Such resolution was passed at a meeting of the Issuer duly convened in public session on August 9, 2016, 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 Issuer 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 August 9, 2016.

Assistant Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and Article 18-A of the New York State General Municipal Law will be held by the Town of Islip Industrial Development Agency (the “**Issuer**”) on the ____ day of August, 2016, at ____ a.m., local time, at the Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

The Issuer has previously provided its assistance to 4000 Veterans Hwy LLC, a limited liability company (the “**Original Company**”), and CMB Wireless Group LLC d/b/a Communications Wireless Group, a limited liability company duly (the “**Original Sublessee**”) in connection with the renovation and equipping of an approximately 65,220 square foot building (the “**Improvements**”) located on an approximately 7.28 acre of land located at 4000 Veterans Memorial Highway, Bohemia, New York 11716 (the “**Original Land**”, together with the Improvements the “**Original Facility**”), title to which Original Facility was acquired by the Issuer pursuant to a Bargain and Sale Deed dated May 10, 2011 and was leased by the Issuer to the Company and was subleased by the Original Company to the Original Sublessee for its primary use as a remanufacturer of cell phones, PDA’s and related accessories.

The Issuer previously consented to a request from the Original Company to the release of an approximately 3.34 acre parcel of land from the definition of the Original Facility (the “**Released Property**”), and in connection with such Released Property, the Issuer, the Original Company and the Original Sublessee agreed to modify the description of the Land conveyed by the Original Lease, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement.

Subsequent to the amendment and modification of the documents in connection with the Released Property, the Original Company entered into an agreement of sale for the Original Facility, less the Released Property, the “**Facility**” (as hereinafter defined).

Feinbloom Murphy Ltd., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Feinbloom Murphy Ltd. and/or an entity formed or to be formed on behalf of any of the foregoing (“**Feinbloom Murphy**”) and DFV Realty LLC, a limited liability company on behalf of itself and/or the principals of DFV Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing (“**DFV Realty**”; and, together with Feinbloom Murphy, the “**Company**”), and Designs For Vision, Inc., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Designs For Vision, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have applied to the Issuer requesting that the Issuer issue its Tax-Exempt Industrial Development Revenue Bonds (the “**Tax-Exempt Bonds**”), pursuant to Section 145 of the Code, or its Taxable Industrial

Development Revenue Bonds (the “**Taxable Bonds**”; and, together with the Tax-Exempt Bonds, the “**Bonds**”), or a combination thereof (or, in the alternative, entering into a straight lease transaction), in an amount sufficient to finance certain costs of the acquisition of an approximately 3.94 acre parcel of land located at 4000 Veterans Memorial Highway, Bohemia, New York (the “**Land**”), the renovation of an approximately 66,000 square foot building located thereon (the “**Improvements**”) and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Issuer to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property including, but not limited to two lathes and milling machines and equipment for processing (collectively, the “**Equipment**”), which Equipment is to be leased by the Issuer to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), and which Facility is to be used by the Sublessee as office, manufacturing, research and development and warehouse space in its business as a designer, engineer and manufacturer of optical and illumination devices to enhance the vision of clinical specialists and persons with partial vision. The Company Facility will be initially owned, operated and/or managed by the Company. The Equipment will be initially owned, operated and/or managed by the Sublessee.

In connection with the assistance requested by the Company and the Sublessee of the Issuer, there has also been submitted to the Issuer a request to consent to the assignment and assumption of the leasehold interest in the Facility by the Original Company to the Company (the “**Assignment**”), whereby the Original Company’s leasehold interest in the Facility will be assigned by the Original Company to the Company pursuant to and in accordance with an Assignment, Assumption and Amendment Agreement (the “**Assignment, Assumption and Amendment Agreement**”), and the Company will assume all of Original Company’s right, title, interest, liability, duties and obligations with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duties and obligations of the Original Company under the Transaction Documents (as defined in the Original Lease Agreement), including, without limitation, the Original Lease Agreement, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement.

The Company has also requested that the Issuer extend the term of the Original Lease Agreement for an additional period of time [of up to _____ years] and further amend and restate the Original PILOT Agreement to reflect such extension of benefits (the “**PILOT Extension**”).

The Bonds, if issued, will be a special obligation of the Issuer payable solely out of the proceeds from the sale or lease of the Facility to the Company and from other amounts payable to the Issuer and certain other assets of the Company pledged to the repayment of the Bonds. The Bonds shall not be a debt of the State of New York or any political subdivision thereof, including the Town of Islip, and neither the State of New York nor any political subdivision thereof, including the Town of Islip, shall be liable thereon.

In addition to the issuance of the Bonds, the Issuer contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or

permanent financing of the Facility and abatement of real property taxes, all consistent with the policies of the Issuer.

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

Minutes of the hearing will be made available to the Town Board of the Town of Islip. Approval of the issuance of the Bonds, if issued by the Town of Islip, through the Town Board of the Town of Islip, is necessary in order for the interest on the Bonds, if issued, to be excluded from gross income for federal income tax purposes.

Dated: August __, 2016

TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY

By: William G. Mannix
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
AUGUST __, 2016

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(FEINBLOOM MURPHY LTD./DFV REALTY LLC/DESIGNS FOR VISION, INC. 2016
FACILITY)

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

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

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

The Issuer has previously provided its assistance to 4000 Veterans Hwy LLC, a limited liability company (the “**Original Company**”), and CMB Wireless Group LLC d/b/a Communications Wireless Group, a limited liability company duly (the “**Original Sublessee**”) in connection with the renovation and equipping of an approximately 65,220 square foot building (the “**Improvements**”) located on an approximately 7.28 acre of land located at 4000 Veterans Memorial Highway, Bohemia, New York 11716 (the “**Original Land**”, together with the Improvements the “**Original Facility**”), title to which Original Facility was acquired by the Issuer pursuant to a Bargain and Sale Deed dated May 10, 2011 and was leased by the Issuer to the Company and was subleased by the Original Company to the Original Sublessee for its primary use as a remanufacturer of cell phones, PDA’s and related accessories.

The Issuer previously consented to a request from the Original Company to the release of an approximately 3.34 acre parcel of land from the definition of the Original Facility (the “**Released Property**”), and in connection with such Released Property, the Issuer, the Original Company and the Original Sublessee agreed to modify the description of the Land conveyed by the Original Lease, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement.

Subsequent to the amendment and modification of the documents in connection with the Released Property, the Original Company entered into an agreement of sale for the Original Facility, less the Released Property, the “**Facility**” (as hereinafter defined).

Feinbloom Murphy Ltd., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Feinbloom Murphy Ltd. and/or an entity formed or to be formed on behalf of any of the foregoing

(“**Feinbloom Murphy**”) and DFV Realty LLC, a limited liability company on behalf of itself and/or the principals of DFV Realty LLC and/or an entity formed or to be formed on behalf of any of the foregoing (“**DVF Realty**”; and, together with Feinbloom Murphy, the “**Company**”), and Designs For Vision, Inc., a business corporation organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Designs For Vision, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the “**Sublessee**”), have applied to the Issuer requesting that the Issuer issue its Tax-Exempt Industrial Development Revenue Bonds (the “**Tax-Exempt Bonds**”), pursuant to Section 145 of the Code, or its Taxable Industrial Development Revenue Bonds (the “**Taxable Bonds**”; and, together with the Tax-Exempt Bonds, the “**Bonds**”), or a combination thereof (or, in the alternative, entering into a straight lease transaction), in an amount sufficient to finance certain costs of the acquisition of an approximately 3.94 acre parcel of land located at 4000 Veterans Memorial Highway, Bohemia, New York (the “**Land**”), the renovation of an approximately 66,000 square foot building located thereon (the “**Improvements**”) and the acquisition and installation therein of certain equipment not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility is to be leased and subleased by the Issuer to the Company and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property including, but not limited to two lathes and milling machines and equipment for processing (collectively, the “**Equipment**”), which Equipment is to be leased by the Issuer to the Sublessee (the Company Facility and the Equipment are collectively referred to herein as the “**Facility**”), and which Facility is to be used by the Sublessee as office, manufacturing, research and development and warehouse space in its business as a designer, engineer and manufacturer of optical and illumination devices to enhance the vision of clinical specialists and persons with partial vision. The Company Facility will be initially owned, operated and/or managed by the Company. The Equipment will be initially owned, operated and/or managed by the Sublessee.

In connection with the assistance requested by the Company and the Sublessee of the Issuer, there has also been submitted to the Issuer a request to consent to the assignment and assumption of the leasehold interest in the Facility by the Original Company to the Company (the “**Assignment**”), whereby the Original Company’s leasehold interest in the Facility will be assigned by the Original Company to the Company pursuant to and in accordance with an Assignment, Assumption and Amendment Agreement (the “**Assignment, Assumption and Amendment Agreement**”), and the Company will assume all of Original Company’s right, title, interest, liability, duties and obligations with respect to the Facility, including but not limited to, all of the right, title, interest, liability, duties and obligations of the Original Company under the Transaction Documents (as defined in the Original Lease Agreement), including, without limitation, the Original Lease Agreement, the Original PILOT Agreement and the Original Environmental Compliance and Indemnification Agreement.

The Company has also requested that the Issuer extend the term of the Original Lease Agreement for an additional period of time [of up to _____ years] and further amend and restate the Original PILOT Agreement to reflect such extension of benefits (the **"PILOT Extension"**).

The Bonds, if issued, will be a special obligation of the Issuer payable solely out of the proceeds from the sale or lease of the Facility to the Company and from other amounts payable to the Issuer and certain other assets of the Company pledged to the repayment of the Bonds. The Bonds shall not be a debt of the State of New York or any political subdivision thereof, including the Town of Islip, and neither the State of New York nor any political subdivision thereof, including the Town of Islip, shall be liable thereon.

In addition to the issuance of the Bonds, the Issuer contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from sales and use taxes in connection with the renovation and equipping of the Facility, exemptions from mortgage recording taxes in connection with the financing or any subsequent refinancing or permanent financing of the Facility and abatement of real property taxes, all consistent with the policies of the Issuer.

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

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

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

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

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Islip Industrial Development Agency (the “**Issuer**”) on August __, 2016, at ____ a.m., local time, at Town of Islip, Offices of Economic Development, 40 Nassau Avenue, Islip, New York 11751, with the original thereof on file in the office of the Issuer, 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 August __, 2016.

Assistant Secretary

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016**

AGENDA ITEM # 6

TYPE OF RESOLUTION: INDUCEMENT RESOLUTION

COMPANY: M S INTERNATIONAL, INC.

**PROJECT LOCATION: 50 HEARTLAND BOULEVARD,
BRENTWOOD**

**JOBS (RETAINED/CREATED): RETAINED - N/A -
CREATE - 15 -**

INVESTMENT: \$9,150,000.00

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL
DEVELOPMENT AGENCY TAKING OFFICIAL ACTION
TOWARD APPOINTING M S INTERNATIONAL, INC., A
BUSINESS CORPORATION ON BEHALF OF ITSELF
AND/OR THE PRINCIPALS OF M S INTERNATIONAL,
INC. AND/OR AN ENTITY FORMED OR TO BE FORMED
ON BEHALF OF ANY OF THE FOREGOING, AS
AGENT(S) OF THE AGENCY FOR THE PURPOSE OF
ACQUIRING, RENOVATING AND EQUIPPING THE
FACILITY AND MAKING CERTAIN FINDINGS AND
DETERMINATIONS WITH RESPECT TO THE FACILITY

WHEREAS, M S International, Inc, a business corporation, organized and existing under the laws of the State of Indiana and authorized to transact business in the State of New York, on behalf of itself and/or the principals of M S International, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Applicant**” and the “**Sublessee**”), has applied to the Town of Islip Industrial Development Agency (the “**Agency**”) to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 6.6 acre parcel of land located at 50 Heartland Boulevard, Brentwood, New York 11717 (the “**Land**”), the renovation of an approximately 75,000 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility will be subleased and leased by the Agency to a real estate holding company formed or to be formed on behalf of the Applicant (the “**Company**”), and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and, together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee and which Facility will be used in part by the Sublessee for its primary use as a distribution facility with warehouse and office space in its business as a wholesale distributor of flooring, counter tops, wall tile and hardscaping products; and

WHEREAS, the Agency will acquire a leasehold interest in the Land and the Improvements and title to the Facility Equipment and Equipment, will sublease and lease the Company Facility to the Company for further sublease to the Sublessee and will lease the Equipment to the Sublessee, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as the same may be amended from time to time (collectively, the “**Act**”); and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee in connection with the Facility, consistent with the policies of the Agency, in the form of exemptions from 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 the Sublessee and to representations by the Company and the Sublessee that the proposed financial assistance is either an inducement to the Company and the Sublessee to maintain the Facility in the Town of Islip or is necessary to maintain the competitive position of the Company and the Sublessee in their respective industries; and

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

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

WHEREAS, the Questionnaire has been reviewed by the Agency.

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

Section 1. Based upon the Environmental Assessment Form completed by the Company and Sublessee and reviewed by the Agency and other representations and information furnished by the Company and the Sublessee regarding the Facility, the Agency determines that the action relating to the acquisition, renovation, equipping, and operation of

the Facility is an “unlisted” action, as that term is defined in the 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. The acquisition, renovation and equipping of the Facility by the Agency, the subleasing and leasing of the Company Facility to the Company for the further subleasing to the Sublessee, the leasing of the Equipment to the Sublessee and the provision of financial assistance pursuant to the Act will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town of Islip and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act, and the same is, therefore, approved.

Section 3. Subject to the provisions of this resolution, the Agency shall (i) acquire, renovate and equip the Facility, (ii) lease and sublease the Company Facility to the Company and (iii) lease the Equipment to the Sublessee.

Section 4. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Agency pursuant to this resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act the recapture provisions of the Lease and Project Agreement, dated a date to be determined (the “**Lease Agreement**”), by and between the Company and the Agency.

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

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

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

Section 8. This resolution shall take effect immediately.

ADOPTED: August 9, 2016
ACCEPTED: _____ 2016

[_____]

By: _____
Name:
Title:

M S INTERNATIONAL, INC.

By: _____
Name:
Title:

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 August 9, 2016, 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 August 9, 2016.

Assistant Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Title 1 of Article 18-A of the New York State General Municipal Law will be held by the Town of Islip Industrial Development Agency ("the **Agency**") on the ____ day of August, 2016, at _____.m., local time, at 40 Nassau Avenue, Islip, New York 11751 in connection with the following matters:

M S International, Inc, a business corporation, organized and existing under the laws of the State of Indiana and authorized to transact business in the State of New York, on behalf of itself and/or the principals of M S International, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (the "**Applicant**" and the "**Sublessee**"), has applied to the Town of Islip Industrial Development Agency (the "**Agency**") to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 6.6 acre parcel of land located at 50 Heartland Boulevard, Brentwood, New York 11717 (the "**Land**"), the renovation of an approximately 75,000 square foot building located thereon (the "**Improvements**"), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the "**Facility Equipment**"; and, together with the Land and the Improvements, the "**Company Facility**"), which Company Facility will be subleased and leased by the Agency to a real estate holding company formed or to be formed on behalf of the Applicant (the "**Company**"), and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the "**Equipment**"; and, together with the Company Facility, the "**Facility**"), which Equipment is to be leased by the Agency to the Sublessee and which Facility will be used in part by the Sublessee for its primary use as a distribution facility with warehouse and office space in its business as a wholesale distributor of flooring, counter tops, wall tile and hardscaping products. The Company Facility will be initially owned, operated and/or managed by the Company. The Equipment will be initially owned, operated and/or managed by the Sublessee.

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

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

Dated: August __, 2016

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT
AGENCY

By: William G. Mannix
Title: Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING HELD ON
August __, 2016

TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY
(M S INTERNATIONAL, INC. 2016 FACILITY)

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

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

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

M S International, Inc, a business corporation, organized and existing under the laws of the State of Indiana and authorized to transact business in the State of New York, on behalf of itself and/or the principals of M S International, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Applicant**” and the “**Sublessee**”), has applied to the Town of Islip Industrial Development Agency (the “**Agency**”) to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 6.6 acre parcel of land located at 50 Heartland Boulevard, Brentwood, New York 11717 (the “**Land**”), the renovation of an approximately 75,000 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility will be subleased and leased by the Agency to a real estate holding company formed or to be formed on behalf of the Applicant (the “**Company**”), and further subleased by the Company to the Sublessee, and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and, together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee and which Facility will be used in part by the Sublessee for its primary use as a distribution facility with warehouse and office space in its business as a wholesale distributor of flooring, counter tops, wall tile and hardscaping products. The Company Facility will be initially owned, operated and/or managed by the Company. The Equipment will be initially owned, operated and/or managed by the Sublessee.

The Agency contemplates that it will provide financial assistance to the Company and the Sublessee in the form of exemptions from sales

and use taxes and abatement of real property taxes, consistent with the policies of the Agency.

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

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

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

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

That I have compared the foregoing copy of the minutes of a public hearing held by the Town of Islip Industrial Development Agency (the “**Agency**”) on the ____ day of August 2016, at _____ .m., local time, at 40 Nassau Avenue, Islip, New York, with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of the minutes in connection with such matter.

IN WITNESS WHEREOF, I have hereunto set my hand as of August ___, 2016.

Assistant Secretary

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016**

AGENDA ITEM # 7

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

COMPANY: AVCO INDUSTRIES, INC.

**PROJECT LOCATION: 50 WINDSOR PLACE, & 120
WINDSOR PLACE, CENTRAL ISLIP**

**JOBS (RETAINED/CREATED): RETAINED - 120 -
CREATE - 30 -**

INVESTMENT: \$2,200,000.00

Date: August 9, 2016

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 9th day of August, 2016 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 title to a certain industrial development facility more particularly described below (Avco Industries Inc. 2016 Facility) and the leasing of the facility to Avco Industries Inc.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF AVCO INDUSTRIES INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF AVCO INDUSTRIES INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF THE FOREGOING AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING AN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended from time to time (collectively, the "**Act**"), the Town of Islip Industrial Development Agency (the "**Agency**") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

WHEREAS, Avco Industries Inc., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of Avco Industries Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (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 (A) the acquisition of an approximately 2.0 acre parcel of land located at 50 Windsor Place, Central Islip, New York 11722 (the "**50 Windsor Land**"), the renovation of an approximately 10,000 square foot building located thereon (the "**50 Windsor Improvements**"), and the equipping thereof, including, but not limited to the purchase of fork lifts, racks, pallet jacks and paper cup converting and printing equipment (the "**50 Windsor Equipment**"; and, together with the 50 Windsor Land and the 50 Windsor Improvements, the "**50 Windsor Facility**"), and (B) the acquisition of an approximately 30,000 square foot building located on a 1.81 acre parcel of land located at 120 Windsor Place, Central Islip, New York 11722 (the "**120 Windsor Land**" and the "**120 Windsor Improvements**"), and the equipping thereof (the "**120 Windsor Equipment**"; and, together with the 120 Windsor Land and the 120 Windsor Improvements, the "**120 Windsor Facility**"; collectively, with the 50 Windsor Facility, the "**Facility**"), which Facility is to be leased by the Agency to, and used by the Company for its primary use as a manufacturing facility in its business of manufacturing, branding and printing of paper products, including paper plates, cups and bags for the fast food industry, including the following as they relate to the appointment of the Company as agent of the Agency with respect to the acquisition, renovation and equipping of such Facility, whether or

not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, the Agency will acquire a leasehold interest in the 50 Windsor Land and the 50 Windsor Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2016 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the **"50 Windsor Company Lease"**), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the 50 Windsor Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the **"50 Windsor Bill of Sale"**), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the 50 Windsor Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of August 1, 2016 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the **"50 Windsor Lease Agreement"**), by and between the Agency and the Company; and

WHEREAS, the Agency will acquire a leasehold interest in the 120 Windsor Land and the 120 Windsor Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2016 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the **"120 Windsor Company Lease"**), by and between the Company and the Agency; and

WHEREAS, the Agency will acquire title to the 120 Windsor Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the **"120 Windsor Bill of Sale"**), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the 120 Windsor Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of August 1, 2016 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the **"120 Windsor 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 \$1,850,000 but not to exceed \$2,000,000 in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii)

exemptions from sales and use taxes in an amount not to exceed \$47,438, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, (iii) abatement of real property taxes on the 50 Windsor Facility (as set forth in the PILOT Schedule attached as Exhibit A-1 hereof), and (iv) abatement of real property taxes on the 120 Windsor Facility (as set forth in the PILOT Schedule attached as Exhibit A-2 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, renovation and equipping of the Facility (collectively, the “**Loan Documents**”); 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 hereby finds and determines:

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

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

(c) The acquisition, renovation and equipping of the 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

(d) The acquisition, renovation 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

(e) 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

(f) 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

(g) It is desirable and in the public interest for the Agency to sublease the 50 Windsor Land and the 50 Windsor Improvements and to lease the 50 Windsor Equipment to the Company; and

(h) The 50 Windsor Company Lease will be an effective instrument whereby the Agency leases the 50 Windsor Land and the 50 Windsor Improvements from the Company; and

(i) The 50 Windsor Lease Agreement will be an effective instrument whereby the Agency leases and subleases the 50 Windsor 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 50 Windsor Facility and will describe the circumstances in which the Agreement may recapture some or all of the benefits granted to the Company; and

(j) It is desirable and in the public interest for the Agency to sublease the 120 Windsor Land and the 120 Windsor Improvements and to lease the 120 Windsor Equipment to the Company; and

(k) The 120 Windsor Company Lease will be an effective instrument whereby the Agency leases the 120 Windsor Land and the 120 Windsor Improvements from the Company; and

(l) The 120 Windsor Lease Agreement will be an effective instrument whereby the Agency leases and subleases the 120 Windsor 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 120 Windsor Facility and will describe the circumstances in which the Agreement may recapture some or all of the benefits granted to the Company; and

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

Section 2. The Agency has assessed all material information included in connection with the Company's 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 50 Windsor Land and the 50 Windsor Improvements from the Company pursuant to the 50 Windsor Company Lease, (ii) execute, deliver and perform the 50 Windsor Company Lease, (iii) sublease and lease the 50 Windsor Facility to the Company pursuant to

the 50 Windsor Lease Agreement, (iv) execute, deliver and perform the 50 Windsor Lease Agreement, (v) lease the 120 Windsor Land and the 120 Windsor Improvements from the Company pursuant to the 120 Windsor Company Lease, (vi) execute, deliver and perform the 120 Windsor Company Lease, (vii) sublease and lease the 120 Windsor Facility to the Company pursuant to the 120 Windsor Lease Agreement, (viii) execute, deliver and perform the 120 Windsor Lease Agreement, (ix) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (x) 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 50 Windsor Lease Agreement, the real property and personal property described in Exhibit A and Exhibit B, respectively, to the 120 Windsor 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 acquire 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. The Agency is hereby further authorized to execute and deliver the Loan Documents in connection with the financing of the costs of acquiring, renovating and equipping the Facility and any future Loan Documents in connection with any future refinancing or permanent financing of such costs of acquiring, renovating and equipping of the Facility without the need for any further or future approvals of the Agency.

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$1,850,000 but not to exceed \$2,000,000 in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$47,438, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, (iii) abatement of real property taxes on the 50 Windsor Facility (as set forth in the PILOT Schedule attached as Exhibit A-1 hereof), and (iv) abatement of real property taxes on the 120 Windsor Facility (as set forth in the PILOT Schedule attached as Exhibit A-2 hereof).

Section 7. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, renovate and equip the Facility. The Company is hereby empowered to delegate their respective 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 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, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes in an amount not to exceed \$47,438 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 hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act.

Section 9. The form and substance of the 50 Windsor Company Lease, the 50 Windsor Lease Agreement, the 120 Windsor Company Lease, the 120 Windsor 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 or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the 50 Windsor Company Lease, the 50 Windsor Lease Agreement, the 120 Windsor Company Lease, the 120 Windsor 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 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 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 50 Windsor Lease Agreement and the 120 Windsor 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 Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town
of Islip Industrial Development Agency (the “**Agency**”), including the resolutions contained
therein, held on the 9th day of August, 2016, with the original thereof on file in my office,
and that the same is a true and correct copy of the proceedings of the Agency and of such
resolutions set forth therein and of the whole of said original insofar as the same related to
the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 9th day of August,
2016.

By: _____
Assistant Secretary

EXHIBIT A-1

Proposed PILOT Benefits for 50 Windsor Facility

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Central Islip School District, Suffolk County and Appropriate Special Districts

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), Central Islip School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

2017/2018	100% Normal Tax Due on the taxable assessed value of \$35,500
2018/2019	100% Normal Tax Due on the taxable assessed value of \$39,050
2019/2020	100% Normal Tax Due on the taxable assessed value of \$42,600
2020/2021	100% Normal Tax Due on the taxable assessed value of \$46,150
2021/2022	100% Normal Tax Due on the taxable assessed value of \$49,700
2022/2023	100% Normal Tax Due on the taxable assessed value of \$53,250
2023/2024	100% Normal Tax Due on the taxable assessed value of \$56,800
2024/2025	100% Normal Tax Due on the taxable assessed value of \$60,350
2025/2026	100% Normal Tax Due on the taxable assessed value of \$63,900
2026/2027	100% Normal Tax Due on the taxable assessed value of \$67,450
2027/2028	100% Normal Tax Due on the full assessed value.

EXHIBIT A-2

Proposed PILOT Benefits for 120 Windsor Facility

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Central Islip School District, Suffolk County and Appropriate Special Districts

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), Central Islip School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company would pay without exemption.

2017/2018	100% Normal Tax Due on the taxable assessed value of \$107,500
2018/2019	100% Normal Tax Due on the taxable assessed value of \$118,250
2019/2020	100% Normal Tax Due on the taxable assessed value of \$129,000
2020/2021	100% Normal Tax Due on the taxable assessed value of \$139,750
2021/2022	100% Normal Tax Due on the taxable assessed value of \$150,500
2022/2023	100% Normal Tax Due on the taxable assessed value of \$161,250
2023/2024	100% Normal Tax Due on the taxable assessed value of \$172,000
2024/2025	100% Normal Tax Due on the taxable assessed value of \$182,750
2025/2026	100% Normal Tax Due on the taxable assessed value of \$193,500
2026/2027	100% Normal Tax Due on the taxable assessed value of \$204,250
2027/2028	100% Normal Tax Due on the full assessed value.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016**

AGENDA ITEM # 8

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

COMPANY: EAST/WEST INDUSTRIES, INC.

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

**JOBS (RETAINED/CREATED): RETAINED - 60 -
CREATE - 23 -**

INVESTMENT: \$2,577,749.00

Date: August 9, 2016

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 9th day of August, 2016 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 title to a certain industrial development facility more particularly described below (East/West Industries, Inc. 2016 Facility) and the leasing of the facility to East/West Industries, Inc.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF EAST/WEST INDUSTRIES, INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF EAST/WEST INDUSTRIES, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF THE FOREGOING AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING AN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended from time to time (collectively, the "**Act**"), the Town of Islip Industrial Development Agency (the "**Agency**") was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

WHEREAS, East/West Industries, Inc., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of East/West Industries, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (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 a leasehold interest of an approximately 48,233 square foot portion of an approximately 206,005 square foot building (the "**Demised Premises**") located on an approximately 15.84 acre parcel of land located at 2002 Orville Drive North, Ronkonkoma, New York 11779 (the "**Land**"), the renovation of the Demised Premises (the "**Improvements**") and the acquisition and installation therein of certain equipment and personal property (the "**Equipment**"; and, together with the Demised Premises, the Land and the Improvements, the "**Facility**"), which Facility is to be leased and sub-subleased by the Agency to the Company and used by the Company for its primary use as a manufacturing and warehouse space in its business of the design and manufacture of aerospace products, including but not limited to aircraft seating, life support equipment and ground support equipment; and, including the following as they relate to the appointment of the Company as agent of the Agency with respect to the acquisition, renovation and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and

services of every kind and description used in connection with the acquisition, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; and

WHEREAS, the Demised Premises and the Improvements (the “**Ground Leased Facility**”) will be leased by REP A-2027 LLC, a Delaware limited liability company (the “**Owner**”), to the Company pursuant to an Agreement of Lease, dated a date to be determined (the “**Ground Lease**”), by and between the Owner and the Company; and

WHEREAS, the Agency will acquire a subleasehold interest in the Demised Premises and the Improvements pursuant to a certain Company Lease Agreement, dated as of August 1, 2016 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 sub-sublease and lease the Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of August 1, 2016 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, 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 sales and use taxes in an amount not to exceed \$251,148, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) abatement of real property taxes (as set forth in the PILOT Schedule attached as Exhibit A hereof); 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 sub-subleasing and leasing of the Facility by the Agency to the Company.

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

Section 1. The Agency hereby finds and determines:

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

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

(c) The acquisition, renovation and equipping of the Facility and the leasing and sub-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

(d) The acquisition, renovation 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

(e) Based upon representations of the Company 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

(f) 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

(g) It is desirable and in the public interest for the Agency to sub-sublease the Demised Premises and the Improvements and to lease the Equipment to the Company; and

(h) The Company Lease will be an effective instrument whereby the Agency subleases the Demised Premises and the Improvements from the Company; and

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

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) sublease the Demised Premises and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sub-sublease and

lease the Facility to the Company pursuant to the Lease Agreement, and (iv) execute, deliver and perform the Lease Agreement.

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 acquire 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. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from sales and use taxes in an amount not to exceed \$251,148, in connection with the purchase or lease of equipment, building materials, services or other personal property with respect to the Facility, and (ii) 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 7. Subject to the provisions of this resolution, the Company is herewith and hereby appointed the agent of the Agency to acquire, renovate 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 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, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company has received exemptions from sales and use taxes in an amount not to exceed \$251,148 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 hereby agrees to comply with Section 875 of the Act. The Company further agrees that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company as agent of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act.

Section 9. The form and substance of the Company Lease and the Lease Agreement (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 or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease and the Lease Agreement, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, 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 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 Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town
of Islip Industrial Development Agency (the "**Agency**"), including the resolutions contained
therein, held on the 9th day of August, 2016, with the original thereof on file in my office,
and that the same is a true and correct copy of the proceedings of the Agency and of such
resolutions set forth therein and of the whole of said original insofar as the same related to
the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 9th day of August,
2016.

By: _____
Assistant Secretary

EXHIBIT A

Proposed PILOT Benefits

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Connetquot School District, Suffolk County and Appropriate Special Districts

Address: 2002 North Orville Drive, Ronkonkoma, New York*

Definitions:

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

2017/2018	100% Normal Tax Due on the taxable assessed value of \$221,825.00
2018/2019	100% Normal Tax Due on the taxable assessed value of \$244,007.50
2019/2020	100% Normal Tax Due on the taxable assessed value of \$266,190.00
2020/2021	100% Normal Tax Due on the taxable assessed value of \$288,372.50
2021/2022	100% Normal Tax Due on the taxable assessed value of \$310,555.00
2022/2023	100% Normal Tax Due on the taxable assessed value of \$332,737.50
2023/2024	100% Normal Tax Due on the taxable assessed value of \$359,920.00
2024/2025	100% Normal Tax Due on the taxable assessed value of \$377,102.50
2025/2026	100% Normal Tax Due on the taxable assessed value of \$399,285.00
2026/2027	100% Normal Tax Due on the taxable assessed value of \$421,467.50
2027/2028	100% Normal Tax Due on the full assessed value.

* The PILOT Payments apply to 23.35% of the occupied space of the above referenced property, to be more particularly described by an item number assigned by the Town of Islip.

**TOWN OF ISLIP
INDUSTRIAL DEVELOPMENT AGENCY
AGENDA ITEMS FOR AUGUST 9, 2016**

AGENDA ITEM # 9

TYPE OF RESOLUTION: AUTHORIZING RESOLUTION

COMPANY: B & S FRAGRANCES & COSMETICS, INC.

**PROJECT LOCATION: 25 RANICK ROAD, HAUPPAUGE,
NEW YORK**

**JOBS (RETAINED/CREATED): RETAINED - 17 -
CREATE - 12 -**

INVESTMENT: \$6,726,000.00

Date: August 9, 2016

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 9th day of August, 2016 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 title to a certain industrial development facility more particularly described below (B & S Management Consultant LLC/B & S Fragrances & Cosmetics, Inc. 2016 Facility) and the leasing of the facility to B & S Management Consultant LLC for further subleasing to B & S Fragrances & Cosmetics, Inc.

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

Voting Aye

Voting Nay

RESOLUTION OF THE TOWN OF ISLIP INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, RENOVATION AND EQUIPPING OF A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE APPOINTMENT OF B & S MANAGEMENT CONSULTANT LLC, A NEW YORK LIMITED LIABILITY COMPANY ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF B & S MANAGEMENT CONSULTANT LLC AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF THE FOREGOING, B & S FRAGRANCES & COSMETICS, INC., A NEW YORK BUSINESS CORPORATION, ON BEHALF OF ITSELF AND/OR THE PRINCIPALS OF B & S FRAGRANCES & COSMETICS, INC. AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF THE FOREGOING AS AGENT(S) OF THE AGENCY FOR THE PURPOSE OF ACQUIRING, RENOVATING AND EQUIPPING AN INDUSTRIAL DEVELOPMENT FACILITY AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 47 of the Laws of 1974 of the State of New York, as amended from time to time (collectively, the “**Act**”), the Town of Islip Industrial Development Agency (the “**Agency**”) was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

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

WHEREAS, B & S Management Consultant 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 B & S Management Consultant LLC and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Company**”) and B & S Fragrances & Cosmetics, Inc., a business corporation, organized and existing under the laws of the State of New York, on behalf of itself and/or the principals of B & S Fragrances & Cosmetics, Inc. and/or an entity formed or to be formed on behalf of any of the foregoing (the “**Sublessee**”), have applied to the Town of Islip Industrial Development Agency (the “**Agency**”) to enter into a transaction in which the Agency will assist in (a) the acquisition of an approximately 2.81 acre parcel of land located at 25 Ranick Road, Hauppauge, New York 11788 (the “**Land**”), the renovation of an approximately 52,200 square foot building located thereon (the “**Improvements**”), and the acquisition and installation therein of certain equipment and personal property, not part of the Equipment (as such term is defined herein) (the “**Facility Equipment**”; and, together with the Land and the Improvements, the “**Company Facility**”), which Company Facility will be subleased and leased by the Agency to the Company, and further subleased by the

Company to the Sublessee and Louis J. Solomon, Inc., a business corporation organized and existing under the laws of the State of New York (the “**Tenant**”), and (b) the acquisition and installation of certain equipment and personal property (the “**Equipment**”; and, together with the Company Facility, the “**Facility**”), which Equipment is to be leased by the Agency to the Sublessee and which Facility will be used in part by the Sublessee for its primary use as a distribution facility in its business as an importer and exporter of perfume and cosmetics and in part by the Tenant as manufacturing, assembly, showroom and corporate office space in its business as a manufacturer and distributor of fine home furnishings, including the following as they relate to the appointment of the Company and the Sublessee as agents of the Agency with respect to the acquisition, renovation and equipping of such Facility, whether or not any materials or supplies described below are incorporated into or become an integral part of such Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with the acquisition, renovation and equipping of the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with the acquisition, renovation and equipping of the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery and other tangible personal property (including installation costs with respect thereto) installed or placed in, upon or under such Facility; 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 August 1, 2016 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 Facility Equipment pursuant to a certain Bill of Sale, dated the Closing Date (as defined in the hereinafter defined Lease Agreement) (the “**Bill of Sale**”), from the Company to the Agency; and

WHEREAS, the Agency will sublease and lease the Company Facility to the Company pursuant to a certain Lease and Project Agreement, dated as of August 1, 2016 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, the Agency will acquire title to the Equipment pursuant to a certain Equipment Bill of Sale, dated the Closing Date (the “**Equipment Bill of Sale**”), from the Sublessee to the Agency; and

WHEREAS, the Agency will lease the Equipment to the Sublessee pursuant to a certain Equipment Lease Agreement, dated as of August 1, 2016 or such other date as the Chairman or Executive Director of the Agency and counsel to the Agency shall agree (the “**Equipment Lease Agreement**”), by and between the Agency and the Sublessee; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company and the Sublessee 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 \$4,900,000 but not to exceed \$5,500,000 in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$62,307, 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, the Sublessee and the Agency will enter into a certain Agency Compliance Agreement, dated as of August 1, 2016 or such other date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the “**Agency Compliance Agreement**”), whereby the Sublessee will provide certain assurances to the Agency with respect to the Facility; and

WHEREAS, the Tenant and the Agency will enter into a certain Tenant Agency Compliance Agreement, dated as of August 1, 2016 or such other date as may be determined by the Chairman or Executive Director of the Agency and counsel to the Agency (the “**Tenant Agency Compliance Agreement**”), whereby the Tenant will provide certain assurances to the Agency with respect to the Facility; and

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

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

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

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

Section 1. The Agency hereby finds and determines:

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

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

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

(d) The acquisition, renovation and equipping of the Facility is reasonably necessary to induce the Company and the Sublessee to maintain and expand their respective business operations in the State of New York; and

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

(f) 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

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

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

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

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

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

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

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

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

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

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Land and the Improvements from the Company pursuant to the Company Lease, (ii) execute, deliver and perform the Company Lease, (iii) sublease and lease the Company Facility to the Company pursuant to the Lease Agreement, (iv) execute, deliver and perform the Lease Agreement, (v) lease the Equipment to the Sublessee pursuant to the Equipment Lease Agreement, (vi) execute, deliver and perform the Equipment Lease Agreement, (vii) execute and deliver the Agency Compliance Agreement, (viii) execute and deliver the Tenant Agency Compliance Agreement, (ix) grant a mortgage on and security interests in and to the Facility pursuant to the Loan Documents, and (x) 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, the personal property described in Exhibit A to the Equipment Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

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

Section 6. The Agency hereby authorizes and approves the following economic benefits to be granted to the Company and the Sublessee in connection with the acquisition, renovation and equipping of the Facility in the form of (i) exemptions from mortgage recording taxes for one or more mortgages securing an amount presently estimated to be \$4,900,000 but not to exceed \$5,500,000 in connection with the financing of the acquisition, renovation and equipping of the Facility and any future financing, refinancing or permanent financing of the costs of acquiring, renovating and equipping the Facility, (ii) exemptions from sales and use taxes in an amount not to exceed \$62,307, 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 7. Subject to the provisions of this resolution, the Company and the Sublessee are herewith and hereby appointed the agents of the Agency to acquire, renovate

and equip the Facility. The Company and the Sublessee are hereby empowered to delegate their respective status as agent of the Agency to their respective agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company and the Sublessee may choose in order to acquire, renovate and equip the Facility. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company and the Sublessee as agents of the Agency solely for purposes of making sales or leases of goods, services and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company and the Sublessee, as agents of the Agency, shall be deemed to be on behalf of the Agency and for the benefit of the Facility. This agency appointment expressly excludes the purchase by the Company and the Sublessee of any motor vehicles, including any cars, trucks, vans or buses which are licensed by the Department of Motor Vehicles for use on public highways or streets. The Company and the Sublessee shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company and the Sublessee, as agent of the Agency. The aforesaid appointment of the Company and the Sublessee as agents of the Agency to acquire, renovate and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, (b) a date which the Agency designates, or (c) the date on which the Company and the Sublessee have received exemptions from sales and use taxes in an amount not to exceed \$62,307 in connection with the purchase or lease of equipment, building materials, services or other personal property; provided however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company and/or the Sublessee if such activities and improvements are not completed by such time. The aforesaid appointment of the Company and the Sublessee is subject to the execution of the documents contemplated by this resolution.

Section 8. The Company and the Sublessee hereby agree to comply with Section 875 of the Act. The Company and the Sublessee further agree that the exemption of sales and use tax provided pursuant to the Act and the appointment of the Company and the Sublessee as agents of the Agency pursuant to this Authorizing Resolution is subject to termination and recapture of benefits pursuant to Section 875 of the Act.

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

Section 10.

(a) The Chairman, Vice Chairman, Executive Director or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the Company Lease, the Lease Agreement, the Equipment Lease Agreement, the Agency Compliance Agreement, the Tenant Agency Compliance Agreement and the Loan Documents to which the Agency is a party, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman,

Executive Director 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 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 Secretary of the Town of Islip Industrial Development Agency, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town of Islip Industrial Development Agency (the “**Agency**”), including the resolutions contained therein, held on the 9th day of August, 2016, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as of the 9th day of August, 2016.

By: _____
Assistant Secretary

EXHIBIT A

Proposed PILOT Benefits

Formula for payments-in-lieu-of-taxes: Town of Islip (including any existing incorporated village and any village which may be incorporated after the date hereof, within which the Facility is wholly or partially located), Hauppauge School District, Suffolk County and Appropriate Special Districts

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), Hauppauge School District, Suffolk County which are or may be imposed for special improvements or special district improvements, that the Company and the Sublessee would pay without exemption.

2017/2018	100% Normal Tax Due on the taxable assessed value of \$207,200
2018/2019	100% Normal Tax Due on the taxable assessed value of \$227,920
2019/2020	100% Normal Tax Due on the taxable assessed value of \$248,640
2020/2021	100% Normal Tax Due on the taxable assessed value of \$269,360
2021/2022	100% Normal Tax Due on the taxable assessed value of \$290,080
2022/2023	100% Normal Tax Due on the taxable assessed value of \$310,800
2023/2024	100% Normal Tax Due on the taxable assessed value of \$331,520
2024/2025	100% Normal Tax Due on the taxable assessed value of \$352,240
2025/2026	100% Normal Tax Due on the taxable assessed value of \$372,960
2026/2027	100% Normal Tax Due on the taxable assessed value of \$393,680
2027/2028	100% Normal Tax Due on the full assessed value.

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

No. 5

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Bid Awards

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

Barbara Maltese

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

BIDS TO BE AWARDED
AUGUST 9, 2016

- | | | |
|----|---|---|
| 1. | MOBILE STAR SCREEN W/TWO (2) AIR SEPARATORS
(OR EQUAL) | -Simplicity Engineering NE |
| 2. | PRINTING OF TAX RECEIVER ENVELOPES | -United Envelope Corp. |
| 3. | RENTAL OF 60' TRACK-PORTABLE STOCKPILING
CONVEYOR | -Edward Ehrbar |
| 4. | SWEEPER PARTS & LABOR | -Long Island Sanitation
Equipment |
| 5. | WESTERN PLOW PARTS & LABOR | -Trius, Inc. |
| 6. | RETREAD TIRES | -Barnwell House of Tires |
| 7. | SNOW & ICE REMOVAL FROM FIVE (5) RAILROAD
STATIONS (BAY SHORE, ISLIP, GREAT RIVER, OAKDALE,
SAYVILLE) | -Commercial Bldg. Maint.
(CMB) d/b/a Innovative
Maintenance |
| 8. | LANDSCAPING PARTS & EQUIPMENT | -Bay Shore Mower (Primary)
-Northeast Equipment
(Secondary) |

NO: 1 MOBILE STAR SCREEN W/TWO (2) AIR SEPARATORS (OR EQUAL)
W/TRADE-INS

BID PRICE: A. \$670,900.00 (Screen)
B. \$25,000.00/ea. (\$50,000.00) Trade-Ins
C. \$620,900.00 (A minus B)

LOWEST RESPONSIBLE BIDDER: Simplicity Engineering NE, Inc.

COMPETITIVE BID: Yes – May 25, 2016

BUDGET ACCOUNT NUMBER: H11 8170.3-2300
H14 8170.3-2300
H15 8170.3-2303

ANTICIPATED EXPENDITURE: \$620,900.00

DEPARTMENT: Environmental Control

JUSTIFICATION OF NEED: Process more material at a higher quality (less plastic
in final product) which will be sold at higher price.

PLEASE NOTE: Emerald Equipment Systems, Inc., the low dollar bidder, did not
meet the Town specifications, i.e., according to three (3) stated references none
of the machines had air separators nor were the machines "or equal". Equal
required dual air separation modules in place. (See memo from Greg Hancock,
Deputy Commissioner, attached).

Greg Hancock, Deputy Commissioner
Department of Environmental Control
401 Main Street, Room 302
Islip, NY 11751
631-595-3500 x1369
GHancock@IslipNY.gov

Memorandum

To: Barbara Maltese, Principal Clerk
From: Greg Hancock, Deputy Commissioner *GH*
Date: July 14, 2016
Re: Bid Recommendation – Mobile Star Screen with 2 Air Separators



Please allow this memo to serve as our explanation as to why we are not recommending the lowest numerical bidder.

After conducting our due diligence, several items came to light which prevent us from recommending the Neuenhauser 37 Wheel, offered by Emerald Equipment Systems, Inc., the lowest numerical bidder:

- The three references provided indicated that none of them had machines with any air separators, let alone the two they purported to be "or-equal" to on the Neuenhauser. In order for the Neuenhauser to be deemed "or equal", it had to have dual air separation modules in place, which provides better plastic removal, thus producing a better end product. This can be demonstrated by looking at the data in the bullet below.
- When the one hour performance tests were conducted (mid July 2015) on the Neuenhauser, the equipment stopped feeding 4 times in 30 minutes. The Neuenhauser was only able to process 50 CY in the 30 minutes it was running, while the Komptech Multistar was able to produce 165 CY in one hour of continuous operation, without shutting down 4 times in a 30 minute period.
- The Neuenhauser was estimated to have captured 12.5 CY of plastic (adjusted for the 1 hour comparative test) while the Komptech produced 15 CY. More plastic removed from the compost means a higher quality end product, which we can charge a higher price for.
- The Neuenhauser does not have a cleaning mechanism in the form of a replaceable cleaning element to protect each individual star from wear. The lack of a replaceable,

TOWN OF ISLIP
DEPARTMENT OF ENVIRONMENTAL CONTROL

self-cleaning tip will result in accelerated wear on the individual stars as well as causing more down time to clean the apparatus.

- The Neuenhauser's in-feed hopper does not consist of a heavy duty chain drive to continuously feed material at a high production rate. They offer a rubber belt feed with non-slip cogs. When screening and processing material, a chain driven system is far superior to a belt drive. Chain drive systems are stronger than belt drive systems.
- The Neuenhauser does not have the ability to be run by switching off the diesel generator and plugging into a 3 phase power ground supply. This is important because if we run out of diesel fuel, we have the option of continuing to run the equipment on electrical power to keep processing material.
- The Neuenhauser does not run on 480 V/60 Hz. As mentioned previously, this is a very efficient method of operating electrical motors which provide excellent torque for the process.

Bid Price Analysis

Brand	Model	Bid Price	Trade-In Value	Final Price
Neuenhauser	37 Wheel	\$589,000	\$30,000	\$559,000
Komptech	L3	\$670,900	\$50,000	\$620,900
Difference				\$ 61,900

Attached please find the "Authorization to do Business in the State of New York" certification form issued by the NYS Department of State on July 12, 2016.

For these reasons, we are recommending the bid be awarded to Simplicity Engineering Northeast, Inc.

Attachements

In Cubic Yards (CY)		1 Hour	
Neuenhauser 37 Wheel *			
	Gross Production	100.0	CY
	Fines	60.0	CY
	Mid Sized	30.0	CY
	Plastic Capture	12.5	CY
Komptech L3			
	Gross Production	165.0	CY
	Fines	120.0	CY
	Mid Sized	29.0	CY
	Plastic Capture	15.0	CY
* Neuenhauser was only able to operate for 30 minutes, before shutting down 4 times, so the quantities were adjusted for the 1 hour comparative period			

NO: 2 PRINTING OF TAX RECEIVER ENVELOPES

BID PRICE: Various Prices as per Bid Items 1a-d through 4a-f

LOWEST RESPONSIBLE BIDDER: United Envelope Corp.

COMPETITIVE BID: Yes – June 15, 2016 (1st Advertisement)
July 6, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: A1330.4-4000

ANTICIPATED EXPENDITURE: \$16,500.00

DEPARTMENT: Tax Receiver

JUSTIFICATION OF NEED: Envelopes are used to mail tax statements and
also return envelopes to be used by Town of Islip taxpayers.

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

NO: 3 RENTAL OF 60' TRACK-PORTABLE STOCKPILING CONVEYOR

BID PRICE: \$5,000.00/mo.

LOWEST RESPONSIBLE BIDDER: Edward Ehrbar, Inc.

COMPETITIVE BID: Yes – May 18, 2016 (1st Advertisement)
June 8, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: DB 5142.4-4080

ANTICIPATED EXPENDITURE: \$23,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: Conveyor is rented and used during snow season.

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

NO: 4

SWEEPER PARTS & LABOR

BID PRICE: A. Less 25% (Disc.) Parts (Elgin)
B. \$130.00/hr. (Labor)

LOWEST RESPONSIBLE BIDDER: Long Island Sanitation Equipment

COMPETITIVE BID: Yes – May 25, 2016 (1st Advertisement)
June 15, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: DB 1640.4-4120

ANTICIPATED EXPENDITURE: \$20,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To provide parts/labor to repair Town owned sweepers.

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

NO: 5 WESTERN PLOW PARTS & LABOR

BID PRICE: A. 15% (Disc.)/Parts
B. \$110.00/hr. (Labor)

LOWEST RESPONSIBLE BIDDER: Trius

COMPETITIVE BID: Yes – May 25, 2016 (1st Advertisement)
June 15, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: DB1640.4-4120
A1640.4-4120

ANTICIPATED EXPENDITURE: \$20,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To provide parts/labor to repair Town owned
Western plows.

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

NO: 6

RETREAD TIRES

BID PRICE: Various Prices as per Bid Items #A1 through 14; B1 through 14

LOWEST RESPONSIBLE BIDDER: Barnwell House of Tires

COMPETITIVE BID: Yes – May 18, 2016 (1st Advertisement)
June 8, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: A1640.4-1270
DB 1640.4-1270

ANTICIPATED EXPENDITURE: \$100,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To provide tires (retread) for Town vehicles.

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

NO: 7 SNOW & ICE REMOVAL FROM FIVE (5) RAILROAD STATIONS (BAY SHORE, ISLIP, GREAT RIVER, OAKDALE, SAYVILLE)

BID PRICE: Various Prices as per Bid Items A through E

LOWEST RESPONSIBLE BIDDER: Commercial Bldg. Maint (CMB) d/b/a Innovative Maintenance

COMPETITIVE BID: Yes – April 13, 2016 (1st Advertisement)
May 25, 2016 (2nd Advertisement)

ANTICIPATED EXPENDITURE: \$31,500.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: To remove snow from walkways at the five (5) railroad stations.

PLEASE NOTE: This bid was advertised twice. The first advertisement produced no responding bidders. The second advertisement produced two (2) responding bidders.

NO: 8 LANDSCAPING PARTS & EQUIPMENT

BID PRICE: Various Prices as per Bid Items #1 A through H; 2 #1 through 5

LOWEST RESPONSIBLE BIDDER: Bay Shore Mower – Primary
Northeast Equipment – Secondary

COMPETITIVE BID: Yes – June 15, 2016

BUDGET ACCOUNT NUMBER: A 7110.4-4110; A7110.4-4120; A7111.2-2500;
A7111.4-1300; A7114.4-1300; A7115.4-1300;
A7115.4-4120; A7115.4-1300

ANTICIPATED EXPENDITURE: \$13,700.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: To provide parts to existing Town equipment and
to purchase equipment on an as needed basis.

NO: 1 MOBILE STAR SCREEN W/TWO (2) AIR SEPARATORS (OR EQUAL)
W/TRADE-INS

BID PRICE: A. \$670,900.00 (Screen)
B. \$25,000.00/ea. (\$50,000.00) Trade-Ins
C. \$620,900.00 (A minus B)

LOWEST RESPONSIBLE BIDDER: Simplicity Engineering NE, Inc.

COMPETITIVE BID: Yes – May 25, 2016

BUDGET ACCOUNT NUMBER: H11 8170.3-2300
H14 8170.3-2300
H15 8170.3-2303

ANTICIPATED EXPENDITURE: \$620,900.00

DEPARTMENT: Environmental Control

JUSTIFICATION OF NEED: Process more material at a higher quality (less plastic in final product) which will be sold at higher price.

PLEASE NOTE: Emerald Equipment Systems, Inc., the low dollar bidder, did not meet the Town specifications, i.e., according to three (3) stated references none of the machines had air separators nor were the machines "or equal". Equal required dual air separation modules in place. (See memo from Greg Hancock, Deputy Commissioner, attached).

Greg Hancock, Deputy Commissioner
Department of Environmental Control
401 Main Street, Room 302
Islip, NY 11751
631-595-3500 x1369
GHancock@IslipNY.gov

Memorandum

To: Barbara Maltese, Principal Clerk
From: Greg Hancock, Deputy Commissioner *GH*
Date: July 14, 2016
Re: Bid Recommendation – Mobile Star Screen with 2 Air Separators



Please allow this memo to serve as our explanation as to why we are not recommending the lowest numerical bidder.

After conducting our due diligence, several items came to light which prevent us from recommending the Neuenhauser 37 Wheel, offered by Emerald Equipment Systems, Inc., the lowest numerical bidder:

- The three references provided indicated that none of them had machines with any air separators, let alone the two they purported to be "or-equal" to on the Neuenhauser. In order for the Neuenhauser to be deemed "or equal", it had to have dual air separation modules in place, which provides better plastic removal, thus producing a better end product. This can be demonstrated by looking at the data in the bullet below.
- When the one hour performance tests were conducted (mid July 2015) on the Neuenhauser, the equipment stopped feeding 4 times in 30 minutes. The Neuenhauser was only able to process 50 CY in the 30 minutes it was running, while the Komptech Multistar was able to produce 165 CY in one hour of continuous operation, without shutting down 4 times in a 30 minute period.
- The Neuenhauser was estimated to have captured 12.5 CY of plastic (adjusted for the 1 hour comparative test) while the Komptech produced 15 CY. More plastic removed from the compost means a higher quality end product, which we can charge a higher price for.
- The Neuenhauser does not have a cleaning mechanism in the form of a replaceable cleaning element to protect each individual star from wear. The lack of a replaceable,

TOWN OF ISLIP
DEPARTMENT OF ENVIRONMENTAL CONTROL

self-cleaning tip will result in accelerated wear on the individual stars as well as causing more down time to clean the apparatus.

- The Neuenhauser's in-feed hopper does not consist of a heavy duty chain drive to continuously feed material at a high production rate. They offer a rubber belt feed with non-slip cogs. When screening and processing material, a chain driven system is far superior to a belt drive. Chain drive systems are stronger than belt drive systems.
- The Neuenhauser does not have the ability to be run by switching off the diesel generator and plugging into a 3 phase power ground supply. This is important because if we run out of diesel fuel, we have the option of continuing to run the equipment on electrical power to keep processing material.
- The Neuenhauser does not run on 480 V/60 Hz. As mentioned previously, this is a very efficient method of operating electrical motors which provide excellent torque for the process.

Bid Price Analysis

Brand	Model	Bid Price	Trade-In Value	Final Price
Neuenhauser	37 Wheel	\$589,000	\$30,000	\$559,000
Komptech	L3	\$670,900	\$50,000	\$620,900
Difference				\$ 61,900

Attached please find the "Authorization to do Business in the State of New York" certification form issued by the NYS Department of State on July 12, 2016.

For these reasons, we are recommending the bid be awarded to Simplicity Engineering Northeast, Inc.

Attachements

In Cubic Yards (CY)		I Hour	
Neuenhauser 37 Wheel *			
	Gross Production	100.0	CY
	Fines	60.0	CY
	Mid Sized	30.0	CY
	Plastic Capture	12.5	CY
Komptech L3			
	Gross Production	165.0	CY
	Fines	120.0	CY
	Mid Sized	29.0	CY
	Plastic Capture	15.0	CY
* Neuenhauser was only able to operate for 30 minutes, before shutting down 4 times, so the quantities were adjusted for the 1 hour comparative period			

WHEREAS, the Town solicited competitive bids for the purchase of MOBILE STAR SCREEN W/TWO (2) AIR SEPARATORS (OR EQUAL) W/TRADE-INS, CONTRACT #516-233; and

WHEREAS, on May 25, 2016 sealed bids were opened and Simplicity Engineering NE, Inc., 249 Union Street, Westfield, MA 01085 submitted the apparent low dollar bid; and

WHEREAS, Simplicity Engineering NE, 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 Simplicity Engineering NE, Inc. in the amount of: A. \$670,900.00 (Screen); B. \$25,000.00/ea. (\$50,000.00)/Trade-Inc.; C. \$620,900.00 (A minus B) for one (1) year from date of award.

Upon a vote being taken, the result was:

FILE STAR SCREEN
TWO (2) AIR SEPARATORS (OR EQUAL)
TRADE-INS

CONTRACT # 516-233

DATE: MAY 25, 2016

11:00 A.M.

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

BUDGET # H11 8170.3-2300; H14 8170.32300;
H15 8170.3-2303 ESTIMATED AMOUNT \$620,900.00
COMPTROLLER'S APPROVAL *gc* ACCOUNT TITLE Heavy Veh. & Equip.; Heavy Equip

H O PENN
660 UNION BLVD
HOLTSVILLE NY 11742

EDWARD EHRBAR
4 EXECUTIVE PLAZA
YONKERS NY 10701

SIMPLICITY ENGINEER NE INC
249 UNION ST
WESTFIELD MA 01085

EMERALD EQUIP SYSTEMS INC
7600 MORGAN RD
LIVERPOOL NY 13090

A. \$670,900.00 (Screen)
B. \$25,000.00/ea. (\$50,000.00)
C. \$620,900.00 (A - B)

A. \$589,000.00 (Screen)
B. \$30,000.00 (Trade-Ins) DID NOT BID ACCORDING
C. \$559,000.00 (A - B) TO SPECIFICATIONS

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.
COMMISSIONER J. HEIL CONCURS.

SIGNED BY:

Michael Rand
MICHAEL RAND
PRINCIPAL CLERK

Barbara Maltese
BARBARA MALTESE
PRINCIPAL CLERK

NO: 2 PRINTING OF TAX RECEIVER ENVELOPES

BID PRICE: Various Prices as per Bid Items 1a-d through 4a-f

LOWEST RESPONSIBLE BIDDER: United Envelope Corp.

COMPETITIVE BID: Yes – June 15, 2016 (1st Advertisement)
July 6, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: A1330.4-4000

ANTICIPATED EXPENDITURE: \$16,500.00

DEPARTMENT: Tax Receiver

JUSTIFICATION OF NEED: Envelopes are used to mail tax statements and
also return envelopes to be used by Town of Islip taxpayers.

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

WHEREAS, the Town solicited competitive bids for the purchase of PRINTING OF TAX RECEIVER ENVELOPES, CONTRACT #616-31; and

WHEREAS, on July 6, 2016 sealed bids were opened and United Envelope Corp., 65 Railroad Ave., Ridgefield, NJ 07657 submitted the apparent low dollar bid; and

WHEREAS, United Envelope Corp. 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 United Envelope Corp. in the amount of various prices as per bid items #1a-d through 4a-f for Printing of Tax Receiver Envelopes for one (1) year from date of award with the Town's option to renew for two (2) one (1) year periods.

Upon a vote being taken, the result was:

PRINTING OF TAX RECEIVER
ENVELOPES

CONTRACT # 616-31

DATE: JULY 6, 2016

11:00 A.M.

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

BUDGET # A1330.4-4000

ESTIMATED AMOUNT \$16,500.00

COMPTROLLER'S APPROVAL *Be*

ACCOUNT TITLE Printing

(THIS BID WAS ADVERTISED TWICE)

MJB PRINTING CORP
d/b/a MOD PRINTING
280 ISLIP AVENUE
ISLIP NY 11751

LORRAINE GREGORY CORP.
110 SCHMITT BLVD
FARMINGDALE NY 11735

DESIGN 2 PRINTING INC
316 SOUTH BAYVIEW AVE
AMITYVILLE NY 11701

PRINTCORP
2050 OCEAN AVE
RONKONKOMA NY 11779

MR JACK AHL
INTER CONTY ENVELOPE
331 DANTE CT, UNIT D
HOLBROOK NY 11741

MR MARK BOBWICZ
UNITED ENVELOPE CORP
65 RAILROAD AVE
RIDGEFIELD NJ 07657

SEE ATTACHED SHEET

award - items #1a-d through 4a-f

SEE ATTACHED SHEET

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

~~COMMISSIONER~~
TAX RECEIVER

A WEEK

CONCURS.

SIGNED BY:

Michael Rand
MICHAEL RAND
PURCHASING DIRECTOR

Barbara Maltese
BARBARA MALTESE
PRINCIPAL CLERK

PRINTING OF TAX RECEIVER	LORRAINE	UNITED
ENVELOPES	GREGORY	ENVELOPE
CONTRACT #616-31		
ITEM #		
1. 24 lb. Wh/Woven w/Flap		
a. 1 - 25,000	\$184.50	\$77.29
b. 25,001 - 50,000	\$97.73	\$57.51
c. 50,001 - 75,000	\$63.30	\$49.63
d. 75,001 - 100,000	\$57.80	\$46.19
2. 24 lb. Wh/Woven w/o Flap		
a. 1 - 25,000	\$184.50	\$67.29
b. 25,001 - 50,000	\$97.73	\$53.51
c. 50,001 - 75,000	\$63.30	\$49.63
d. 75,001 - 100,000	\$57.80	\$46.19
3. #9 24 lb. Blue Off-Set		
a. 1 - 25,000	\$81.15	\$62.10
b. 25,001 - 50,000	\$38.56	\$37.88
c. 50,001 - 75,000	\$36.45	\$33.77
d. 75,001 - 100,000	\$27.13	\$26.17
e. 100,001 - 125,000	\$25.75	\$22.98
f. 125,001 - 150,000	\$25.11	\$21.85
4. #10 24 lb. w/o Window		
a. 1 - 25,000	\$70.87	\$59.00
b. 25,001 - 50,000	\$29.69	\$31.08
c. 50,001 - 75,000	\$27.72	\$23.60
d. 75,001 - 100,000	\$25.93	\$17.26
e. 100,001 - 125,000	\$25.46	\$13.46
f. 125,001 - 150,000	\$25.29	\$13.01

s/printing of tax receiver
envelopes 2016 tab

NO: 3 RENTAL OF 60' TRACK-PORTABLE STOCKPILING CONVEYOR

BID PRICE: \$5,000.00/mo.

LOWEST RESPONSIBLE BIDDER: Edward Ehrbar, Inc.

COMPETITIVE BID: Yes – May 18, 2016 (1st Advertisement)
June 8, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: DB 5142.4-4080

ANTICIPATED EXPENDITURE: \$23,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: Conveyor is rented and used during snow season.

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

WHEREAS, the Town solicited competitive bids for the RENTAL OF 60' TRACK-PORTABLE STOCKPILING CONVEYOR, CONTRACT #516-175 and

WHEREAS, the bid was advertised twice and opened on June 8, 2016; and

WHEREAS, Edward Ehrbar, Inc. 4 Executive Plaza, Yonkers, NY 10701 submitted the only bid for this contract; and

WHEREAS, Edward Ehrbar 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 Edward Ehrbar, Inc. in the amount of \$5,000.00/mo. for Rental of 60' Track-Portable Stockpiling Conveyor for the period November 2016 through May 2017 with the Town's option to renew for the period November 2017 through May 2018.

Upon a vote being taken, the result was:

RENTAL OF 60' TACK-
PORTABLE STOCKPILING
CONVEYOR

CONTRACT # 516-175

DATE: JUNE 8, 2016

11:00 A.M.

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

BUDGET # DB 5142.4-4080 ESTIMATED AMOUNT \$23,000.00

COMPTROLLER'S APPROVAL

ACCOUNT TITLE Equip. Rental Snow Removal

(THIS BID WAS ADVERTISED TWICE)

EDWARD EHRBAR INC
4 EXECUTIVE PLAZA
YONKERS NY 10701

\$5,000.00/mo

TRIUS INC
458 JOHNSON AVE
P O BOX 158
BOHEMIA NY 11716

NO BID

PENN JERSEY MACHINRY LLC
332 EDWARD CURRY AVE
STATEN ISLAND NY 10314

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

COMMISSIONER T. OWENS CONCURS.

SIGNED BY:

MICHAEL RAND
PURCHASING DIRECTOR

BARBARA MALTESE
PRINCIPAL CLERK

NO: 4

SWEEPER PARTS & LABOR

BID PRICE: A. Less 25% (Disc.) Parts (Elgin)
B. \$130.00/hr. (Labor)

LOWEST RESPONSIBLE BIDDER: Long Island Sanitation Equipment

COMPETITIVE BID: Yes – May 25, 2016 (1st Advertisement)
June 15, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: DB 1640.4-4120

ANTICIPATED EXPENDITURE: \$20,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To provide parts/labor to repair Town owned sweepers.

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

WHEREAS, the Town solicited competitive bids for the purchase of SWEEPER PARTS & LABOR, CONTRACT #516-187; and

WHEREAS, the bid was advertised twice and opened on June 15, 2016; and

WHEREAS, Long Island Sanitation Equipment, 1670 New Highway, Farmingdale, NY 11735 submitted the apparent low dollar bid; and

WHEREAS, Long Island Sanitation Equipment 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 Long Island Sanitation Equipment in the amount of: A. Less 25% (Disc.) Parts (Elgin); \$130.00/hr. (Labor) for Sweeper Parts & Labor for one (1) year from date of award with the Town's option to renew for two (2) additional years.

Upon a vote being taken, the result was:

SWEEPER PARTS &
LABOR

CONTRACT # 516-187


DATE: JUNE 15, 2016

11:00 A.M.

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


BUDGET # DE 1640.4-4120 ESTIMATED AMOUNT \$20,000.00
COMPTROLLER'S APPROVAL bc ACCOUNT TITLE Equipment Repair

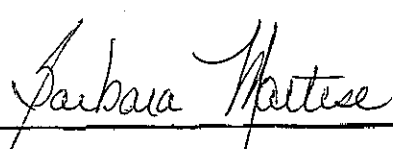
(THIS BID WAS ADVERTISED TWICE)

TRIUS 458 JOHNSON AVE P O BOX 158 BOHEMIA NY 11716		
LI SANITATION EQUIPMENT 1670 NEW HIGHWAY FARMINGDALE NY 11735		A. Less 25%/Disc. (Elgin) \$130.00/hr. (Labor) B. NO BID NO BID
H O PENN 660 UNION AVE HOLTSVILLE NY 11742		
MALVESE EQUIPMENT 1 HENRIETTA ST HICKSVILLE NY 11801		NO BID
ODE 5118 GLEN ALDEN DR RICHMOND VA 23231		A. -40%/Disc. (Elgin) NO BID B. NO BID NO BID
VERMEER 7 MAPLE AVE LUMBERTON NJ 08048		

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.
COMMISSIONER T. OWENS CONCURS.

SIGNED BY:


MICHAEL RAND
PURCHASING DIRECTOR


BARBARA MALTESE
PRINCIPAL CLERK

NO: 5 WESTERN PLOW PARTS & LABOR

BID PRICE: A. 15% (Disc.)/Parts
B. \$110.00/hr. (Labor)

LOWEST RESPONSIBLE BIDDER: Trius

COMPETITIVE BID: Yes – May 25, 2016 (1st Advertisement)
June 15, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: DB1640.4-4120
A1640.4-4120

ANTICIPATED EXPENDITURE: \$20,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To provide parts/labor to repair Town owned
Western plows.

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

WHEREAS, the Town solicited competitive bids for the purchase of WESTERN PLOW PARTS & LABOR, CONTRACT #516-184; and

WHEREAS, the bid was advertised twice and opened on June 15, 2016; and

WHEREAS, Trius, 458 Johnson Ave., P. O. Box 158, Bohemia, NY 11716 submitted the only bid for this contract; and

WHEREAS, Trius 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 Trius in the amount of A. 15% (Disc.)/Parts; B. \$110.00/hr. (Labor) for Western Plow Parts & Labor for one (1) year from date of award with the Town's option to renew for two (2) additional years.

Upon a vote being taken, the result was:

WESTERN FLOW PARTS
& LABOR

CONTRACT # 516-184

DATE: JUNE 15, 2016

11:00 A.M

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

BUDGET # A1640.4-4120; DB 1640.4-4120 ESTIMATED AMOUNT \$20,000.00
COMPTROLLER'S APPROVAL *[Signature]* ACCOUNT TITLE Heavy & Light Equip

(THIS BID WAS ADVERTISED TWICE)

TRIUS
458 JOHNSON AVE
P O BOX 158
BOHEMIA NY 11716

A. 15% (Discount Parts)

B. \$110.00/hr. (Labor)

L I SANITATION EQUIPMENT
1670 NEW HIGHWAY
FARMINGDALE NY 11735

H O PENN
660 UNION AVE
HOLTSVILLE NY 11742

MALVESE EQUIPMENT
1 HENRIETTA ST
HICKSVILLE NY 11801

NO BID

CAPO TRUCK SALES
1971 LAKELAND AVE
RONKONKOMA MY 11779

VERMEER
7 MAPLE AVE
LUMBERTON NJ 08048

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

COMMISSIONER T. OWENS CONCURS.

SIGNED BY:

[Signature]
MICHAEL RAND
PURCHASING DIRECTOR

[Signature]
BARBARA MALTESE
PRINCIPAL CLERK

NO: 6

RETREAD TIRES

BID PRICE: Various Prices as per Bid Items #A1 through 14; B1 through 14

LOWEST RESPONSIBLE BIDDER: Barnwell House of Tires

COMPETITIVE BID: Yes – May 18, 2016 (1st Advertisement)
June 8, 2016 (2nd Advertisement)

BUDGET ACCOUNT NUMBER: A1640.4-1270
DB 1640.4-1270

ANTICIPATED EXPENDITURE: \$100,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: To provide tires (retread) for Town vehicles.

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

WHEREAS, the Town solicited competitive bids for the purchase of RETREAD TIRES,
CONTRACT #516-19; and

WHEREAS, the bid was advertised twice and opened on June 8, 2016; and

WHEREAS, Barnwell House of Tires, 65 Jetson Lane, Central Islip, NY 11722 submitted
the only bid for this contract; and

WHEREAS, Barnwell House of Tires has been determined to be a responsible bidder.

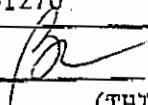
NOW, THEREFORE, on a motion of

seconded by _____, be it

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to
Barnwell House of Tires in the amount of various prices as per bid items #A1 through 14 and B1
through 14 for Retread Tires for one (1) year from date of award with the Town's option to
renew for two (2) one (1) year periods.

Upon a vote being taken, the result was:

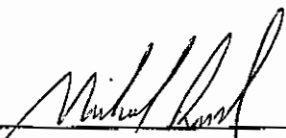
THIS TABULATION OF SEALED BIDS OPENED IN ACCORDANCE WITH SECTION 103 OF THE GENERAL MUNICIPAL LAW FOR THE PURPOSE OF CONSIDERING THE AWARD OF A PURCHASE CONTRACT FOR USE IN THE TOWN OF ISLIP.

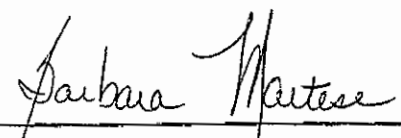
BUDGET # A1640.4-1270; DB 1640.4-1270 ESTIMATED AMOUNT \$100,000.00
 COMPTROLLER'S APPROVAL  ACCOUNT TITLE Lgt & Hvy Veh. Repair; Tires/Rep
 (THIS BID WAS ADVERTISED TWICE)

J A R RUBBER CORP d/b/a RANGER TIRES 1635 FIFTH AVE BAY SHORE NY 11706	
BARNWELL HOUSE OF TIRES 65 JETSON LANE CENTRAL ISLIP NY 11722	award - items #A1 through 14; B1 through 14 SEE ATTACHED SHEET
KALLMEYER & SONS TRUCK TIRE SRV 178 MORRIS AVE HOLTSVILLE NY 11742	

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.
 COMMISSIONER T. OWENS CONCURS.

SIGNED BY:


 MICHAEL RAND
 PURCHASING DIRECTOR


 BARBARA MALTESE
 PRINCIPAL CLERK

RETREAD+A1:B30 TIRES	BARNWELL HOUSE
CONTRACT #516-19	OF TIRES
ITEM	
A. Purchase Retrad Tires	
1. 12.00 R24	\$200.00
2. 11 R 24.5	\$160.00
3. 12 R 22.5	\$160.00
4. 11 R 22.5	\$160.00
5. 10 R 22.5	\$90.00
6. 225/70 R 19.5	\$75.00
7. 315/80 R 22.5	\$120.00
8. 11.00 R20	\$110.00
9. 10.00 R 20	\$110.00
10. 11 R 22	\$110.00
11. 10.00 R 20 (trailer)	\$110.00
12. 11 R 22.5 (trailer)	\$160.00
13. 11 R 24.5 (tubeless-tracto9r)	\$160.00
14. 12.00 R 24 (tractor)	\$200.00
B. Retread Town-Owned Tires	
1. 12.00 R 24	\$130.00
2. 11 R 24.5	\$120.00
3. 12 R 22.5	\$120.00
4. 11 R 22.5	\$120.00
5. 10 R 22.5	\$90.00
6. 225/70 R 19.5	\$70.00
7. 315/80 \$ 22.5	\$120.00
8. 11.00 R 20	\$105.00
9. 10.00 R 20	\$105.00
10. 11 R 22	\$105.00
11. 1000 R 20 (trailer)	\$95.00
12. 11 R 22.5 (trailer)	\$120.00
13. 11 R 24.5 (tubeless-trailer)	\$120.00
14. 12.00 R 24 (tractor)	\$130.00

s/retread tires 2016 tab

NO: 7

SNOW & ICE REMOVAL FROM FIVE (5) RAILROAD STATIONS (BAY SHORE, ISLIP, GREAT RIVER, OAKDALE, SAYVILLE)

BID PRICE: Various Prices as per Bid Items A through E

LOWEST RESPONSIBLE BIDDER: Commercial Bldg. Maint (CMB) d/b/a Innovative Maintenance

COMPETITIVE BID: Yes – April 13, 2016 (1st Advertisement)
May 25, 2016 (2nd Advertisement)

ANTICIPATED EXPENDITURE: \$31,500.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: To remove snow from walkways at the five (5) railroad stations.

PLEASE NOTE: This bid was advertised twice. The first advertisement produced no responding bidders. The second advertisement produced two (2) responding bidders.

WHEREAS, the Town solicited competitive bids for the purchase of SNOW & ICE REMOVAL FROM FIVE (5) RAILROAD STATIONS (BAY SHORE, ISLIP, GREAT RIVER, OAKDALE, SAYVILLE), CONTRACT #516-114 ; and

WHEREAS, on May 25, 2016 sealed bids were opened and Commercial Bldg. Maint. (CMB) d/b/a Innovative Maintenance, 200 Oak Drive, Syosset, NY 11791 submitted the apparent low dollar bid; and

WHEREAS, Commercial Bldg. Maint. (CMB) d/b/a Innovative Maintenance 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 Commercial Bldg. Maint. (CMB) d/b/a Innovative Maintenance in the amount of various prices for items A through E for Snow & Ice Removal from Five (5) Railroad Stations (Bay Shore, Islip, Great River, Oakdale, Sayville) for one (1) year from date of award with the Town's option to renew for two (2) additional years.

Upon a vote being taken, the result was:

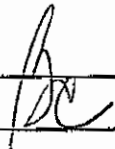
SNOW & ICE REMOVAL FROM
FIVE (5) RAILROAD
STATIONS (SIDEWALKS)

CONTRACT # 516-114

DATE: MAY 23, 2016

11:00 A.M.

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

BUDGET # A1670.4-4111 ESTIMATED AMOUNT \$31,500.00
COMPTROLLER'S APPROVAL  ACCOUNT TITLE Property Repair -RR Stations
(THIS BID WAS ADVERTISED TWICE)

NOLAN LANDSCAPING
104 EDGEWOOD ROAD
WISLIP NY 11795

SEE ATTACHED SHEETS

SITE SERVICES GROUP
1601 ARTIC AVE
BOHEMIA NY 11716

COASTAL CONTRACTING CORP
1-12 SCHWAB RD
MELVILLE NY 11747

COMMERCIAL BLDG MAINT (CMB)
d/b/a INNOVATIVE MAINTENANCE
200 OAK DRIVE
SYOSSET NY 11791


award - items A through E
SEE ATTACHED SHEETS

LEACH LANDSCAPE
173 NO MAIN ST SUITE 115
SAYVILLE NY 11782

GREENVELT LANDSCAPE
31 MJOFFIT BLVD
BAY SHORE NY 11706

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.
COMMISSIONER T. OWENS CONCURS.

SIGNED BY:


MICHAEL RAND
PURCHASING DIRECTOR

BARBARA MALTESE
PRINCIPAL CLERK

SNOW & ICE REMOVAL FROM	NOLAN	COMMERCIAL BLDG
SIDEWALKS AT FIVE (5)	LANDSCAPE & GARD	MAINT.
RAILROAD STATIONS		d/b/a INNOVATION
CONTRACT #516-114		MAINTENANCE
ITEM #		
A. BAY SHORE		
Primary Walks		
1. Per Occasion	\$1,535.00	\$1,225.00
2. Per Hour	\$2,535.00	\$350.00
Secondary Walks		
1. Per Occasion	\$3,135.00	\$875.00
2. Per Hour	\$2,131.25	\$1,000.00
B. ISLIP		
Primary Walks		
1. Per Occasion	\$2,535.00	\$1,225.00
2. Per Hour	\$2,525.00	\$350.00
Secondary Walks		
1. Per Occasion	\$1,162.50	\$875.00
2. Per Hour	\$885.00	\$1,000.00
C. GREAT RIVER		
Primary Walks		
1. Per Occasion	\$1,337.50	\$1,225.00
2. Per Hour	\$2,535.00	\$350.00
Secondary Walks		
1. Per Occasion	\$985.00	\$875.00
2. Per Hour	\$545.00	\$1,000.00
D. OAKDALE		
Primary Walks		
1. Per Occasion	\$1,795.00	\$1,225.00
2. Per Hour	\$2,535.00	\$350.00
Secondary Walks		
1. Per Occasion	\$1,755.00	\$875.00
2. Per Hour	\$1,055.50	\$1,000.00

	NOLAN	COMMERCIAL BLDG
	GARDENING & LAND	MAINT.
		d/b/a INNOVATION
E. SAYVILLE		MAINTENANCE
Primary Walks		
1. Per Occasion	\$1,355.25	\$1,225.00
2. Per Hour	\$2,535.00	\$350.00
Secondary Walks		
1. Per Occasion	\$775.00	\$875.00
2. Per Hour	\$575.00	\$1,000.00

s/snow & ice removal
tabulation May 25, 2016

NO: 8 LANDSCAPING PARTS & EQUIPMENT

BID PRICE: Various Prices as per Bid Items #1 A through H; 2 #1 through 5

LOWEST RESPONSIBLE BIDDER: Bay Shore Mower – Primary
Northeast Equipment – Secondary

COMPETITIVE BID: Yes – June 15, 2016

BUDGET ACCOUNT NUMBER: A 7110.4-4110; A7110.4-4120; A7111.2-2500;
A7111.4-1300; A7114.4-1300; A7115.4-1300;
A7115.4-4120; A7115.4-1300

ANTICIPATED EXPENDITURE: \$13,700.00

DEPARTMENT: Parks, Recreation & Cultural Affairs

JUSTIFICATION OF NEED: To provide parts to existing Town equipment and
to purchase equipment on an as needed basis.

WHEREAS, the Town solicited competitive bids for the purchase of LANDSCAPING PARTS & EQUIPMENT, CONTACT #616-39; and

WHEREAS, on June 15, 2016 sealed bids were opened and Bay Shore Mower, 1913 Union Blvd., Bay Shore, NY 11706 submitted the apparent low bid; and,

WHEREAS, Northeast Equipment, 554 Route 111, Townline Road, Hauppauge, NY 11788 submitted the apparent second lower bid; and

WHEREAS, Bay Shore Mower and Northeast Equipment have been determined to be responsible bidders; and

WHEREAS, the need for Landscaping Parts & Equipment is usually time sensitive where time is of the essence.

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 Bay Shore Mower, the lowest responsible bidder; and be it

RESOLVED, that the Town Board hereby award the contract to Northeast Equipment, the second lowest responsible bidder, to be used only in the event that Bay Shore Mower, the lowest responsible bidder, is unable to provide the items in the necessary time frame for a term of one (1) year from date of award with the Town's option to renew for two (2) additional years.

Upon a vote being taken, the result was:

LANDSCAPING PARTS
& EQUIPMENT

CONTRACT # 616-39

DATE: JUNE 15, 2016

11:00 A.M.

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

A7110.4-4110; A7110.4-4120; A7111.2-2500; A7111.4-1300;

A7114.4-1300; A7115.4-1300; A7115.4-4120; A7116.4-1300;

BUDGET # A1776.4-4120; A7117.4-1300; A7117.4-ESTIMATED AMOUNT \$13,700.00

4120

BAY SHORE MOWER
1913 UNION BLVD
BAY SHORE NY 11706

Primary award items 1A through H; 2 #1 through 5
SEE ATTACHED SHEET

NORTHEAST EQUIPMENT
554 ROUTE 111
TOWNLINE ROAD
HAUPPAUGE NY 11788

Secondary award items 1A through H; 2 #1 through
SEE ATTACHED SHEET

PARTSWAY INC
195 PARK AVE
BETHPAGE NY 11714

SEE ATTACHED SHEET

IT IS RECOMMENDED TO AWARD TO THE LOWEST RESPONSIBLE BIDDER AS INDICATED.
COMMISSIONER T. OWENS CONCURS.

SIGNED BY:

MICHAEL RAND
PURCHASING DIRECTOR

BARBARA MALTESE
PRINCIPAL CLERK

LANDSCAPING PARTS & EQUIPMENT	BAY SHORE MOWER	NORTHEAST EQUIPMENT	PARTSWAY
CONTRACT #616-39			
ITEM #			
1. LANDSCAPE EQUIPMENT			
A. Weed Whacker	\$288.00/FS100RX; \$272/BCZ 230TS	\$284.00/BC2230TS;\$249/525L	\$349.00
B. Backpack Blowers	\$432.00	\$418.00	\$549.00
C. Chain Saws	\$224.00/MS211; \$288.00/MS250	\$228/\$284/\$237/\$287.00	\$379.15
D. Pole Saws	\$479.00	\$484.00	\$683.00
E. Hedge Trimmers	\$408.00	\$418/24"; \$428/30"	NO BID
F. Push Mowers	\$249.00	\$268.00	\$339.00
G. Leaf Suckers	\$6,500.00	\$6,498.00	NO BID
H. Edger	\$899.00	\$458.00	NO BID
2. DISCOUNT OFF LIST PRICE			
1. 2-Cycle Oil	20%	30%	41%
2. Bars & Cains for Saws	20%	15%(Bars); 25%(Chains)	35.50%
3. Spark Plugs	20%	25%	40%
4. Heads & String for Weed Whackers	20%	10%(Head); 25%(String)	41%
5. Misc. Parts Needed to Repair Equip.	20%	15%	30%(Stens)
			41% (Oregon)
			25% (Gates)
			10% (Wacbro)
			1% (Rigid Hitch)
			25% (Carlisle Tire)

s/landscaping parts and equipment
2016 tab

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

No. 6

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Option Year Resolutions

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

Barbara Maltese

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

OPTION YEAR RESOLUTIONS
AUGUST 9, 2016

- | | | |
|----|---|--|
| 1. | COMPUTER & CONTINUOUS DATA PROCESSING FORMS | -Baldwin Bus. Sys., Inc
-Dynamic Printing |
| 2. | ROLL-OFF CONTAINERS | -J. C. Industries, Inc. |
| 3. | OVERHAULING, REPAIRS, ADJUSTMENTS TO ALLISON
AUTOMATIC TRANSMISSIONS | -Better Miles, Inc.
(PPrimary)
-Drive Train Truck
Parts (Secondary) |
| 4. | HYDRAULIC PUMP & MOTOR REPAIRS | -Deer Park Hydraulic |

NO: 1 COMPUTER & CONTINUOUS DATA PROCESSING FORMS

VENDORS: Baldwin Business Systems, Inc.
 Dynamic Printing

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$9,400.00

DEPARTMENT: Information Technology

JUSTIFICATION OF NEED: Forms are for payroll and AP checks and payroll sheets.

NO: 2 ROLL-OFF CONTAINERS

VENDOR: J. C. Industries, Inc.

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: Containers are used during clean-ups.

NO: 3

OVERHAULING, REPAIRS, ADJUSTMENTS TO ALLISON AUTOMATIC
TRANSMISSIONS

VENDORS: Better miles, Inc. (Primary)
Drive Train Truck Parts (Secondary)

OPTION: Two (2) years

ANTICIPATED EXPENDITURE: \$30,000.00

DEPARTMEBT: Resource Recovery

JUSTIFICATION OF NEED: Contract5 is needed to repair Agency refuse truck
transmissions.

NO: 4 HYDRAULIC PUMP & MOTOR REPAIRS

VENDOR: Deer Park Hydraulic

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$15,000.00

DEPARTMENT: Environmental Control

JUSTIFICATION OF NEED: All heavy equipment on site is operated with hydraulic pumps. Repairs are needed to avoid equipment downtime and to comply with NYSDEC Permit Conditions.

NO: 1 COMPUTER & CONTINUOUS DATA PROCESSING FORMS

VENDORS: Baldwin Business Systems, Inc.
 Dynamic Printing

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$9,400.00

DEPARTMENT: Information Technology

JUSTIFICATION OF NEED: Forms are for payroll and AP checks and payroll sheets.



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: S. Kosin, Director Information Technology

FROM: M. Rand, Town Purchasing Director

DATE: July 5, 2016

RE: Computer & Continuous Data Processing Forms, Contract #515-09

The option year for the above mentioned contract is August 25, 2016..

Please indicate below your intentions:

We agree with extending the referenced contract

We do not wish to extend this contract

We request that the service/commodity be re-bid

SIGNED

WHEREAS, by a Town Board resolution adopted August 25, 2015, Contract #515-09 for COMPUTER & CONTINUOUS DATA PROCESSING FORMS was awarded to Baldwin Business Systems, Inc., 2805 Veterans Memorial Hwy., Suite 1, Ronkonkoma, NY 11779 and Dynamic Printing, 69 Carleton Ave., Central Islip, NY 11722 the lowest responsible bidders.

WHEREAS, said contract was for a period of one (1) year from date of award with an option to renew for an additional one (1) year period.

WHEREAS, the Director of Information Technology has recommended that the Town exercise the option to renew this contract for the one (1) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the option to renew the contract with Baldwin Business Systems, Inc. and Dynamic Printing (Contract #515-09) for the one (1) year period.

Upon a vote being taken, the result was:

WHEREAS, the Town solicited competitive bids for the purchase of
COMPUTER & CONTINUOUS DATA PROCESSING FORMS, CONTRACT #515-09,
and

WHEREAS, on May 20, 2015 sealed bids were opened and Baldwin Business
Systems, 2805 Veterans Memorial Hwy., Suite 1, Ronkonkoma, NY 11779 and Dynamic
Printing, 69 Carleton Ave., Central Islip, NY 11722 submitted the apparent low dollar
bids; and

WHEREAS, Baldwin Business Systems and Dynamic Printing have been
determined to be responsible bidders.

NOW, THEREFORE, on a motion of Councilperson Trish Bergin Weichbrodt
seconded by Councilperson John C. Cochrane, Jr. , be it

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

Baldwin Business System: items #B, C

Dynamic Printing - items #A

for Computer & Continuous Data Processing Forms for a period of one (1) year from date of
award with the Town's option to renew for one (1) additional year.

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

NO: 2 ROLL-OFF CONTAINERS

VENDOR: J. C. Industries, Inc.

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$10,000.00

DEPARTMENT: Public Works

JUSTIFICATION OF NEED: Containers are used during clean-ups.



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: T. Owens, Commissioner Public Works

FROM: M. Rand, Town Purchasing Director

DATE: July 5, 2016

RE: Roll-Off Containers, Contract #515-153

The option year for the above mentioned contract is August 25, 2016.

Please indicate below your intentions:

We agree with extending the referenced contract

☒

We do not wish to extend this contract

☐

We request that the service/commodity be re-bid

☐

SIGNED

WHEREAS, by a Town Board resolution adopted August 25, 2015, Contract #515-153 for ROLL-OFF CONTAINERS was awarded to J. C. Industries, Inc., 89 Eads St., W. Babylon, NY 11704, the lowest responsible bidder.

WHEREAS, said contract was for a period of one (1) year with an option to renew for the one (1) year period.

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

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

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the option to renew the contract with J. C. Industries, Inc. (Contract #515-153) for Roll-Off Containers for the one (1) year period.

Upon a vote being taken, the result was:

WHEREAS, the Town solicited competitive bids for the purchase of ROLL-OFF CONTAINERS, CONTRACT #515-153, and

WHEREAS, on May 20, 2015 sealed bids were opened and J. C. Industries, Inc., 89 Eads St., W. Babylon, NY 11704 submitted the apparent low dollar bid; and

WHEREAS, J. C. Industries, Inc., has been determined to be a responsible bidder.

NOW, THEREFORE, on a motion of Councilperson Trish Bergin Weichbrodt seconded by Councilperson John G. Cochrane, Jr, be it

RESOLVED, that the Town Board of the Town of Islip hereby award the contract to J. C. Industries, Inc. in the amount of: A.1. \$5,244.00/ea. (20 cu. yd.); 2. \$6,914.00/ea. (30 cu. yd.); 3. \$6,754.00/ea. (40 cu. yd.); B. 10% (Discount parts) for Roll-Off Containers for a period of one (1) year from date of award with the Town's option to renew for one (1) additional year.

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

NO: 3

OVERHAULING, REPAIRS, ADJUSTMENTS TO ALLISON AUTOMATIC TRANSMISSIONS

VENDORS: Better miles, Inc. (Primary)
Drive Train Truck Parts (Secondary)

OPTION: Two (2) years

ANTICIPATED EXPENDITURE: \$30,000.00

DEPARTMEBT: Resource Recovery

JUSTIFICATION OF NEED: Contract5 is needed to repair Agency refuse truck transmissions.



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: J. Heil, President Resource Recovery

FROM: M. Rand, Town Purchasing Director

DATE: July 5, 2016

RE: Overhauling, Repairs, Adjustments to Allison Automatic Transmissions, Contract #714-229

The option year for the above mentioned contract is August 26, 2016.

Please indicate below your intentions:

We agree with extending the referenced contract

We do not wish to extend this contract

We request that the service/commodity be re-bid

SIGNED

WHEREAS, by a Town Board resolution adopted August 26, 2014, Contract #714-229 for OVERHAULING, REPAIRS, ADJUSTMENTS TO ALLISON AUTOMATIC TRANSMISSIONS was awarded to Better Miles, Inc., 100 Gardiner Ave., Levittown, NY 11756, as primary and Drive Train Truck Parts, 763 Blue Point Rd., Hotlsville, NY 11742, as secondary vendors, the lowest responsible bidders.

WHEREAS, said contract was for a period of two (2) years with an option to renew for a two (2) year period.

WHEREAS, the President of Resource Recovery has recommended that the Town exercise the option to renew this contract for Overhauling, Repairs, Adjustments to Allison Automatic Transmissions for the two (2) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the option to renew the contract with Better Miles, Inc. (primary) and Drive Train Truck Parts (secondary), (Contract #714-229) for the two (2) year period.

Upon a vote being taken, the result was:

WHEREAS, the Town solicited competitive bids for the purchase of OVERHAULING, REPAIRS, ADJUSTMENTS TO ALLISON AUTOMATIC TRANSMISSIONS, CONTRACT #714-229, and

WHEREAS, on July 16, 2014 sealed bids were opened and Better Miles, Inc., 100 Gardiner Ave., Levittown, NY 11756 submitted the apparent lowest dollar bid; and

WHEREAS, the bid contains a requirement that the successful vendor be located within twenty (20) miles from the facility; and

WHEREAS, Better Miles, Inc. is located within approximately twenty-four (24) miles of the facility; and

WHEREAS, the Town of Islip has waived the mileage requirement in the past for this particular bid; and

WHEREAS, the distance difference is insignificant and the dollar difference between the lowest bid and the second lowest bid is significant; and

WHEREAS, Islip Resource Recovery Agency believes it to be in the best interest of the Town and recommends the Town Board waive the mileage requirement of the bid; and

WHEREAS, the bid further provides under "Special Terms and Conditions", paragraph E that contracts will be awarded to a primary and secondary low bidder; and

WHEREAS, Drive Train Truck Parts, 763 Blue Point Rd., Holtsville, NY 11742 submitted the second lowest dollar bid; and

WHEREAS, both Better Miles, Inc., as primary vendor and Drive Train Truck Parts, as secondary vendor have been determined to be responsible bidders.

NOW, THEREFORE, on a motion of Councilman John C. Cochrane, Jr.
seconded by Councilman Steven J. Flotteron , be it

RESOLVED, that the Town Board of the Town of Islip waives the mileage requirement and hereby awarded the contract to Better Miles, Inc., as primary vendor, the lowest responsible bidder, for a term of one (1) year from date of award with the Town's option to renew for two (2) additional years; and be it

FURTHER RESOLVED, that the Town Board of the Town of Islip hereby awards the bid to Drive Train Truck Parts, as secondary vendor, the second lowest responsible bidder, to be used only in the event that Better Miles, Inc., the primary vendor fails to adhere to any terms and conditions set forth in the bid and specifications for a term of one (1) year from date of award with the Town's option to renew for two (2) additional years.

Upon a vote being taken, the result was; 4-0 with Councilwoman Trish Bergin Weichbrodt
absent.

NO: 4 HYDRAULIC PUMP & MOTOR REPAIRS

VENDOR: Deer Park Hydraulic

OPTION: One (1) year

ANTICIPATED EXPENDITURE: \$15,000.00

DEPARTMENT: Environmental Control

JUSTIFICATION OF NEED: All heavy equipment on site is operated with hydraulic pumps. Repairs are needed to avoid equipment downtime and to comply with NYSDEC Permit Conditions.



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: James Heil, Comm. Environmental Control
FROM: Barbara Maltese *B. Maltese*
DATE: March 31, 2016
RE: HYDRAULIC PUMP & MOTOR REPAIRS, CONTRACT #415-07

The option year for the above mentioned contract is May 26, 2016. 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

James Heil

WHEREAS, by a Town Board resolution adopted May 26, 2015, Contract #415-107 for HYRAULIC PUMP & MOTOR REPAIRS was awarded to Deer Park Hydraulic, 12 Evergreen Pl., Deer Park, NY 11729, the lowest responsible bidder.

WHEREAS, said contract was for a period of one (1) year with an option to renew for a one (1) year period.

WHEREAS, the Commissioner of Environmental Control has recommended that the Town exercise the option to renew this contract for the one (1) year period.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the option to renew the contract with Deer Park Hydraulic (Contract #415-107) for the one (1) year period.

Upon a vote being taken, the result was:

WHEREAS, the Town solicited competitive bids for the purchase of HYDRAULIC PUMP & MOTOR REPAIRS, CONTRACT #415-107, and

WHEREAS, on April 15, 2015 sealed bids were opened and Deer Park Hydraulic, 12 Evergreen Pl., Deer Park, NY 11729 submitted the apparent low dollar bid; and

WHEREAS, Deer Park Hydraulic has been determined to be a responsible bidder.

NOW, THEREFORE, on a motion of Council Trish Bergin Weichbrodt seconded by Council Anthony S. Senft, Jr. , be it

RESOLVED, that the Town Board of the Town of Islip hereby awarded the contract to Deer Park Hydraulic in the amount of various prices as per bid items #A1 through B3 for Hydraulic Pump & Motor Repairs for a period of one (1) year from date of award with the Town's option to renew for one (1) additional year.

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

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

No. 7

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a contract extension with FPM Group, Ltd., to provide professional and technical services for monitoring, sampling and reporting of Greenhouse Gas, Landfill Gas and Volatile Organic Compounds at the Sonia Road Landfill.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

James Heil

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town of Islip

**Sponsor's Memorandum
for Town Board Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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.

Authorizing the Supervisor to enter into a Contract extension for 2017 and 2018 with FPM Group, Ltd., to provide Professional and Technical Services for Monitoring, Sampling, and Reporting of Greenhouse Gas (GHG), Landfill Gas (LFG), and Volatile Organic Compounds (VOC's) at the Sonia Road Landfill.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

FPM Group, Ltd., 909 Marconi Avenue, Ronkonkoma, NY 11779

2. Site or Location effected by resolution:

Sonia Road Landfill

3. Cost:\$ 40,736.28

4. Budget Line: A 8169.44271 (Outside Professional - Sampling)

5. Amount and source of outside funding:

N/A

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐ Yes under Section I, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒ No under Section II, Sub._____, Number_____ of the Town of Islip 617 Check List, no environmental review is required.

July 28, 2016

Signature of Commissioner/Department Head Sponsor:

Date:

August 9, 2016

AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT EXTENSION FOR 2017 and 2018 WITH FPM GROUP, LTD., TO PROVIDE PROFESSIONAL AND TECHNICAL SERVICES FOR MONITORING, SAMPLING, AND REPORTING OF GREENHOUSE GAS (GHG), LANDFILL GAS (LFG), AND VOLATILE ORGANIC COMPOUNDS (VOC'S) AT THE SONIA ROAD LANDFILL.

WHEREAS the Town of Islip owns and operates an integrated Solid Waste Management System, and;

WHEREAS the system includes both active and inactive landfill systems, and;

WHEREAS the Town of Islip owns and operates the Sonia Road Landfill; and

WHEREAS the New York State Department of Environmental Conservation (NYSDEC) requires the monitoring, sampling and reporting of Gas Migration Control Systems; and

WHEREAS FPM Group, Ltd., has performed exceptionally well with the above-referenced tasks, as well as additional reporting requirements mandated by the NYSDEC and other regulatory agencies; and

WHEREAS the Town of Islip had previously entered into a contract with FPM Group, Ltd to perform the above tasks at the Sonia Road Landfill for the years 2014 through December 31, 2016; and now wishes to exercise the extension clause of the Contract for an additional one (1), two (2) year term;

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

RESOLVED, that a contract extension be authorized between the Town of Islip and FPM Group, Ltd., 909 Marconi Avenue, Ronkonkoma, NY for the monitoring, sampling, and reporting of Greenhouse Gas (GHG), Landfill Gas (LFG), and Volatile Organic Compounds (VOC's) at the Sonia Road Landfill; for a total contact amount of \$40,736.28. The total for 2017 will be \$20,301.40; the total for 2018 will be \$20,434.88.

UPON A VOTE being taken, the result was _____.

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

No. 8

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a contract with Island Structures Engineering, P.C. for the provision of Professional Engineering/ Architectural Design Services for the Planning, Development and Preliminary Design for a new Animal Shelter facility. Services to include: Preliminary Design and Development Phases, Soil Boring and Surveying.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

James Heil

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town of Islip

**Sponsor's Memorandum
for Town Board Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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.

Authorizing the Supervisor to enter into a Contract with Island Structures Engineering, PC., for the provision of Professional Engineering/Architectural Services for the Planning, Development and Preliminary Design for a new Animal Shelter facility. Services to include: Preliminary Design and Development Phases, Soil Boring, and Surveying.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Island Structures Engineering, PC., 319 Sunrise Highway, West Islip, NY 11795

2. Site or Location effected by resolution:

Proposed, New Animal Shelter Facility to be located at the Town DPW Highway Yard, Central Islip, NY

3. Cost:\$ 47,150.00

4. Budget Line: A 3510.45000 (Outside Professional)

5. Amount and source of outside funding:

N/A

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐ Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒ No under Section II, Sub._____, Number _____ of the Town of Islip 617 Check List, no environmental review is required.

July 28, 2016

Signature of Commissioner/Department Head Sponsor:

Date:

August 9, 2016

AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH ISLAND STRUCTURES ENGINEERING, P.C. FOR THE PROVISION OF PROFESSIONAL ENGINEERING/ARCHITECTURAL DESIGN SERVICES FOR THE PLANNING, DEVELOPMENT AND PRELIMINARY DESIGN FOR A NEW ANIMAL SHELTER FACILITY. SERVICES TO INCLUDE: PRELIMINARY DESIGN AND DEVELOPMENT PHASES, SOIL BORING AND SURVEYING.

WHEREAS a "Request for Proposals" (RFP) was issued by the Islip Resource Recovery Agency, in cooperation with the Town of Islip Department of Environmental Control, whereby; the Agency solicited for Professional Consulting Engineering/Architectural Design Services for the Planning, Development and Preliminary Design of a new Animal Shelter Facility; and

WHEREAS after careful review and consideration, it is recommended to award this contract to Island Structures Engineering, P.C; whose Proposal and Scope-of Work provides for: Preliminary Design and Design Development, Soil Boring, and Surveying; and

WHEREAS Island Structures Engineering, P.C. had previously performed an Engineering Evaluation of the existing facility, and this past knowledge will provide a great asset in the planning of a new facility; now

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

RESOLVED that the Supervisor is authorized to enter into a contract between the Town of Islip and Island Structures Engineering, P.C., located at 325 Sunrise Highway, West Islip, NY 11795 for Professional Engineering/Architectural Design Services for the Planning, Development, and Preliminary Design for a new Animal Shelter Facility; in the amount of \$47,150.00; and be it

FURTHER RESOLVED that this project will be under the direct supervision of the Islip Resource Recovery Agency's Chief Engineer; and be it

FURTHER RESOLVED, that the Comptroller is hereby authorized to make any and all accounting or budget adjustments to facilitate the above.

UPON A VOTE being taken, the result was: _____.



Memorandum

To: James Heil, President IRRA

From: Anthony Varrichio, P.E., Chief Engineer

Date: July 25, 2016

Re: Contract Extension for Professional Engineering Services for sampling, recording and reporting landfill gas at the Sonia Road Landfill.

The current contract with FPM Engineering Group currently performing The Landfill Gas Monitoring at the Sonia Road Landfill will come to term December 31, 2016.

The attached proposal from FPM Engineering Group was received and reviewed and found reasonable and acceptable and therefore it is recommended to extend the contract in accordance with the existing contract for the next two years as follows:

2017	2018
\$20,301.40	\$20,434.88

Please have the Secretary prepare a resolution authorizing the Supervisor to extend the contract for the years 2017 and 2018 for a total of \$40,736.28



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

No. 9

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to apply for and accept grant funding from the New York State Environmental Protection Fund to offset unexpected Municipal costs for the collection and disposal of Electronic Waste (E-Waste).

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

James Heil

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town of Islip

Sponsor's Memorandum for Town Board Resolution

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled meeting.

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

Resolution authorizing the Town of Islip (the Town) to apply for and accept grant funding, in an amount to be determined, from the New York State Environmental Protection Fund to offset unexpected Municipal costs for the collection and disposal of Residential Electronic Waste (E-Waste).

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Town of Islip

2. Site or Location effected by resolution:

Multi-Purpose Recycling Facility (MRF)

3. Cost:\$ N/A

4. Budget Line: N/A

5. Amount and source of outside funding:

N/A

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐ Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒ No under Section II. Sub. _____, Number _____ of the Town of Islip 617 Check List, no environmental review is required.

July 28, 2016

Signature of Commissioner/Department Head Sponsor:

Date:

August 9, 2016

RESOLUTION AUTHORIZING THE TOWN OF ISLIP TO APPLY FOR AND ACCEPT GRANT FUNDING, IN AN AMOUNT TO BE DETERMINED, FROM THE NEW YORK STATE ENVIRONMENTAL PROTECTION FUND TO OFFSET UNEXPECTED MUNICIPAL COSTS FOR THE COLLECTION AND DISPOSAL OF ELECTRONIC WASTE (E-WASTE)

WHEREAS the Town of Islip (hereinafter "the Town") collects Residential E-Waste both Curbside and through the Town's Household Hazardous Waste Program; and

WHEREAS the aforementioned grant funding would be utilized to offset unexpected costs to the Town to collect and dispose of Electronic Waste (E-Waste); and

WHEREAS the Town, by applying for the aforementioned grant, will not incur any additional costs for participating in this 50% reimbursement grant program, as the Town is required to properly dispose of E-Waste; now

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

RESOLVED that the Town of Islip is authorized to apply for and accept grant funding (in an amount to be determined) from the New York State Environmental Protection Fund to offset unexpected costs for the collection and disposal of Electronic Waste (E-Waste) in the Town of Islip; and

RESOLVED that the Supervisor or her designee is authorized to execute any agreements for the grant; and be it further

RESOLVED that the Commissioner of DEC, or his designee, is authorized to submit all necessary documentation to obtain the grant and to comply with reporting requirements associated with the grant; and be it further

RESOLVED that the Comptroller is hereby authorized to make any and all budgetary adjustments and accounting entries to facilitate the acceptance of this grant funding.

Upon a vote being taken, the result was _____

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

No. 10

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Meeting of the Town of Islip Resource Recovery Agency

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

James Heil

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF



ISLIP RESOURCE RECOVERY AGENCY

August 9, 2016

1. Call the Meeting of the Islip Resource Recovery Agency to Order.
2. Approval of the minutes for the July 12, 2016 Agency Board Meeting.
3. Resolution authorizing the President to enter into a contract extension for 2017 and 2018 with FPM Group, Ltd., to provide Professional and Technical Services for Monitoring, Sampling, and Reporting of Greenhouse Gas (GHG), Landfill Gas (LFG), and Volatile Organic Compounds (VOC's) at the Blydenburgh Road and Lincoln Avenue Landfills.
4. Resolution authorizing the President to enter into a contract extension between the Islip Resource Recovery Agency (the Agency) and R&C Formation, Ltd., for Professional Services related to the Monitoring, Analysis and Reporting of Groundwater at the Lincoln Avenue Landfill.
5. Other Business
6. Adjournment





ISLIP RESOURCE RECOVERY AGENCY

July 12, 2016

On a motion of Mr. Cochrane, seconded by Mr. Flotteron, a Meeting of the Islip Resource Recovery Agency was convened at 2:43 P.M. in the Town Board Room of Islip Town Hall, 655 Main Street, Islip, NY 11751. A Quorum was present for this Agency Board Meeting.

DIRECTORS PRESENT

Angie M. Carpenter
Steven J. Flotteron
Trish Bergin-Weichbrodt
John C. Cochrane, Jr.
Mary Kate Mullen

OFFICERS PRESENT


James H. Heil, P.E., President
Catherine L. Barberine, Secretary

On a motion of Ms. Mullen, seconded by Mr. Cochrane, and unanimously approved; the minutes from the June 28, 2016 Agency Board Meeting were approved.

On a motion of Ms. Bergin-Weichbrodt, seconded by Ms. Mullen, and unanimously approved; a Resolution was passed authorizing the President to enter into a Contract between the Agency and McNeil Sales and Service, Inc., for Flare Stack Repairs at the Blydenburgh Road Landfill Complex.

There being no further business to come before the Board, the meeting was adjourned on a motion of Mr. Cochrane, seconded by Ms. Mullen; and unanimously approved.

Respectfully submitted,


Catherine L. Barberine
Secretary

clb



AUTHORIZING THE PRESIDENT TO ENTER INTO A CONTRACT EXTENSION FOR 2017 and 2018 WITH FPM GROUP, LTD., TO PROVIDE PROFESSIONAL AND TECHNICAL SERVICES FOR MONITORING, SAMPLING, AND REPORTING OF GREENHOUSE GAS (GHG), LANDFILL GAS (LFG), AND VOLATILE ORGANIC COMPOUNDS (VOC'S) AT THE BLYDENBURGH ROAD AND LINCOLN AVENUE LANDFILLS.

WHEREAS the Agency owns and operates an integrated Solid Waste Management System, and;

WHEREAS the system includes both active and inactive landfill systems, and;

WHEREAS the Agency owns and operates both the Blydenburgh Road Landfill Complex and the former Lincoln Avenue Landfill; and

WHEREAS the New York State Department of Environmental Conservation (NYSDEC) requires the monitoring, sampling and reporting of Gas Migration Control Systems; and

WHEREAS the Islip Resource Recovery Agency had previously entered into a contract with FPM Group, Ltd., to perform the above-referenced tasks at the Blydenburgh Road and Lincoln Avenue Landfills for the years 2014 through December 31, 2016; and now wishes to exercise the extension clause of the contract for an additional one (1), two (2) year term; and

WHEREAS FPM Group, Ltd., has performed exceptionally well with the above-referenced tasks, as well as additional reporting requirements mandated by the NYSDEC and other regulatory agencies;

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

RESOLVED, that a contract extension be authorized between the Agency and FPM Group, Ltd., 909 Marconi Avenue, Ronkonkoma, NY 11779, for the monitoring, sampling, and reporting of Greenhouse Gas (GHG), Landfill Gas, and Volatile Organic Compounds (VOC's) at the Blydenburgh Road and Lincoln Avenue Landfills. Total contract amount for the Blydenburgh Landfill for 2017 and 2018 will be \$101,540.23 and for the Lincoln Avenue Landfill the total amount for 2017 and 2018 will be \$42,354.56. The total contract amount for both sites will be \$143,894.79.

UPON A VOTE being taken, the result was _____.

Islip Resource Recovery Agency

Sponsor's Memorandum for Agency Board Resolution

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled meeting.

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

Resolution authorizing the President to enter into a contract extension for 2017 and 2018 with FPM Group, Ltd., to provide Professional and Technical Services for Monitoring, Sampling, and Reporting of Greenhouse Gas (GHG), Landfill Gas (LFG), and Volatile Organic Compounds (VOC's) at the Blydenburgh Road and Lincoln Avenue Landfills.

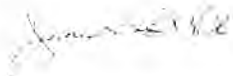
Specify Where Applicable:

1. Entity or individual benefitted by resolution: **FPM Group, Ltd., 909 Marconi Avenue, Ronkonkoma, NY 11779**
2. Site or Location effected by resolution: **Blydenburgh Road and Lincoln Avenue Landfills**
3. Cost: **\$143,894.79**
4. Budget Line: **ZR02 1020.45005 – Blydenburgh (Consulting Fees)**
ZR02 1020.45004 – Lincoln Avenue (Consulting – WRAP Center)
5. Amount and source of outside funding: **N/A**

Environmental Impact: Is this action subject to a SEQR environmental review?

_____ Yes under Section I, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

 X No under Section II, Sub. _____, Number _____ of the Town of Islip 617 Check List, no environmental review is required



James H. Heil, P.E., President

Signature of Agency President:

Date: July 28, 2016



Memorandum

To: James Heil, President IRRA

From: Anthony Varrichio, P.E., Chief Engineer

Date: July 25, 2016

Re: Contract Extension for Profession Engineering services for sampling, recording and reporting landfill gas at Blydenburgh and Lincoln Avenue Landfills.

In accordance with the current contract with FPM Engineering Group; the Agency can extend the existing contract that comes to term December 31, 2016.

Attached is a copy of a cost proposal to continue the subject work for the years 2017 and 2018 as follows:

Site	2017	2018	Total
Blydenburgh	\$ 50,152.23	\$ 51,388	\$ 101,540.23
Lincoln Avenue	\$ 21,095.75	\$ 21,258.81	\$ 42,354.56
			\$ 186,248.25

After receiving the proposal it is found to be reasonable and it is recommended to extend the contract for the year 2017 and 2018 for the amount of \$186,248.25.

Please have the Secretary prepare a resolution authorizing the President to extend the contract for LFG Monitoring and Reporting for the years 2017, and 2018 for the total of \$186,248.25



Islip Resource Recovery Agency

**Sponsor's Memorandum
for Agency Board Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled meeting.

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

Resolution authorizing the President to enter into a Contract extension between the Islip Resource Recovery Agency (Agency) and R&C Formation, Ltd., for Professional Services related to the Monitoring, Analysis and Reporting of Groundwater at the Lincoln Avenue Landfill

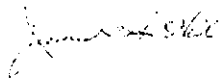
Specify Where Applicable:

1. Entity or individual benefitted by resolution: **R&C Formation, Ltd., 171 Deer Park Avenue, Suite 3, Babylon, NY 11702**
2. Site or Location effected by resolution: **Lincoln Avenue Landfill**
3. Cost: **\$56,880.00**
4. Budget Line: **ZR02 1020.45000 (Outside Professional)**
5. Amount and source of outside funding: **N/A**

Environmental Impact: Is this action subject to a SEQR environmental review?

_____ Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

 X No under Section II, Sub. _____, Number _____ of the Town of Islip 617 Check List, no environmental review is required



James H. Heil, P.E., President

Signature of Agency President:

Date: July 28, 2016

August 9, 2016

AUTHORIZING THE PRESIDENT TO ENTER INTO A CONTRACT EXTENSION BETWEEN THE AGENCY AND R&C FORMATION, LTD. FOR PROFESSIONAL SERVICES RELATED TO THE MONITORING, ANALYSIS AND REPORTING OF GROUNDWATER AT THE LINCOLN AVENUE LANDFILL

WHEREAS the Agency owns and operates the Lincoln Avenue Landfill, and;

WHEREAS the New York State Department of Environmental Conservation (NYSDEC) by Order on Consent mandated that the Lincoln Avenue Landfill be capped and closed and subsequently mandated that Semi-Annual Groundwater Monitoring and Reporting continue to be performed at this site, and;

WHEREAS R&C Formation, Ltd., has been performing the above-referenced services at the Lincoln Avenue Landfill since 2014. The existing Contract provides for a one (1) two (2) year extension clause, which the Agency wishes to exercise for 2017 and 2018; now

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

RESOLVED, that the President is authorized to extend the existing contract between the Agency and R&C Formation, Ltd., 171 Deer Park Avenue, Suite 3, Babylon, NY 11702, to provide Groundwater Monitoring, Analysis and Reporting for an additional one (1), two (2) year term; for the years 2017 and 2018, at the Lincoln Avenue Landfill. The cost for 2017 will be \$18,440.00; the cost for 2018 will be \$18,440.00; the total contract amount will be \$56,880.00; and be it

FURTHER RESOLVED, that the above costs will also include an allowance of \$20,000 for the installation of two (2) wells that were removed during the capping of the Landfill, and may be required by the NYSDEC.

UPON A VOTE being taken, the result was _____

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

No. 11

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, 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 ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

Peter Kletchka

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

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

INSTRUCTION: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items should be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 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 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

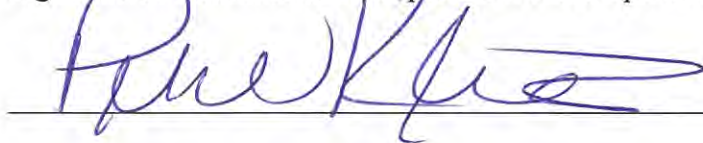
ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub A, Number _____, of Town of Islip 617
Check List, an environmental review is required.

_____x_____ No under Section II, Sub A, Number 6, of Town of Islip 617
Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:

Date



7/26/16

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
DELETE**

INTERSECTION	SIGN	CONTROLLING TRAFFIC
Church Street at Walnut Avenue (BHM)	Stop	North/South on Walnut Avenue

**SCHEDULE G
STOP AND YIELD INTERSECTIONS
ADD**

INTERSECTION	SIGN	CONTROLLING TRAFFIC
Chanel Drive at Par Lane South (BWD)	Stop	South on Par Lane South
Par Lane at Pandora Drive (BWD)	Stop	South on Par Lane
Quail Drive at Par Lane North (BWD)	Stop	North on Par Lane North

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

LOCATION	REGULATION	HOURS/DAYS
Sycamore Avenue/East From 1,220 feet north of Westwind Drive to Pond Road (BHM)	No parking	

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: CHURCH STREET AT WALNUT AVENUE, BOHEMIA

REGULATION: Existing - stop signs control traffic north/south on Walnut Avenue

REQUESTED BY: Resident

RECOMMENDATION: Delete ordinance because intersection is signalized

BRIEF JUSTIFICATION: Update Code Book

LOCATION: CHANEL DRIVE AT PAR LANE SOUTH, BRENTWOOD

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Install stop sign to control traffic southbound on Par Lane South

BRIEF JUSTIFICATION: Side street stop

LOCATION: PAR LANE AT PANDORA DRIVE, BRENTWOOD

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Install stop sign to control traffic southbound on Par Lane

BRIEF JUSTIFICATION: Side street stop

TRAFFIC CODE AMENDMENT SUMMATIONS

LOCATION: QUAIL DRIVE AT PAR LANE NORTH, BRENTWOOD

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Install stop sign to control traffic northbound on Par Lane North

BRIEF JUSTIFICATION: Side street stop

LOCATION: SYCAMORE AVENUE/EAST, BOHEMIA

REGULATION: None

REQUESTED BY: Resident

RECOMMENDATION: Install "No Parking" signs to restrict parking from 1,220 feet north of Westwind Drive to Pond Road

BRIEF JUSTIFICATION: Elimination of parking from nearby school

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

No. 12

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a contract with Sipala Landscape Services (the lowest responsible bidder) for Contract DPD 3-16, "2016-2018 Town Wide Street Trees".

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

Christopher Poelker

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

TOWN OF ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a Sponsor's Memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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.

This Resolution authorizes the Supervisor to enter into contract with Sipala Landscape Services (the lowest responsible bidder) for **Contract No. DPD 3-16, 2016-2018 Town Wide Street Trees.**

SPECIFY WHERE APPLICABLE:

1. Entity or Individual benefitted by resolution: The Town
 2. Site or location effected by resolution: Various locations around the Town.
 3. Cost: Total: \$177,410.00
 4. Budget Line: H8020.30662- \$25,000, H8020.30517- \$50,000, H13.8020.30512- \$52,410 and Capitol Budget 2016- \$50,000
 5. Amount and source of outside funding:
-

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

____ YES - Under Section 1, Sub. _____ Number _____ of Town of Islip 617.5 Check List, an environmental review is required. All regulatory permits will be procured prior to construction.

X NO - Under Section II, Sub. C Number 6 of Town of Islip 617.5 Check List, no environmental review is required.

Signature of Sponsor: _____

Christopher H. Poelker, P.E., Town Engineer

Date: _____

CHP:ms

Resolution:

Date:

WHEREAS, plans and specifications entitled 2016-2018 Town Wide Street Trees, Contract No. DPD 3-16 were prepared and the project was advertised for public bid, and

WHEREAS, bids were opened on June 23, 2016, and

WHEREAS, upon review of the bids, Sipala Landscape Services, 8 Mac Niece Place, Dix Hills, NY 11746, was the low dollar bidder with a bid of \$177,410.00, and

WHEREAS, Sipala Landscape Services has been determined to be a responsible bidder, and

WHEREAS, the Commissioner of Planning and Development, Ron Meyer, and the Town Engineer, Christopher H. Poelker, P.E. recommend approval of this resolution, and

WHEREAS, there has been a determination of no significant environmental impact:

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

RESOLVED that the Supervisor is authorized to enter into contract with Sipala Landscape Services (the lowest responsible bidder) for a term of two (2) years with the option to extend the term for an additional two (2) years, via separate one (1) year renewals, for Contract DPD 3-16, 2016-2018 Town Wide Street Trees, in the amount of \$177,410.00,

IT IS FURTHER RESOLVED THAT, the Comptroller is hereby authorized to make any and all necessary changes to the budget as needed in order to effectuate this contract.

UPON a vote being taken the result was:

BID ANALYSIS

2016-2018 Town Wide Street Trees
Contract No. DPD 3-16
Bid Date: June 23, 2016

<u>Contractor Name</u>	<u>Total Bid</u>
Sipala Landscaping Services	\$177,410.00
Louis Barbato Landscaping	\$211,575.00
Coastal Contracting Corp.	\$319,000.00

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

No. 13

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, 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 ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

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

August 9, 2016

1. Meeting called to order;
2. Approval of the minutes from July 12, 2016 meeting of Islip Foreign Trade Zone Board;
3. The Town of Islip Foreign Trade Zone Authority is requesting authorization to enter into a sub-lease with Trade Plaza V, LLC for property within the FTZ with an address of 151 Trade Zone Drive, Ronkonkoma, New York 11779;
4. Adjournment;



TOWN OF ISLIP
FOREIGN TRADE ZONE AUTHORITY

Brad Hemingway
Executive Director

Jaime Martinez
Deputy Director

July 12, 2016

The Town of Islip Foreign Trade Zone Authority has four items on the agenda.

Item number one is a meeting of the Town of Islip Foreign Trade Zone Authority. The meeting was called to order at 2:30 P.M., on motion by Angie Carpenter, seconded by John Cochrane Jr., and unanimously approved, at Islip Town Hall, 655 Main St., Islip NY.

Board Members Present

Steven Flotteron
Trish Bergin Weichbrodt
John Cochrane Jr.
Mary Kate Mullen

Officers Present

Angie M. Carpenter, Chair
Thomas Hemingway III, Executive Director
Jaime Martinez, Treasurer
Shelly LaRose-Arken, VP and Secretary
(Appointed 7/12/16)

Item number two is approval of the minutes from previous Town of Islip Foreign Trade Zone Board meeting on June 7, 2016. Motion to approve the minutes made by Steven Flotteron, seconded by John Cochrane Jr. and approved by all.

Item number three is authorization for the Town of Islip Foreign Trade Zone Authority to enter into an agreement with the County of Suffolk for the purpose of operating Foreign-Trade Zone #52. With no questions asked a motion to approve said agreement was made by Steven Flotteron, seconded by Trish Bergin Weichbrodt and approved by all.

With no further business, **item number four** is adjournment of the Foreign Trade Zone Board meeting. On a motion by John Cochrane Jr., seconded by Trish Bergin Weichbrodt and unanimously approved. The meeting was adjourned at 2:31 P.M.

Jaime Martinez, Treasurer

**TOWN of ISLIP
FOREIGN TRADE ZONE
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS**

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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 Town of Islip Foreign Trade Zone Authority is requesting authorization to enter into a sub-lease with Trade Plaza V, LLC for property within the FTZ with an address of 151 Trade Zone Drive, Ronkonkoma, New York 11779.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip Foreign Trade Zone Authority
2. Site or location effected by resolution: 1 Trade Zone Drive, Ronkonkoma, NY 11779
3. Cost: NA
4. Budget Line: NA
5. Amount and source of outside funding: NA

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A., Number ____ of Town of Islip 617 Check List, an environmental review is required.

_____ X No under Section II, Sub. ____, Number ____ of Town of Islip 617 Check List, no environmental review is required.

Not an Action within SEQRA



Signature of Commissioner/Department Head Sponsor.

July 26, 2016
Date

August 9, 2016

WHEREAS, the Town of Islip is the owner of 52 acres of land adjacent to Long Island MacArthur Airport and commonly known as the Town of Islip Foreign Trade Zone; and

WHEREAS, the Town of Islip currently leases certain real property within the Town of Islip Foreign Trade Zone to the Town of Islip Foreign Trade Zone Authority, such property which consists of 3.709 acres and is known as 151 Trade Zone Drive, Ronkonkoma, New York 11779, and otherwise known as Parcel 5 on the Map of the Town of Islip Foreign Trade Zone (“the Premises”); and

WHEREAS, the Town of Islip Foreign Trade Zone Authority desires to sub-lease the Premises to Trade Plaza V, LLC, a New York limited liability company having its principal offices at c/o Staller Associates, Inc., 1455 Veterans Memorial Highway, Suite 201, Islandia, New York 11749, for a term to commence as set forth in Section 2.01 of the proposed sub-lease agreement through and including February 28, 2055;

NOW, THEREFORE, on motion of FTZ Board member _____ seconded by FTZ Board member _____, be it

RESOLVED, that the Town of Islip Foreign Trade Zone Authority Board hereby authorizes the Town of Islip Foreign Trade Zone Authority to enter into the sub-lease agreement mentioned above, subject to the approval of such sub-lease by the Town of Islip Attorney.

Upon a vote being taken, the result was:

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

No. 14

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Town Clerk to appoint additional marriage officers
for the Town of Islip.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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

Olga Murray

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town of Islip

**Sponsor's Memorandum
for Town Board Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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 Clerk to appoint additional Marriage Officers for the Town of Islip.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Townwide

2. Site or Location affected by resolution:

Townwide

3. Cost:\$ n/a


4. Budget Line:

5. Amount and source of outside funding:

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐ Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒ No under Section II, Sub. _____, Number _____ of the Town of Islip 617 Check List, no environmental review is required.


Signature of Commissioner/Department Head Sponsor:


Date:

August 9, 2016

WHEREAS, Section 11-c of the Domestic Relations Law of the State of New York authorizes the governing body of the Town to appoint Marriage Officers to solemnize a marriage within its territorial limits; and

WHEREAS, the Domestic Relation Law states that the term of office shall be determined by the governing body which makes the appointment, but shall not exceed four years; and

WHEREAS, providing marriage officers easily accessible to all Town residents has proven to be a benefit and convenience to many residents, and

WHEREAS, the Town Board wishes to continue to make marriage officers available to the public.

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

RESOLVED, that Trish Bergin Weichbrodt, being duly qualified, is hereby appointed as a Marriage Officer, effective September 1, 2016 through October 31, 2016, for the Town of Islip; and be it further

RESOLVED, that no fee shall be charged for the performance of marriages by the marriage officer and the compensation for the same is included in their salary and is in lieu of any fees provided in the Domestic Relations Law.

Upon a vote being taken, the result was:

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

No. 15

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Special Events

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

August 09, 2016

On a motion of Councilperson

seconded by

be it,

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

- A. Block Party-95 Brentwood Street- Bay Shore-Saturday- August 20, 2016 (RD: 08/27/2016) 11-11: Pm. Brentwood Street will be closed from: Howells Road to Martinsten Avenue. Cross Street: Fairbanks
- B. Block Party- 1128 Washington Avenue- West Islip- Saturday- September 03, 2016 (RD: 09/04/2016) 11- 11: Pm; Washington Avenue will be closed from: Dunwoodie Avenue to Fairfax Road.
- C. Islip Town Fireman's Parade-West Sayville –West Sayville Fire Department – Saturday August 13, 2016 from 6PM to 7:30PM. Route as follows: starting point Brook Street and Rollstone Avenue, East to Saxton Avenue, South on Saxton Avenue to Montauk Highway, West on Montauk Hwy to Firehouse. Permission for this event will be granted pending approval from Town & County Offices and proof of liability insurance.
- D. Procession - West Sayville - St. Mary's Malankara Orthodox Church - Saturday, August 20, 2016 from 11:45AM to 1:00PM. Line-up for the procession is scheduled to begin at 11:45AM in front of 38 Cherry Avenue. From Cherry Avenue they will proceed to Union Street to Taylor Avenue, proceed on Taylor Avenue to Montauk Highway/Main Street, back to Cherry Avenue and ending at 38 Cherry Avenue. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- E. Car Show-Islip Terrace-Mary's Pizza and Pasta- Sunday August 21, 2016 from 6AM set to 6PM. Show will be held at Mary's Pizza and Pasta 876 Connetquot Ave, Islip Terrace. Event will feature cars, vendors, horses, petting zoo, Dunk tank, moon bounce and DJ. Also requesting permission to close Lowell Avenue between Cedarhurst Street and Oceanside Street. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
- F. Homecoming Parade – Islip Terrace - East Islip HS - Saturday, October 8, 2016 from 11AM to 12:30PM. Parade assembles 10AM at the Ruth C. Kinney Elementary School parking lot proceeds west on Manhattan Blvd. turn and proceed south on Carleton Avenue, turn proceed east on Roslyn Street, turn and proceed north on Wantagh Avenue. To the Football field. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- G. Block Party- 19 South Shore Ct. Islip, Saturday- August 20, 2016 (RD: 08/27/2016) 11-11: PM; South Shore Ct. will be closed from: Roman Street to Lake Street.

- H. Block Party- 46 Millay Lane-Bay Shore- Saturday- August 27, 2016 (RD: 09/03/2016) 11-11: Pm; Millay Lane will be closed from: East 3RD Avenue to Abbey Lane.
- I. Block Party-30 Blythe Road-Ronkonkoma-Saturday- September 03, 2016 (RD: 09/04/2016) 11-11: Pm; Blythe Road will be closed from: Rosevale Avenue to the end. Cross Street: Beachview Place.
- J. Block Party- 403 Pine Drive, Bay Shore- Saturday- August 27, 2016 (RD: 08/28/2016) 11-11: PM; Pine Drive will be closed from: Iroquois Drive to Penataquit Drive.
- K. Block Party- 223 Wildwood Road- Ronkonkoma- Saturday- September 17, 2016 (RD: 09/18/2016) 11-11: Pm; Wildwood Road will be closed from: Breeze Avenue to Haven Avenue.
- L. Block Party- 1524 Gogel Street- Holbrook- Saturday- August 27, 2016 (RD: 08/28/2016) 11-11: PM; Gogel Street will be closed from: Carnegie Blvd. to Halbert Drive.
- M. Block Party- 1742 Manatuck Blvd. - Bay Shore- Saturday- August 13, 2016 (RD: None) 11-11: PM; Manatuck Blvd. will be closed from: Forrest Place to Benton Place.**THIS BLOCK PARTY IS CANCELLED**
- N. Block Party- 50 Applegate Drive- Central Islip- Saturday- August 27, 2016 (RD: 08/28/2016) 11-11: Pm; Applegate Drive will be closed from: Suffolk Avenue to Glenmore Avenue.
- O. Block Party- 34 Clarke Street, Brentwood- Saturday- August 20, 2016 (RD: 08/27/2016) 11-11: Pm, Clarke Street will be closed from: Madison Avenue to the End (House # 3 Clarke Street, Brentwood). Cross Street: Lincoln Avenue.
- P. 5K-Bay Shore-Islip Breast Cancer Coalition/Town of Islip-Sunday-September 25, 2016 from 7:30AM to 11AM. Assembly will be at Town Hall 655 Main Street. Head down South Bay Avenue to Islip Beach turn around and finish back at Town Hall. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- Q. Carnival - Holbrook – Holbrook Chamber of Commerce - Friday through Sunday, August 11 to August 14, 2016. The Carnival will take place on the grounds of Seneca Middle School. Hours of operation: Thursday 6PM to 11PM, Friday 6PM to 11PM and Saturday and Sunday 12PM to 11PM. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- R. Homecoming Parade - Central Islip – Central Islip High School Student Government Saturday, October 22, 2016 from 11:45AM to 1PM. Assembles at Checkers Restaurant on Wheeler Road head North on Wheeler Road to Adams Road. Travel East on Adams Road to the Football Field. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- S. Block Party- 15 Baymens Court- Sayville-Sunday- September 04, 2016 (RD: None)

- 11-11: PM, Baymens will be closed from: House # 8 to House #9 of Baymens Court.
- T. Block Party- 43 Harrison Street- Brentwood- Saturday- September 03, 2016 (RD: 09/04/2016) 11- 11: Pm. Harrison Street will be closed from: Jefferson Avenue to Madison Avenue.
 - U. Block Party- 72 Bayview Avenue- Bayport- Saturday- August 27, 2016 (RD: None) 11-11: PM; Bayview Avenue will be closed from: Middle Road to Harriet Road.
 - V. Block Party- 16 Andover Drive- Bohemia- Saturday- September 10, 2016 (RD: 09/11/2016) 11-11: Pm; Andover Drive will be closed from: Ocean Avenue to Locust Avenue.
 - W. Block Party-225 McCall Avenue- West Islip- Saturday- September 10, 2016 (RD: 09/17/2016) 11-11: Pm; McCall Avenue will be closed from: 2Nd Street to 3rd Street.
 - X. Block Party-611 Edgewater Road, Oakdale- Sunday- September 18, 2016 (RD: 09/25/2016) 11-11: Pm; Edgewater will be closed from: Featherbed Lane to Canal Road; Cross Street: Forest Avenue.
 - Y. Central Islip-Town of Islip Youth Bureau/Town of Islip Parks & Recreation-Movie Night-Friday-August 19, 2016 from 5:00PM to 10:00PM. To be held at the Central Islip Community Park. Permission will be granted pending approval from Town and County Offices and proof of liability insurance.
 - Z. End of Summer Block Party-Brentwood-Legislator Monica Martinez- Sunday- August 28, 2016 (Rain Date September 4, 2016) from 12PM to 6PM. Fun family day for residents in the district. Music and Bounce House. Event to be held at 55 Second Avenue, Brentwood. Requesting permission to close 2nd Avenue between 6th Street and 8th Street. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
 - AA. 5K Run-Brentwood-St. Luke's R.C. Church-Monday, September 5, 2016 from 9:00AM to 11:00AM. Assembly will be at St Luke's Church. Runners will proceed Wicks Road South, right to Crooked Hill north, right to College Road south, right to Wicks Road south, to finish right to St. Luke's Church. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
 - BB. 10K Race Walk -Hauppauge-Long Island Track & Field-Sunday, September 18, 2016 from 8AM to 12:30PM-Race starts 10AM (Men) & 11AM (Women) route as follows: Runners assemble 8AM at Constitution Blvd, Hauppauge, travel northbound on Constitution Blvd at loading dock to H. Lee Dennison Blvd, north to turn around south of NYS 454, south on Constitution Blvd, Southbound near south parking lot, to turn around and back to start. Permission for this event will be granted approval from Town and County Offices and proof of liability insurance.
 - CC. Block Party-39 Winnie Lane, Brentwood-Saturday-August 13, 2106 (RD 08/14/2016)

- 12PM to 10PM. Winnie Lane will be closed from Wittberg Street to Tabor Street.
- DD. Festival/ Independence Day Celebration-Brentwood-Luna Media DBA-Oscar O. Luna Flores-Sunday, September 4, 2016 from 9AM to 7PM. This event will take place at Pilgrim Psychiatric Center 1 Executive Drive in Brentwood. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- EE. Country Fair-West Islip-West Islip Country Fair Committee - Sunday, September 25, 2016 (rain date 10/2/16) from 7AM to 5PM. The Fair will be held on the grounds of the West Islip Library and will include crafts, music, pony rides, and inflatable rides. Permission for this event will be granted pending approval from Town and County Offices and proof of liability insurance.
- FF. Block Party- 39 Cookie Ln- Islip Terrace- Saturday 13, 2016 (RD: Non) 11-11: pm; Cookie Ln will be closed from: Irish Ln to Audwin Drive.

Upon a vote being taken the result was:

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

No. 16

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Acceptance of a Deed from Neal Bailenson for a parcel of land in the Hamlet of Fair Harbor, Fire Island for installation of a boardwalk addition.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Mea Knapp, Esq.

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

enclosure:

cc: OLGA H. MURRAY, TOWN CLERK
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

TOWN of ISLIP

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

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

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

To consider the adoption of a resolution accepting a Deed from Neal Bailenson for a 57 sq. ft. parcel of land at the s/w/c of Bay Walk and 5th Avenue, in the Hamlet of Fair Harbor, Fire Island, Town of Islip, New York (SCTM 0500-493.00-03.00-p/o 080.000) for installation of a boardwalk addition to allow Fair Harbor Fire District equipment safe passage over this area of walkway. The addition has already been constructed by the Islip Parks Department and encroaches upon the grantor's property to the extent of the are described in the deed.

SPECIFY WHERE APPLICABLE:


1. Entity or individual benefitted by resolution: Fair Harbor Fire District and the persons and property protected by the District
2. Site or location effected by resolution: Fair Harbor, Fire Island
3. Cost: \$2,000 based upon value estimated by the Town Assessor
4. Budget Line: N/A
5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

___ Yes under Section I, Sub. A., Number 14 of Town of Islip 617 Check List, an environmental review is required.

X No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required. Unlisted Action Review had already been conducted and a negative determination

was reached.

Signature of  Commissioner/Department Head Sponsor.

Date 7/ /16

August 9, 2016

WHEREAS, the Fair Harbor Fire District had requested the Town of Islip to construct an addition to an existing boardwalk located at the southwest corner of Bay Walk and 5th Avenue, in Fair Harbor, Fire Island, New York for safety reasons to allow access over this area by fire district apparatus and vehicles; and

WHEREAS, after the construction of this walk addition was completed it was determined that a portion of the constructed walk addition was encroaching on private property owned by one Neal Bailenson designated by Suffolk County Tax Number 0500-493.00-03.00-p/o 080.000; and

WHEREAS, since it has been determined that the cost of removing the encroachment and replacing the needed walk area in a different location would exceed the cost of purchasing the portion of the Bailenson property upon which the encroachment exists, the Town has decided to purchase this 57 sq. ft. area; and

WHEREAS, Neal Bailenson has agreed to convey the described portion of his property to the Town for the sum of \$2,000.00, which value has been determined by the Town Assessor to be a fair and reasonable value; and

WHEREAS, Mr. Bailenson has executed a Bargain and Sale Deed dated June 23rd, 2016 conveying the subject parcel to the Town of Islip subject to receipt of the aforementioned consideration; and

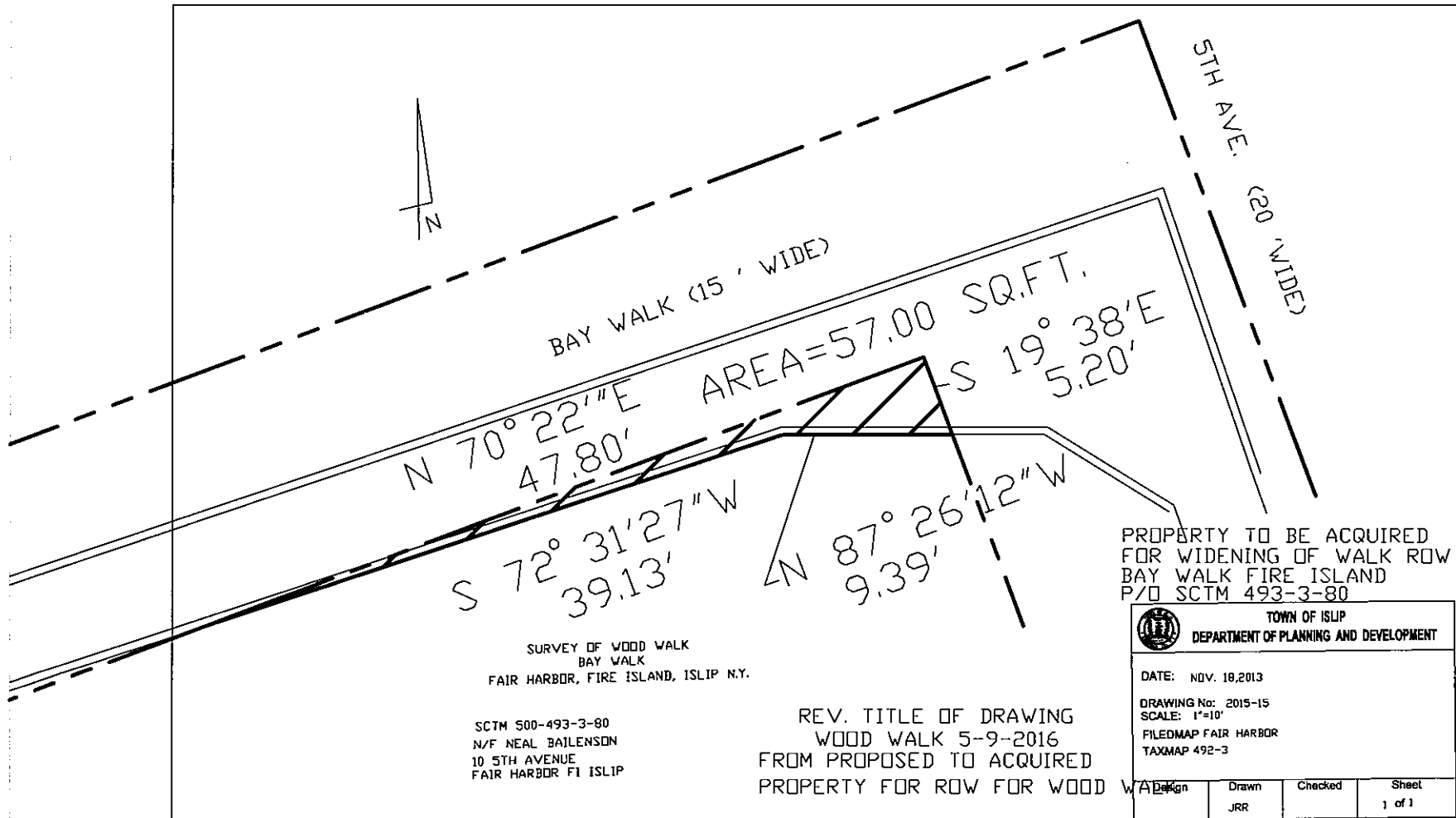
WHEREAS, the Office of the Town Attorney has found the deed to be in acceptable form;

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

RESOLVED, that the aforementioned deed is hereby accepted, that the Comptroller be and he hereby is authorized to issue payment to Mr. Neal Bailenson, the amount of \$2,000.00, and the Town Attorney be and he hereby is directed to take the necessary steps to record the deed in the Office of the Suffolk County Clerk.

Upon a vote being taken, the result was:

To: Lark 277-4350



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

No. 17

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board approval to permit Alpine Software, Inc., a sole source supplier of service and supplies for the Red-Alert System at Long Island MacArthur Airport.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town of Islip

Sponsor's Memorandum
for Town Board Resolution

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled meeting.

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

RESOLUTION establishing Alpine Software as the sole supplier of service and supplies for the Red-Alert System at Long Island MacArthur Airport.

Specify Where Applicable:

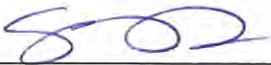
1. Entity or individual benefitted by resolution:
Long Island MacArthur Airport
2. Site or Location effected by resolution:
Long Island MacArthur Airport
3. Cost:
- 4: Budget Line: CT561044300
- 5: Amount and source of outside funding:

Revenue:

Environmental Impact: Is this action subject to a SEQR environmental review?

____ Yes under Section 1, Sub.A, Number ____ of the Town of Islip 617 Check List, an environmental review is required.

 X No under Section II, Sub. ____, Number ____ of the Town of Islip 617 Check List, no environmental review is required.



Signature of Commissioner/Department Head Sponsor:

7/15/16

Date:

August 9, 2016

Resolution No.

RESOLUTION establishing Alpine Software as the sole supplier of service and supplies for the Red-Alert System at Long Island MacArthur Airport.

WHEREAS, Long Island Macarthur Airport (Airport) maintains and operates a Red Alert system to compile date and provide notification to airport management of certain emergency events including aircraft emergencies, security breaches and Aircraft Rescue and Firefighting incidents; and

WHEREAS said equipment requires replacement parts, programming and software upgrades from time to time to keep the Red Alert system fully operational; and

WHEREAS, Alpine Software, Inc., with an address at 1 Fishers Road, Pittsford, New York 14534, provides parts and software for the system which cannot be interchanged with other manufacturers' parts or software;

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

RESOLVED, that Alpine Software Inc. is hereby authorized as the sole supplier of service and supplies for the Red Alert system at Long Island MacArthur Airport.

Upon a vote being taken, the result was

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

No. 18

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to renew the contract with Oxford Airport Technical Services for repair and maintenance of the baggage conveyance system at Long Island Macarthur Airport.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

Town of Islip

Sponsor's Memorandum
for Town Board Resolution

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled meeting.

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

Authorizes the Town to exercise its one year option with Oxford Airport Technical Services in order to continue to ensure that the airport baggage conveyance system is well maintained and in good repair.

Specify Where Applicable:


1. Entity or individual benefitted by resolution:
Long Island MacArthur Airport
2. Site or Location effected by resolution:
Long Island MacArthur Airport
3. Cost:
4. Budget Line: CT561044300
5. Amount and source of outside funding:

Revenue:

Environmental Impact: Is this action subject to a SEQR environmental review?

____ Yes under Section 1, Sub.A, Number ____ of the Town of Islip 617 Check List, an environmental review is required.

___X___ No under Section II, Sub.____, Number ____ of the Town of Islip 617 Check List, no environmental review is required.


Signature of Commissioner/Department Head Sponsor:

7/19/16
Date:

Resolution No.

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

No. 19

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board acceptance of a Deed from Lowe's Home Centers, LLC f/k/a Lowe's Home Centers, Inc. regarding property located at the southwest corner of Sunrise Highway and Manor Lane in Bay Shore.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Ron Meyer

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

enclosure:

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

TOWN of ISLIP
SPONSOR'S MEMORANDUM
FOR TOWN BOARD RESOLUTIONS

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

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

To consider the adoption of a resolution accepting a Deed from LOWE'S HOME CENTERS, LLC dated 7/6/16 for Parcel A (8,060.91 sq. ft.), Parcel B (69.53 sq. ft.) and Parcel C (69.53 sq. ft.), which are part of property located at the s/w/c of Sunrise Highway and Manor Lane, in Bay Shore (SCTM 0500-364.00-01.00-p/o 075.002)075.003 for highway purposes.

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Town of Islip motorists
2. Site or location effected by resolution: West side of Manor Lane, s/e/c of Diamond Street and Hyman Avenue and s/w/c of Diamond Street and Manor Lane, Bay shore, NY.
3. Cost: N/A
4. Budget Line: N/A
5. Amount and source of outside funding: N/A

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

☐ Yes under Section I, Sub. A., Number 14 of Town of Islip 617 Check List, an environmental review is required.

☒ No under Section II, Sub. ___, Number ___ of Town of Islip 617 Check List, no environmental review is required. Unlisted Action Review had already been conducted and a negative determination was reached.

Signature of Commissioner/Department Head Sponsor: _____

Date 8/31/16

Ron Meyer

Commissioner of Department of Planning & Development

August 9, 2016

WHEREAS, the Town of Islip by resolution dated August 27, 2015 approved the application of Lowe's Home Centers, LLC (TC 5208) for a modification of deed covenants and restrictions associated with TC 4702A in order to expand the outdoor display area and allow for temporary storage of trailers as well as site plan modifications for property located at the southwest corner of Sunrise Highway and Manor Lane, Bay Shore (800 Sunrise Highway), Town of Islip (SCTM #0500-364.00-01.00-075.002 & 075.003); and

WHEREAS, as part of the application and the site plan approval the Town required the dedication of three (3) parcels of the Lowe's property for highway purposes, to wit: 2 corner radii at the s/e/c of Diamond Street and Hyman Avenue and the s/w/c of Diamond Street and Manor Lane and 1 parcel along the east side of its property along Manor Lane for a deceleration lane into its parking lot; and

WHEREAS, Lowe's Home Centers, LLC f/k/a Lowe's Home Centers, Inc. has submitted a deed dated and duly executed July 6, 2016 with TP-584 and RP-5217 forms for the purposes of accomplishing the required conveyances, which paperwork has been found acceptable by the Office of the Town Attorney and the Planning Department;

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

RESOLVED, that the Town Board hereby accepts said deed from Lowe's Home Centers, LLC; and be it

FURTHER RESOLVED, that the Town Attorney is authorized to record said deed in the Office of the Suffolk County Clerk upon receipt of the appropriate recording fees from the grantor.

Upon a vote being taken, the result was:

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

No. 20

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to execute any and all documents necessary to co-sponsor a community event at West Islip Beach and to accept any goods and services in connection with.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

August 9, 2016
Resolution # _____

WHEREAS, Women of West Islip, the West Islip Fire Department and other community-oriented organizations are interested in hosting a Concert and Barbeque night at the West Islip Beach and Marina on August 18th from 6 to 9 pm; and

WHEREAS, said organizations are interested in donating their services in hosting the event; and

WHEREAS, Town of Islip, Department of Parks, Recreation & Cultural Affairs is interested in co-sponsoring the event.

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

RESOLVED, that the Town Board of the Town of Islip hereby authorize the Commissioner of Parks, Recreation & Cultural Affairs to take any necessary action to co-sponsor this event; and be it, further

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the acceptance of any goods and services associated with the concert and barbeque event; and be it, further

RESOLVED, that the Comptroller is hereby authorized to make any and all necessary budgetary transactions associated with the event.

UPON A VOTE BEING TAKEN, the result was:

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

No. 21

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with Race is Awesome to provide services in relation to the conducting of a 5K, 10K and ½ marathon to be held on October 1, 2016 in the Bay Shore and Brightwater Communities.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON
TUESDAY, AUGUST 9, 2016 AT 2PM IN THE TOWN BOARD ROOM, ISLIP TOWN
HALL

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
RON MEYER, COMMISSIONER, PLANNING AND DEVELOPMENT
JOSEPH LUDWIG, COMPTROLLER
TRACEY KRUT, CHIEF OF STAFF

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

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: Race is Awesome will plan, coordinate, and conduct the Northwell Health Great South Bay Run, which will consist of a 5K, 10K, and ½ marathon. The Town of Islip will co-sponsor this event. The Town shall be reimbursed for any and all necessary assistance, resources, equipment, and/or support staff to ensure that the event is conducted in a safe and efficient manner. The event will be held on Saturday, October 1, 2016. Race is Awesome is required to fulfill all responsibilities set forth in the contractual agreement. This contract may be cancelled at any time, without cause at the discretion of the Commissioner of the Department of Parks, Recreation and Cultural Affairs. Cancellation, under any circumstances, shall be without recourse by the contractor against the Town of Islip.

SPECIFY WHERE APPLICABLE:

Entity of individual benefitted by resolution:	Race is Awesome, 587 Haige Street Baldwin, New York 11510
Site or location effected by resolution:	Bay Shore and Brightwaters Communities
Cost:	No cost to the Town of Islip
Budget Line:	7035.4-4922
Amount and source of outside funding:	Estimated Reimbursement from Race is Awesome 10,000.00

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

 Yes under Section I, Sub. A, Number of Town of Islip 617 Check List, an Environmental review is required.

 X No under section II, Sub., Number of Town of Islip 617 Check List, no Environmental review is required.



Signature of Commissioner/Department Head Sponsor:

7/27/16

Date:

August 9, 2016

Resolution #: _____

WHEREAS, the Town of Islip, Department of Parks, Recreation and Cultural Affairs provides a variety of recreational opportunities and has identified a need to provide access to a 5K, 10K, and ½ Marathon for our citizens on October 1, 2016 to be held in the Bay Shore and Brightwaters communities; and

WHEREAS, Race is Awesome, located at 587 Haige Place, Baldwin, New York, 11510 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 Race is Awesome, to provide a 5K, 10K, and ½ Marathon.

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

RESOLVED, that the Supervisor is hereby authorized to enter into an agreement with Race is Awesome to provide services in relation to the conducting of a 5K, 10K and ½ Marathon, in a manner approved by the Town Attorney; and be it further

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

UPON A VOTE BEING TAKEN, the result was:

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

No. 22

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with WE Fitness to provide recreational and martial arts programming.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Thomas Owens

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

enclosure:

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

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

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Deputy Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: WE Fitness, Inc. will offer seventeen (17) separate sessions of JumpBunch and Martial Arts classes; each consisting of 4 classes; 68 total classes and 1 free demo class. Classes will be held from September 16, 2016 to January 20, 2017 (see full schedule attached). Classes will be held at the Bohemia, Ronkonkoma and West Islip Recreation/Community Centers. The registration fee is \$40.00 per session for each registrant and a \$10.00 surcharge for each non-resident registrant. The minimum amount of participants will be seven (7) per session and the maximum amount of participants will be fourteen (14) per session. The total minimum revenue will be \$40.00 and the maximum revenue including the non-resident surcharge will be \$11,900.00. Compensation for said services to WE Fitness, Inc. will be 70% of the total revenue, excluding the non-resident surcharge, for an amount not to exceed \$6,664.00.

SPECIFY WHERE APPLICABLE:

Entity of individual benefitted by resolution: WE Fitness, Inc.

Site(s) or location(s) effected by resolution: Bohemia Recreation Center, 1 Ruzicka Way, Bohemia, NY 11716
Ronkonkoma Recreation Center, 299 Rosevale Avenue,
Ronkonkoma, NY 11779
West Islip Community Center, 90 Higbie Lane, West Islip, NY 11795

Cost: No cost to the Town of Islip

Budget Line: A7035.4-5006

Amount and source of outside funding: Participant Fees: Maximum \$11,900.00

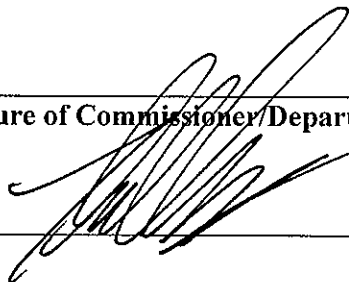
ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

Yes under Section I, Sub. A, Number of Town of Islip 617 Check List, an
Environmental review is required.

X No under section II, Sub., Number of Town of Islip 617 Check List, no
Environmental review is required.

Signature of Commissioner/Department Head Sponsor:

Date:



7/27/16

August 9, 2016

Resolution # _____

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

WHEREAS, WE Fitness, Inc., located at 146 Van Horn Avenue, Holbrook, NY 11741, has the required skills, background and existing infrastructure to perform this task; and

WHEREAS, WE Fitness, Inc. will provide the JumpBunch and Martial Arts programs set forth in Attachment "A" titled Scope of Work; and

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

RESOLVED, that the Supervisor is hereby authorized to enter into an agreement with WE Fitness, Inc. to provide recreational and martial arts programming, in a manner approved by the Town Attorney; and be it further

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

UPON A VOTE BEING TAKEN, the result was:

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

No. 23

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with Mr. Daniel Farrell, terminating a previous easement regarding property located at 75 Willow Street in Sayville in exchange for the conveying and acceptance of a more efficient easement.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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 Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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 purpose of this resolution is to authorize the Supervisor to enter into an agreement with property owner Mr. Daniel Farrell, extinguishing an easement held by the Town of Islip and which runs through 75 Willow Street in Sayville. The easement, established in 1981 for a previous owner's benefit is no longer needed for its originally intended purpose, and in fact creates a dangerous situation for vehicle traffic traveling the wrong way down the one-way road. In exchange for extinguishing the easement, Mr. Farrell, the current owner of 75 Willow Street agrees to grant the Town a five foot wide easement over the most western portion of his property for pedestrian travel.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Town of Islip

2. Site or Location affected by resolution:

75 Willow Street, Sayville

3. Cost:\$

4. Budget Line:

5. Amount and source of outside funding:

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐

Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒

No under Section II, Sub. _____, Number _____ of the Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:

7/28/16
Date:

August 9, 2016

WHEREAS, The Town of Islip, as owner of Suffolk County Tax Map Parcel designated as District 0500-409.00-05.00-013.000, and Frederick Stein, as owner of Tax Map Parcel designated as District 0500-409.00-05.00-014.000, entered into a mutual easement agreement dated September 22, 1981 for driveway purposes for ingress and egress for their mutual benefit to allow access through their respective properties for the purpose of ingress and egress to the parcel first described above and to a parcel owned by Mr. Stein designated as Suffolk County Tax Map No. 0500-409.00-05.00-018.000, which easement was recorded in the Office of the Suffolk County Clerk on October 5th, 1981 in Liber 9080 page 361; and

WHEREAS, it has been determined that the driveway installed within the easement area located on Mr. Stein's Tax Lot 14 poses a danger due to vehicular traffic traveling over this area to gain access to the Town of Islip's adjoining Tax Lot 13 in both directions despite the installed signage designating this driveway as a "one way" travelway; and

WHEREAS, the Town has determined that the easement over Lot 14 can be significantly reduced in size so that pedestrian access to the Town's property can still be provided in a safe and convenient manner; and

WHEREAS, the Town of Islip Department of Planning and the Department of Public Works supports a termination of the existing easement on Tax Lot 14, which is now owned by Daniel Farrell, in consideration of the granting to the Town of Islip of a five foot wide pedestrian easement over the most western portion of Mr. Farrell's property located at 75 Willow Street, Sayville;

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

RESOLVED, that the Supervisor be and she hereby is authorized to enter into an agreement terminating the heretofore described easement over Suffolk County Tax Lot No. 0500-409.00-05.00-014.00 in exchange for the conveying and acceptance of the described five (5) foot wide easement from Mr. Daniel Farrell over the most westerly portion of said Tax Lot for pedestrian access to the Town of Islip property adjoining said parcel designated as Suffolk county Tax Map No. 0500-409.00-05.00-013.000.

Upon a vote being taken, the result was:

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

No. 24

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into an agreement with Nelson and Pope to provide design, bid and construction sight services for the placement of the irrigation system at the Brentwood Country Club.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Thomas Owens

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

enclosure:

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

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

INSTRUCTIONS: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Supervisor no later than 12 days prior to the scheduled meeting.

PURPOSE: 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 Supervisor is authorized to enter into an agreement with Nelson and Pope for an amount not to exceed \$63,000.00, and in a form to be approved by the Town Attorney, to provide design, bid and construction site services for the replacement of the irrigation system at Brentwood Country Club

SPECIFY WHERE APPLICABLE:

Entity or individual benefitted by resolution: Islip Residents; Brentwood Country Club; Nelson and Pope;

Site or location effected by resolution: Brentwood Country Club

Cost: \$63,000

Budget Line: H14-7115.30538

Amount and source of outside funding:

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub. A, Number _____ of Town of Islip 617 Check List, an Environmental review is required.

_____ No under section II, Sub. _____, Number _____ of Town of Islip 617 Check List, no Environmental review is required.

Signature of Commissioner/Department Head Sponsor:

Date:

8/2/16

August 9, 2016

Resolution #: _____

Whereas, the Town of Islip Department of Parks, Recreation and Cultural Affairs owns, operates, and maintains Brentwood Country Club, including all aspects of ground maintenance services at the course; and

Whereas, the irrigation system is an outdated system that frequently breaks, requiring inefficient utilization of Town resources; and

Whereas, the irrigation system needs to be replaced with a modern, efficient system; and

Whereas, the Town of Islip Department of Parks, Recreation and Cultural Affairs has interest in replacing the irrigation system with a modern system to improve the quality of and efficiency in maintaining the course; and

Whereas, Nelson and Pope has the necessary experience, skills, expertise, and intimate knowledge of the existing conditions, irrigation systems, and golf course to quickly and efficiently provide the necessary design scope and construction services.

Now, therefore, on a motion of _____

And seconded by _____, be it

Resolved, that the Supervisor is authorized to enter into an agreement with Nelson and Pope for an amount not to exceed \$63,000.00, and in a form to be approved by the Town Attorney, to provide design, bid and construction site services for the replacement of the irrigation system at Brentwood Country Club; and be it, further

Resolved, that the Comptroller is hereby authorized to make any and all necessary budgetary adjustments associated with the execution of said agreement; and be it, further

Resolved, that the Town Board hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c) (6) of Title 6 of the New York Code of Rules and Regulations.

Upon a vote being taken the result was:

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

No. 25

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board approval for the Director of Labor Relations to implement an annual conflict of interest training program for all Town employees, appointees and elected officials concerning potential conflicts of interests.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Arthur Abbate

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 Resolution

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled meeting.

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

Town Board approval for the Director of Labor Relations to implement an annual conflict of interest training program for all Town employees, appointees and elected officials concerning potential conflicts of interests.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Townwide

2. Site or Location affected by resolution:

Townwide

3. Cost:\$

4. Budget Line:

5. Amount and source of outside funding:

Environmental Impact: Is this action subject to a SEQR environmental review ?

☐ Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒ No under Section II, Sub. _____, Number _____ of the Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:

Date:

WHEREAS, the Town of Islip (“the Town”), is committed to building an organizational culture that is conscious of potential conflicts of interest so that action can be taken to avoid or mitigate conflicts as they arise; and

WHEREAS, the Town wishes to implement the goal of raising awareness, encouraging disclosure and discussion of issues that may constitute a conflict, and constantly encouraging a “culture of candor”; and

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

RESOLVED, that the Director of Labor Relations is hereby authorized, empowered and directed to advise and inform all Town employees, appointees and elected officials about potential conflicts of interest by implementing an annual conflict of interest training program.

UPON A VOTE BEING TAKEN, the result was _____.

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

No. 26

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Town Clerk to advertise for a Public Hearing to consider enacting a Local Law to amend Chapter 14 of the Islip Town Code.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Mea Knapp, 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

August 9, 2016

WHEREAS, the Town Board wishes to amend the Code of Ethics and Financial Disclosure Law of the Town of Islip contained within Chapter 14 of the Islip Town Code; and

WHEREAS, the Town Board recognizes that undisclosed conflicts may seriously undermine the public trust, and

WHEREAS, said changes will enable the Town of Islip to maintain the highest standards of integrity and public service and to promote public confidence in the integrity of Town government.

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

RESOLVED, that the Town Clerk is hereby authorized to advertise for a public hearing to consider enacting a Local Law to amend Chapter 14 of the Islip Town Code as follows:

SEE ATTACHED

Additions are indicated by UNDERLINING
DELETIONS are indicated by STRIKEOUTS

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 September 20, 2016, at 7:00 p.m. in the Town Board Room, Islip Town Hall, 655 Main Street, Islip, NY 11751, to consider enacting a local law to amend Chapter 14 of the Islip Town Code entitled "Code of Ethics and Financial Disclosure Law of the Town of Islip" a copy of which is available at the Office of the Islip Town Clerk located at 655 Main Street, Islip, NY 11751.

By: Olga H. Murray
Town Clerk

September 20, 2016

WHEREAS, the Town Board wishes to amend the Code of Ethics and Financial Disclosure Law of the Town of Islip contained within Chapter 14 of the Islip Town Code; and

WHEREAS, the Town Board recognizes that undisclosed conflicts may seriously undermine the public trust, and

WHEREAS, said changes will enable the Town of Islip to maintain the highest standards of integrity and public service and to promote public confidence in the integrity of Town government; and

WHEREAS, a public hearing was held therefor on September 20, 2016.

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

RESOLVED, that the Town Board of the Town of Islip hereby enacts a local law amending Chapter 14 of the Islip Town Code, as follows:

SEE ATTACHED

Additions are indicated by UNDERLINING
DELETIONS are indicated by STRIKEOUTS

Upon a vote being taken, the result was:

§ 14-5

Conflicts prohibited; exceptions.

A.

Prohibited conflicts. Except as provided in Subsection B of this section, no officer or employee shall have an interest, financial or otherwise, or engage or invest in any business or transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest. To this end:

(1)

No officer or employee shall be or become interested directly or indirectly in any manner whatsoever in any business or professional dealings with the Town of Islip or any agency thereof.

(2)

No officer or employee shall act as attorney, agent, broker, employee or representative in business or professional dealings with the Town of Islip or any agency thereof for himself or any person, firm or corporation, directly or indirectly.

(3)

No officer or employee shall accept other employment or engage in any business transaction which will impair his independence of judgment in the exercise of his official duties or create a conflict of interest with his official duties.

(4)

No chief fiscal officer, treasurer or his deputy or employee shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the Town of Islip or an agency thereof of which he is an officer or employee; provided, however, that where the designation of a bank or trust company outside the Town of Islip would be required because of the foregoing restriction, a bank or trust company within the Town of Islip may nevertheless be designated.

(5)

No municipal officer or employee shall receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any Town of Islip agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee.

(6)

No officer or employee shall receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any case, proceeding, application or any other matter before any Town agency, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to any license, contract, certificate, ruling, decision, opinion, franchise or other benefit.

(7)

No person having supervisory control or who is superior in title to any official or employee of the Town shall engage in any of the following actions with subordinates at any time on or off Town premises:

[Added 4-24-2007 by L.L. No. 2-2007]

(a)

Discussion of or solicitation of ticket purchases or sales.

(b)

Solicitation to join a political party or political activity.

(c)

Use of political considerations in discussing duties, positions, compensation, changes in titles or work.

(d)

Use of political considerations as the reason for promotions, assignment changes, demotions or termination.

(8)

In the event an officer of the Town of Islip files a grievance application with the Town of Islip Board of Assessment Review and, thereafter, files an assessment review petition pursuant to the New York State Real Property Tax Law, independent legal counsel shall be retained to represent the interests of the Town of Islip, and such application shall be heard by an impartial judicial hearing officer outside the Town of Islip.

[Added 3-8-2011 by L.L. No. 3-2011]

(9)

No person shall serve, either by appointment or election, in any position other than a committeeperson of a town, county, state or national major political party committee if he or she is an elected official of the Town of Islip. Any person who is currently an elected official of the Town of Islip and also in a position other than a committeeperson, shall deliver the Town Clerk such documentation establishing compliance with this subdivision within ten (10) business days of the date of enactment of this chapter.

B.

Exceptions. The provisions of Subsection A of this section shall not apply to:

(1)

The payment of lawful compensation and necessary expenses of any municipal officer or employee in one (1) or more positions of public employment, the holding of which is not prohibited by law.

(2)

A contract with a person, firm, corporation or association in which an officer or employee has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the

remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract.

(3)

The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law.

(4)

The purchase by the Town of Islip or any agency thereof of real property or an interest therein, provided that the purchase and the consideration therefor is approved by order of the Supreme Court upon petition of the governing board.

(5)

The acquisition of real property or an interest therein through condemnation proceedings according to law.

(6)

A contract with a membership corporation or other voluntary nonprofit corporation or association.

(7)

The sale of bonds and notes pursuant to § 60.10 of the Local Finance Law.

(8)

A contract in which an officer or employee has an interest if such contract was entered into prior to the time he was elected or appointed as such officer or employee, but this subsection shall in no event authorize a renewal of any such contract.

(9)

No conflict shall be deemed to arise under this resolution by virtue of stock ownership, direct or indirect, where such ownership constitutes less than five per centum (5%) of the outstanding stock of the corporation involved.

(10)

A contract for the furnishing of public utility services when the rates or charges therefor are fixed or regulated by the Public Service Commission.

(11)

A contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part-time service in the official duties of the office.

(12)

A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under the contracts in which such person had an interest during the fiscal year, does not exceed the sum of one hundred dollars (\$100.).

(13)

A contract with a member of a private industry council established in accordance with the Federal Job Training Partnership (JTPA) or any firm, corporation or association in which such member holds an interest, provided that the member discloses such interest to the council and the member does not vote on the contract.

(14)

Any person serving the Town or any agency thereof without compensation shall not be deemed to be in violation of this Article unless such interest is in conflict with the proper discharge of his official duties.

§ 14-7

Disclosure of interest in applications.

A.

Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, assessment review, license or permit pursuant to the provisions of the Town Code or building or engineering or planning regulations shall state the name, residence and the nature and extent of the interest of any officer or employee of the Town of Islip in the person, partnership or association making such application, petition or request (hereinafter called the "applicant") to the extent known to such applicant.

[Amended 3-8-2011 by L.L. No. 3-2011]

B.

For the purpose of this section, an officer or employee shall be deemed to have an interest in the application when he, his spouse or their brothers, sisters, parents, children, grandchildren or the spouse of any of them:

(1)

Is the applicant;

(2)

Is an officer, director, partner or employee of the applicant;

(3)

Legally or beneficially owns or controls stock of a corporate applicant or is a member of the partnership or association applicant; or

(4)

Is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request.

C.

Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on any public exchange shall not constitute an interest for the purposes of this section.

D. To the extent that an official receives from an applicant a substantial contribution to his or her political campaign, specifically a contribution amount in excess of ten percent of the total amount of contributions received by such campaign in the campaign finance disclosure filing period immediately preceding a vote on an application before such official, disclosure of such contribution shall be made by such official prior to a vote being taken.

§ 14-10

Conduct giving impression that improper influence may be exercised.

A. No officer or employee shall by his or her conduct give a reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties or that he is affected by the kinship, rank, position or influence of any party or person, or that they are likely to engage in an action that violates the public trust.

B. Except as otherwise required by law:

(i) No Town officer or employee, either individually or as a member of a Town Board or commission, shall participate in any decision to appoint, hire, promote, discipline or discharge a family member.

(ii) No Town officer or employee shall supervise a family member in the performance of such person's official duties.

§ 14-27

Investigations.

[Added 4-24-2007 by L.L. No. 2-2007]

A. The Board of Ethics shall have the authority to conduct any investigation necessary to carry out the provisions of this chapter. In conducting any such investigation, the Board of Ethics may administer oaths or affirmations and, by a two-thirds-majority vote in favor thereof, subpoena witnesses, compel their attendance, and require the production of any books or records which it may deem relevant and material.

B. Complainants shall be afforded such whistleblower protections as may be provided by law, including but not limited to the protections set forth in New York Civil Service Law §75-b and New York Labor Law §740, to the extent applicable.

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

No. 27

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to apply for and accept from Local Initiatives Support Corporation the “Zombie” and Vacant Properties Remediation and Prevention Initiative funding on behalf of the Town of Islip.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Mea Knapp, 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 Resolution**

Instructions: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items shall be reported to the Town Attorney no later than 12 days prior to the scheduled 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.

This Resolution authorizes the Supervisor to apply for and accept the "Zombie" and Vacant Properties Remediation and Prevention Initiative grant from the Local Initiatives Support Corporation.

Specify Where Applicable:

1. Entity or individual benefitted by resolution:

Residents and merchants of the Town of Islip

2. Site or Location affected by resolution:

Various locations throughout the Town of Islip

3. Cost: \$ -0-

4. Budget Line: To be determined and assigned by the Comptroller.

5. Amount and source of outside funding:

Between \$250,000 - \$350,000; Local Initiatives Support Corporation.

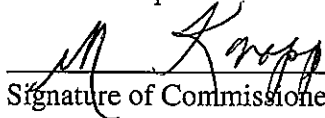
Environmental Impact: Is this action subject to a SEQR environmental review ?

☐

Yes under Section 1, Sub.A, Number _____ of the Town of Islip 617 Check List, an environmental review is required

☒

No under Section II, Sub. C, Number 18; 19 of the Town of Islip 617 Check List, no environmental review is required.



Signature of Commissioner/Department Head Sponsor:



Date:

August 9, 2016

WHEREAS, the Local Initiatives Support Corporation is accepting grant applications for “Zombie” and Vacant Properties Remediation and Prevention Initiative; and

WHEREAS, the Local Initiatives Support Corporation is accepting these grant applications by invitation only; and

WHEREAS, the Local Initiatives Support Corporation has invited the Town of Islip to apply for the “Zombie” and Vacant Properties Remediation and Prevention Initiative;

WHEREAS, the Planning Division has recommended that grant funds be solicited for the creation of a local “Zombie” and vacant properties database and map; and increase capacity of Code Enforcement; and to connect homeowners at risk of foreclosure to foreclosure prevention programs; and

WHEREAS, it is in the best interests of the residents and merchants of the Town of Islip to apply for and accept the Local Initiatives Support Corporation’s grant “Zombie” and Vacant Properties Remediation and Prevention Initiative ; and

WHEREAS, a SEQRA (State Environmental Quality Review Act) determination is required for Town of Islip grant applications; and

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

_____, be it

RESOLVED, that the Town Board of the Town of Islip hereby authorizes the Supervisor to apply for and to accept from Local Initiatives Support Corporation the “Zombie” and Vacant Properties Remediation and Prevention Initiative funding on behalf of the Town of Islip; and be it further

RESOLVED, that the Town Board of the Town of Islip hereby determines that this project is a Type II Action under NYCRR Part 617.5 c (18) since it involves *information collection... and research...* and that there are no significant environmental impacts anticipated; and be it further

RESOLVED, that the Town Board of the Town of Islip hereby determines that this project is a Type II Action under NYCRR Part 617.5 c (19) since it involves *official acts of a ministerial nature... where issuance is predicated solely on the applicant’s compliance or noncompliance with the relevant local building or preservation code(s)...* and that there are no significant environmental impacts anticipated; and be it further

Upon a vote being taken, the result was:

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

No. 28

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Town Board approval to refund outstanding serial Bonds.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY,
AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

REFUNDING BOND RESOLUTION OF THE TOWN OF ISLIP, NEW YORK, ADOPTED AUGUST 9, 2016, AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID TOWN, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$22,000,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,000,000 TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO

Recitals

WHEREAS, the Town of Islip, in the County of Suffolk, New York (herein called the "Town"), has heretofore issued on December 1, 2008 its \$15,015,000 Public Improvement Serial Bonds-2008 (the "2008 Bonds"), which are currently outstanding in the principal amount of \$9,675,000 (the "Outstanding 2008 Bonds") and mature on December 1 in each of the years and in the principal amounts and bear interest payable semiannually on June 1 and December 1 in each year to maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$1,030,000	4.00%
2017	1,080,000	4.00
2018	1,130,000	4.00
2019	1,180,000	4.00
2020	1,230,000	4.25
2021	1,285,000	4.50
2022	1,340,000	4.50

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	1,400,000	4.50

WHEREAS, the 2008 Bonds maturing on or after December 1, 2018 are subject to redemption prior to maturity, at the option of the Town, on any date on or after December 1, 2017, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the 2008 Bonds to be redeemed, plus accrued interest to the date of redemption;

WHEREAS, the Town has heretofore issued on November 19, 2009 its \$15,255,000 Public Improvement Serial Bonds-2009 Series A (the “2009 Series A Bonds”), which are currently outstanding in the principal amount of \$10,640,000 (the “Outstanding 2009 Series A Bonds” and together with the Outstanding 2008 Bonds, the “Outstanding Bonds”) and mature on November 15 in each of the years and in the principal amounts and bear interest payable semiannually on May 15 and November 15 in each year to maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$1,020,000	2.75%
2017	1,060,000	3.00
2018	1,095,000	3.00
2019	1,130,000	3.25
2020	1,170,000	4.00
2021	1,215,000	4.00
2022	1,265,000	4.00
2023	1,315,000	4.00
2024	1,370,000	4.00

WHEREAS, the 2009 Series A Bonds maturing on or after November 15, 2019 are subject to redemption prior to maturity, at the option of the Town, on any date on or after November 15, 2018, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of

the par amount of the 2009 Series A Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), permits the Town to refund all or a portion of the outstanding unredeemed maturities of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the Town, and the Town Board has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds.

NOW, THEREFORE, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK (by the favorable vote of at least two-thirds of all the members of said Town Board), AS FOLLOWS:

Section 1. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the aggregate Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) "Escrow Contract" means the contract to be entered into by and between the Town and the Escrow Holder pursuant to Section 10 hereof.
- (c) "Escrow Holder" means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) "Outstanding Bonds" shall mean the outstanding unredeemed maturities of the 2008 Bonds and the 2009 Series A Bonds.
- (e) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate

which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.

- (f) "Redemption Dates" mean December 1, 2017 and any date thereafter with respect to the 2008 Bonds maturing on or after December 1, 2018 and November 15, 2018 and any date thereafter with respect to the 2009 Series A Bonds maturing on or after November 15, 2019.
- (g) "Refunding Bond" or "Refunding Bonds" means all or a portion of the \$22,000,000 Refunding Serial Bonds-2016 of the Town of Islip, authorized to be issued pursuant to Section 2 hereof, which may be sold as one or more series of bonds.
- (h) "Refunding Bond Amount Limitation" means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of the Refunding Bonds including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.

Section 2. The Town Board of the Town (herein called the "Town Board"), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$22,000,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$22,000,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the Town to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the Town in the maximum principal amount of \$22,000,000 and substantially designated as "REFUNDING SERIAL BONDS-2016" are hereby authorized to be issued pursuant to the provisions of the Law. Said bonds may be sold in one or more series. The proposed financial plan for the refunding in the form attached hereto as **Exhibit A** (the "Refunding Financial Plan"), prepared for the Town by its Financial Advisor, Capital Markets Advisors LLC and hereby accepted and

approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the Town in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the Outstanding Bonds issued pursuant to various bond resolutions duly adopted on their respective dates, authorizing the issuance of bonds of the Town for various purposes. In accordance with the Refunding Financial Plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$22,000,000 shall mature in amounts and at dates to be determined. The Supervisor, the chief fiscal officer of the Town, is hereby authorized to approve all details of the Refunding Financial Plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The Refunding Bonds shall mature not later than the maximum period of probable usefulness ("PPU") permitted by law at the time of original issuance of the Bonds to be Refunded, as set forth in **Exhibits B-1 and B-2** annexed hereto and hereby made a part hereof, for the objects or purposes financed with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed Refunding Financial Plan attached hereto as **Exhibit A**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The Town Board recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the Refunding Financial Plan may vary from that attached hereto as **Exhibit A**.

Section 6. The Refunding Bonds may be sold at public or private sale and the Supervisor, the chief fiscal officer of the Town, is hereby authorized to execute a purchase contract on behalf of the Town for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller, and further providing that prior to the issuance of the Refunding Bonds the Supervisor shall have filed with the Town Board a certificate approved by the State Comptroller setting forth the Present Value Savings to the Town resulting from the issuance of the Refunding Bonds. In connection with such sale, the Town authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. In the event that the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Supervisor is hereby authorized and directed, to the extent required by law, to prepare or have prepared a Notice of Sale, a summary of which shall be published at least once in (a) "THE BOND BUYER", published in the City of New York and (b) the official newspaper(s) of the Town having general circulation within said

Town, not less than five (5) nor more than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale to (1) the State Comptroller, Albany, New York 12236; (2) at least two banks or trust companies having a place of business in the county in which the Town is located, or, if only one bank is located in such County, then to such bank and to at least two banks or trust companies having a place of business in an adjoining county; (3) "THE BOND BUYER", 1 State Street Plaza, New York, New York 10004; and (4) at least 10 bond dealers. The Supervisor is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the Town in connection with said refunding, including the preparation of the Refunding Financial Plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the Town for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.10 and 168.00 of the Law, the powers and duties of the Town Board relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale

and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of the Refunding Bonds, the Town shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the Refunding Financial Plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the Town, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the

Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the Town the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the Refunding Financial Plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the Town with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the Town and shall be applied by the Town only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the

investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion or series thereof as shall be required by the Refunding Financial Plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the Town Board hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Supervisor in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the Town by mailing such notice at least thirty days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the

direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Suffolk County News*", a newspaper having general circulation in the Town and hereby designated the official newspaper of said Town for such publication.

The adoption of the foregoing resolution was seconded by _____
and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

EXHIBIT A

PROPOSED REFUNDING FINANCIAL PLAN

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Refunding Summary

Dated 08/01/2016 | Delivered 08/01/2016

	2008 Bonds	2009 Series A Bonds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$8,995,000.00	\$9,890,000.00	\$18,885,000.00
Reoffering Premium	1,276,626.30	1,548,669.05	2,825,295.35
Total Sources	\$10,271,626.30	\$11,438,669.05	\$21,710,295.35
Uses Of Funds			
Total Underwriter's Discount (0.500%)	44,975.00	49,450.00	94,425.00
Costs of Issuance	54,630.31	60,225.05	114,855.36
Deposit to Net Cash Escrow Fund	10,168,440.46	11,330,998.82	21,499,439.28
Rounding Amount	3,580.53	(2,004.82)	1,575.71
Total Uses	\$10,271,626.30	\$11,438,669.05	\$21,710,295.35

Flow of Funds Detail

State and Local Government Series (SLGS) rates for Date of OMP Candidates	6/06/2016	6/06/2016	6/06/2016
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	\$10,168,440.46	\$11,330,998.82	\$21,499,439.28
Interest Earnings @ 0.753%	80,659.54	178,163.68	258,823.22
Total Draws	\$10,249,100.00	\$11,509,162.50	\$21,758,262.50

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 1.418%(AIC)	598,257.64	385,489.98	983,146.66
Contingency or Rounding Amount	3,580.53	(2,004.82)	1,575.71
Net Present Value Benefit	\$601,838.17	\$383,485.16	\$984,722.37
Net PV Benefit / \$20,315,000 Refunded Principal	6.221%	3.604%	4.847%
Net PV Benefit / \$18,885,000 Refunding Principal	6.691%	3.878%	5.214%

Bond Statistics

Average Life	4.071 Years	4.626 Years	4.361 Years
Average Coupon	5.0000000%	5.0000000%	5.0000000%
Net Interest Cost (NIC)	1.6365377%	1.7228115%	1.6844555%
Bond Yield for Arbitrage Purposes	1.4178745%	1.4178745%	1.4178745%
True Interest Cost (TIC)	1.4900888%	1.5551370%	1.5262741%
All Inclusive Cost (AIC)	1.3738412%	1.4529869%	1.4178745%

2016 Potential Refunding | Issue Summary | 6/ 6/2016 | 1:26 PM

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/15/2016	1,740,000.00	5.000%	272,783.34	2,012,783.34
05/15/2017	-	-	428,625.00	428,625.00
11/15/2017	1,885,000.00	5.000%	428,625.00	2,313,625.00
05/15/2018	-	-	381,500.00	381,500.00
11/15/2018	2,045,000.00	5.000%	381,500.00	2,426,500.00
05/15/2019	-	-	330,375.00	330,375.00
11/15/2019	2,175,000.00	5.000%	330,375.00	2,505,375.00
05/15/2020	-	-	276,000.00	276,000.00
11/15/2020	2,285,000.00	5.000%	276,000.00	2,561,000.00
05/15/2021	-	-	218,875.00	218,875.00
11/15/2021	2,395,000.00	5.000%	218,875.00	2,613,875.00
05/15/2022	-	-	159,000.00	159,000.00
11/15/2022	2,510,000.00	5.000%	159,000.00	2,669,000.00
05/15/2023	-	-	96,250.00	96,250.00
11/15/2023	2,565,000.00	5.000%	96,250.00	2,661,250.00
05/15/2024	-	-	32,125.00	32,125.00
11/15/2024	1,285,000.00	5.000%	32,125.00	1,317,125.00
Total	\$18,885,000.00	-	\$4,118,283.34	\$23,003,283.34

Yield Statistics

Bond Year Dollars	\$82,365.67
Average Life	4.361 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	1.6844555%
True Interest Cost (TIC)	1.5262741%
Bond Yield for Arbitrage Purposes	1.4178745%
All Inclusive Cost (AIC)	1.4178745%

IRS Form 8038

Net Interest Cost	1.3183454%
Weighted Average Maturity	4.518 Years

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2016	2,012,783.34	2,012,783.34	2,446,512.50	433,729.16
12/31/2017	2,742,250.00	2,742,250.00	2,863,775.00	121,525.00
12/31/2018	2,808,000.00	2,808,000.00	2,873,775.00	65,775.00
12/31/2019	2,835,750.00	2,835,750.00	2,880,725.00	44,975.00
12/31/2020	2,837,000.00	2,837,000.00	2,886,800.00	49,800.00
12/31/2021	2,832,750.00	2,832,750.00	2,887,725.00	54,975.00
12/31/2022	2,828,000.00	2,828,000.00	2,886,300.00	58,300.00
12/31/2023	2,757,500.00	2,757,500.00	2,885,400.00	127,900.00
12/31/2024	1,349,250.00	1,349,250.00	1,424,800.00	75,550.00
Total	\$23,003,283.34	\$23,003,283.34	\$24,035,812.50	\$1,032,529.16

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	983,146.66
Net PV Cashflow Savings @ 1.418%(AIC)	983,146.66
Contingency or Rounding Amount	1,575.71
Net Present Value Benefit	\$984,722.37
Net PV Benefit / \$20,315,000 Refunded Principal	4.847%
Net PV Benefit / \$18,885,000 Refunding Principal	5.214%

Refunding Bond Information

Refunding Dated Date	8/01/2016
Refunding Delivery Date	8/01/2016

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
11/15/2016	Serial Coupon	5.000%	0.800%	1,740,000.00	101.208%	1,761,019.20
11/15/2017	Serial Coupon	5.000%	0.910%	1,885,000.00	105.227%	1,983,528.95
11/15/2018	Serial Coupon	5.000%	1.030%	2,045,000.00	108.956%	2,228,150.20
11/15/2019	Serial Coupon	5.000%	1.150%	2,175,000.00	112.389%	2,444,460.75
11/15/2020	Serial Coupon	5.000%	1.260%	2,285,000.00	115.565%	2,640,660.25
11/15/2021	Serial Coupon	5.000%	1.380%	2,395,000.00	118.400%	2,835,680.00
11/15/2022	Serial Coupon	5.000%	1.480%	2,510,000.00	121.061%	3,038,631.10
11/15/2023	Serial Coupon	5.000%	1.580%	2,565,000.00	123.456%	3,166,646.40
11/15/2024	Serial Coupon	5.000%	1.700%	1,285,000.00	125.410%	1,611,518.50
Total	-	-	-	\$18,885,000.00	-	\$21,710,295.35

Bid Information

Par Amount of Bonds	\$18,885,000.00
Reoffering Premium or (Discount)	2,825,295.35
Gross Production	\$21,710,295.35
Total Underwriter's Discount (0.500%)	\$(94,425.00)
Bid (114.461%)	21,615,870.35
Total Purchase Price	\$21,615,870.35
Bond Year Dollars	\$82,365.67
Average Life	4.361 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	1.6844555%
True Interest Cost (TIC)	1.5262741%

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
08/01/2016	-	-	-	1.28	-	1.28
11/15/2016	1,187,171.00	0.280%	24,241.22	1,211,412.22	1,211,412.50	1.00
12/01/2016	1,214,108.00	0.330%	20,992.54	1,235,100.54	1,235,100.00	1.54
05/15/2017	136,426.00	0.520%	40,961.23	177,387.23	177,387.50	1.27
06/01/2017	154,313.00	0.550%	30,186.94	184,499.94	184,500.00	1.21
11/15/2017	1,196,984.00	0.650%	40,403.42	1,237,387.42	1,237,387.50	1.13
12/01/2017	8,800,019.00	0.670%	29,480.06	8,829,499.06	8,829,500.00	0.19
05/15/2018	124,975.00	0.750%	36,513.23	161,488.23	161,487.50	0.92
11/15/2018	8,685,442.00	0.830%	36,044.58	8,721,486.58	8,721,487.50	-
Total	\$21,499,438.00	-	\$258,823.22	\$21,758,262.50	\$21,758,262.50	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield

Cash Deposit	1.28
Cost of Investments Purchased with Bond Proceeds	21,499,438.00
Total Cost of Investments	\$21,499,439.28

Target Cost of Investments at bond yield	\$21,274,787.57
Actual positive or (negative) arbitrage	(224,651.71)

Yield to Receipt	0.7530796%
Yield for Arbitrage Purposes	1.4178745%

State and Local Government Series (SLGS) rates for	6/06/2016
--	-----------

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
11/15/2016	SLGS-CI	0.280%	0.280%	100.00000000%	1,187,171	1,187,171.00	-	1,187,171.00
12/01/2016	SLGS-CI	0.330%	0.330%	100.00000000%	1,214,108	1,214,108.00	-	1,214,108.00
05/15/2017	SLGS-CI	0.520%	0.520%	100.00000000%	136,426	136,426.00	-	136,426.00
06/01/2017	SLGS-CI	0.550%	0.550%	100.00000000%	154,313	154,313.00	-	154,313.00
11/15/2017	SLGS-NT	0.650%	0.650%	100.00000000%	1,196,984	1,196,984.00	-	1,196,984.00
12/01/2017	SLGS-NT	0.670%	0.670%	100.00000000%	8,800,019	8,800,019.00	-	8,800,019.00
05/15/2018	SLGS-NT	0.750%	0.750%	100.00000000%	124,975	124,975.00	-	124,975.00
11/15/2018	SLGS-NT	0.830%	0.830%	100.00000000%	8,685,442	8,685,442.00	-	8,685,442.00
Subtotal		-	-	-	\$21,499,438	\$21,499,438.00	-	\$21,499,438.00
Total		-	-	-	\$21,499,438	\$21,499,438.00	-	\$21,499,438.00

Escrow

Cash Deposit	1.28
Cost of Investments Purchased with Bond Proceeds	21,499,438.00
Total Cost of Investments	\$21,499,439.28

Delivery Date 8/01/2016

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Primary Purpose Fund Proof Of Yield @ 0.7530796%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
08/01/2016	-	1.0000000x	-	-
11/15/2016	1,211,412.22	0.9978309x	1,208,784.52	1,208,784.52
12/01/2016	1,235,100.54	0.9974976x	1,232,009.81	2,440,794.33
05/15/2017	177,387.23	0.9940877x	176,338.47	2,617,132.80
06/01/2017	184,499.94	0.9937557x	183,347.87	2,800,480.66
11/15/2017	1,237,387.42	0.9903586x	1,225,457.33	4,025,938.00
12/01/2017	8,829,499.06	0.9900279x	8,741,449.97	12,767,387.97
05/15/2018	161,488.23	0.9866435x	159,331.32	12,926,719.29
11/15/2018	8,721,486.58	0.9829424x	8,572,718.71	21,499,438.00
Total	\$21,758,261.22	-	\$21,499,438.00	-

Composition Of Initial Deposit

Cost of Investments Purchased with Bond Proceeds	21,499,438.00
Adjusted Cost of Investments	21,499,438.00

Town of Islip

Suffolk County, New York

\$18,885,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 12/01/2008 Delivered 12/01/2008							
2008 Bonds	12/01/2016	Serial	Coupon	4.000%	1,030,000	-	-
2008 Bonds	12/01/2017	Serial	Coupon	4.000%	1,080,000	-	-
2008 Bonds	12/01/2018	Serial	Coupon	4.000%	1,130,000	12/01/2017	100.000%
2008 Bonds	12/01/2019	Serial	Coupon	4.000%	1,180,000	12/01/2017	100.000%
2008 Bonds	12/01/2020	Serial	Coupon	4.250%	1,230,000	12/01/2017	100.000%
2008 Bonds	12/01/2021	Serial	Coupon	4.500%	1,285,000	12/01/2017	100.000%
2008 Bonds	12/01/2022	Serial	Coupon	4.500%	1,340,000	12/01/2017	100.000%
2008 Bonds	12/01/2023	Serial	Coupon	4.500%	1,400,000	12/01/2017	100.000%
Subtotal	-	-	-	-	\$9,675,000	-	-
Dated 11/19/2009 Delivered 11/19/2009							
2009 Series A Bonds	11/15/2016	Serial	Coupon	2.750%	1,020,000	-	-
2009 Series A Bonds	11/15/2017	Serial	Coupon	3.000%	1,060,000	-	-
2009 Series A Bonds	11/15/2018	Serial	Coupon	3.000%	1,095,000	-	-
2009 Series A Bonds	11/15/2019	Serial	Coupon	3.250%	1,130,000	11/15/2018	100.000%
2009 Series A Bonds	11/15/2020	Serial	Coupon	4.000%	1,170,000	11/15/2018	100.000%
2009 Series A Bonds	11/15/2021	Serial	Coupon	4.000%	1,215,000	11/15/2018	100.000%
2009 Series A Bonds	11/15/2022	Serial	Coupon	4.000%	1,265,000	11/15/2018	100.000%
2009 Series A Bonds	11/15/2023	Serial	Coupon	4.000%	1,315,000	11/15/2018	100.000%
2009 Series A Bonds	11/15/2024	Serial	Coupon	4.000%	1,370,000	11/15/2018	100.000%
Subtotal	-	-	-	-	\$10,640,000	-	-
Total	-	-	-	-	\$20,315,000	-	-

Town of Islip

Suffolk County, New York

\$8,995,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/15/2016	870,000.00	5.000%	129,927.78	999,927.78
05/15/2017	-	-	203,125.00	203,125.00
11/15/2017	970,000.00	5.000%	203,125.00	1,173,125.00
05/15/2018	-	-	178,875.00	178,875.00
11/15/2018	1,055,000.00	5.000%	178,875.00	1,233,875.00
05/15/2019	-	-	152,500.00	152,500.00
11/15/2019	1,120,000.00	5.000%	152,500.00	1,272,500.00
05/15/2020	-	-	124,500.00	124,500.00
11/15/2020	1,175,000.00	5.000%	124,500.00	1,299,500.00
05/15/2021	-	-	95,125.00	95,125.00
11/15/2021	1,235,000.00	5.000%	95,125.00	1,330,125.00
05/15/2022	-	-	64,250.00	64,250.00
11/15/2022	1,285,000.00	5.000%	64,250.00	1,349,250.00
05/15/2023	-	-	32,125.00	32,125.00
11/15/2023	1,285,000.00	5.000%	32,125.00	1,317,125.00
Total	\$8,995,000.00	-	\$1,830,927.78	\$10,825,927.78

Yield Statistics

Bond Year Dollars	\$36,618.56
Average Life	4.071 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	1.6365377%
True Interest Cost (TIC)	1.4900888%
Bond Yield for Arbitrage Purposes	1.4178745%
All Inclusive Cost (AIC)	1.3738412%

IRS Form 8038

Net Interest Cost	1.2817782%
Weighted Average Maturity	4.210 Years

Town of Islip

Suffolk County, New York

\$8,995,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2016	999,927.78	999,927.78	1,235,100.00	235,172.22
12/31/2017	1,376,250.00	1,376,250.00	1,449,000.00	72,750.00
12/31/2018	1,412,750.00	1,412,750.00	1,455,800.00	43,050.00
12/31/2019	1,425,000.00	1,425,000.00	1,460,600.00	35,600.00
12/31/2020	1,424,000.00	1,424,000.00	1,463,400.00	39,400.00
12/31/2021	1,425,250.00	1,425,250.00	1,466,125.00	40,875.00
12/31/2022	1,413,500.00	1,413,500.00	1,463,300.00	49,800.00
12/31/2023	1,349,250.00	1,349,250.00	1,463,000.00	113,750.00
Total	\$10,825,927.78	\$10,825,927.78	\$11,456,325.00	\$630,397.22

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	\$98,257.64
-------------------------------	-------------

Net PV Cashflow Savings @ 1.374%(AIC)	598,257.64
---------------------------------------	------------

Contingency or Rounding Amount	3,580.53
--------------------------------	----------

Net Present Value Benefit	\$601,838.17
---------------------------	--------------

Net PV Benefit / \$9,675,000 Refunded Principal	6.221%
---	--------

Net PV Benefit / \$8,995,000 Refunding Principal	6.691%
--	--------

Refunding Bond Information

Refunding Dated Date	8/01/2016
----------------------	-----------

Refunding Delivery Date	8/01/2016
-------------------------	-----------

Town of Islip

Suffolk County, New York

\$15,015,000 Public Improvement Serial Bonds - 2008

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/01/2016	1,030,000.00	205,100.00	1,235,100.00	1,030,000.00	4.000%	205,100.00	1,235,100.00
06/01/2017	-	184,500.00	184,500.00	-	-	184,500.00	184,500.00
12/01/2017	8,645,000.00	184,500.00	8,829,500.00	1,080,000.00	4.000%	184,500.00	1,264,500.00
06/01/2018	-	-	-	-	-	162,900.00	162,900.00
12/01/2018	-	-	-	1,130,000.00	4.000%	162,900.00	1,292,900.00
06/01/2019	-	-	-	-	-	140,300.00	140,300.00
12/01/2019	-	-	-	1,180,000.00	4.000%	140,300.00	1,320,300.00
06/01/2020	-	-	-	-	-	116,700.00	116,700.00
12/01/2020	-	-	-	1,230,000.00	4.250%	116,700.00	1,346,700.00
06/01/2021	-	-	-	-	-	90,562.50	90,562.50
12/01/2021	-	-	-	1,285,000.00	4.500%	90,562.50	1,375,562.50
06/01/2022	-	-	-	-	-	61,650.00	61,650.00
12/01/2022	-	-	-	1,340,000.00	4.500%	61,650.00	1,401,650.00
06/01/2023	-	-	-	-	-	31,500.00	31,500.00
12/01/2023	-	-	-	1,400,000.00	4.500%	31,500.00	1,431,500.00
Total	\$9,675,000.00	\$574,100.00	\$10,249,100.00	\$9,675,000.00	-	\$1,781,325.00	\$11,456,325.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/01/2016
Average Life	4.061 Years
Average Coupon	4.3597820%
Weighted Average Maturity (Par Basis)	4.061 Years
Weighted Average Maturity (Original Price Basis)	4.061 Years

Refunding Bond Information

Refunding Dated Date	8/01/2016
Refunding Delivery Date	8/01/2016

Town of Islip

Suffolk County, New York

\$9,890,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/15/2016	870,000.00	5.000%	142,855.56	1,012,855.56
05/15/2017	-	-	225,500.00	225,500.00
11/15/2017	915,000.00	5.000%	225,500.00	1,140,500.00
05/15/2018	-	-	202,625.00	202,625.00
11/15/2018	990,000.00	5.000%	202,625.00	1,192,625.00
05/15/2019	-	-	177,875.00	177,875.00
11/15/2019	1,055,000.00	5.000%	177,875.00	1,232,875.00
05/15/2020	-	-	151,500.00	151,500.00
11/15/2020	1,110,000.00	5.000%	151,500.00	1,261,500.00
05/15/2021	-	-	123,750.00	123,750.00
11/15/2021	1,160,000.00	5.000%	123,750.00	1,283,750.00
05/15/2022	-	-	94,750.00	94,750.00
11/15/2022	1,225,000.00	5.000%	94,750.00	1,319,750.00
05/15/2023	-	-	64,125.00	64,125.00
11/15/2023	1,280,000.00	5.000%	64,125.00	1,344,125.00
05/15/2024	-	-	32,125.00	32,125.00
11/15/2024	1,285,000.00	5.000%	32,125.00	1,317,125.00
Total	\$9,890,000.00	-	\$2,287,355.56	\$12,177,355.56

Yield Statistics

Bond Year Dollars	\$45,747.11
Average Life	4.626 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	1.7228115%
True Interest Cost (TIC)	1.5551370%
Bond Yield for Arbitrage Purposes	1.4178745%
All Inclusive Cost (AIC)	1.4529869%

IRS Form 8038

Net Interest Cost	1.3471852%
Weighted Average Maturity	4.794 Years

Town of Islip

Suffolk County, New York

\$9,890,000 Refunding Serial Bonds - 2016

Prevailing 'Aaa' Rates plus 20 bps - 6.6.16

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2016	1,012,855.56	1,012,855.56	1,211,412.50	198,556.94
12/31/2017	1,366,000.00	1,366,000.00	1,414,775.00	48,775.00
12/31/2018	1,395,250.00	1,395,250.00	1,417,975.00	22,725.00
12/31/2019	1,410,750.00	1,410,750.00	1,420,125.00	9,375.00
12/31/2020	1,413,000.00	1,413,000.00	1,423,400.00	10,400.00
12/31/2021	1,407,500.00	1,407,500.00	1,421,600.00	14,100.00
12/31/2022	1,414,500.00	1,414,500.00	1,423,000.00	8,500.00
12/31/2023	1,408,250.00	1,408,250.00	1,422,400.00	14,150.00
12/31/2024	1,349,250.00	1,349,250.00	1,424,800.00	75,550.00
Total	\$12,177,355.56	\$12,177,355.56	\$12,579,487.50	\$402,131.94

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	385,489.98
Net PV Cashflow Savings @ 1.453%(AIC)	385,489.98
Contingency or Rounding Amount	(2,004.82)
Net Present Value Benefit	\$383,485.16
Net PV Benefit / \$10,640,000 Refunded Principal	3.604%
Net PV Benefit / \$9,890,000 Refunding Principal	3.878%

Refunding Bond Information

Refunding Dated Date	8/01/2016
Refunding Delivery Date	8/01/2016

Town of Islip

Suffolk County, New York

\$15,255,000 Public Improvement Serial Bonds - 2009 Series A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/15/2016	1,020,000.00	191,412.50	1,211,412.50	1,020,000.00	2.750%	191,412.50	1,211,412.50
05/15/2017	-	177,387.50	177,387.50	-	-	177,387.50	177,387.50
11/15/2017	1,060,000.00	177,387.50	1,237,387.50	1,060,000.00	3.000%	177,387.50	1,237,387.50
05/15/2018	-	161,487.50	161,487.50	-	-	161,487.50	161,487.50
11/15/2018	8,560,000.00	161,487.50	8,721,487.50	1,095,000.00	3.000%	161,487.50	1,256,487.50
05/15/2019	-	-	-	-	-	145,062.50	145,062.50
11/15/2019	-	-	-	1,130,000.00	3.250%	145,062.50	1,275,062.50
05/15/2020	-	-	-	-	-	126,700.00	126,700.00
11/15/2020	-	-	-	1,170,000.00	4.000%	126,700.00	1,296,700.00
05/15/2021	-	-	-	-	-	103,300.00	103,300.00
11/15/2021	-	-	-	1,215,000.00	4.000%	103,300.00	1,318,300.00
05/15/2022	-	-	-	-	-	79,000.00	79,000.00
11/15/2022	-	-	-	1,265,000.00	4.000%	79,000.00	1,344,000.00
05/15/2023	-	-	-	-	-	53,700.00	53,700.00
11/15/2023	-	-	-	1,315,000.00	4.000%	53,700.00	1,368,700.00
05/15/2024	-	-	-	-	-	27,400.00	27,400.00
11/15/2024	-	-	-	1,370,000.00	4.000%	27,400.00	1,397,400.00
Total	\$10,640,000.00	\$869,162.50	\$11,509,162.50	\$10,640,000.00	-	\$1,939,487.50	\$12,579,487.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/01/2016
Average Life	4.532 Years
Average Coupon	3.8542582%
Weighted Average Maturity (Par Basis)	4.532 Years
Weighted Average Maturity (Original Price Basis)	4.532 Years

Refunding Bond Information

Refunding Dated Date	8/01/2016
Refunding Delivery Date	8/01/2016

EXHIBIT B-1
PERIODS OF PROBABLE USEFULNESS
(2008 Bonds)

<u>Purpose</u>	<u>Period of Probable Usefulness (Years)</u>
Drainage Improvements	40
Marina & Bulkhead Improvements	20
Road Improvements	15
Vehicles at MacArthur Airport	5
Bay Water Pumps at Fish Hatchery	5
Marine Engines Police Boats	5
Equipment for Emergency Center	5
Improvements to Traffic Signals	10
Equipment for MacArthur Airport	5
Hazardous Material Equipment - MacArthur Airport	5
Recreational Facilities Improvements	15
Portable Generator	5
Recreation Department Heavy Equipment	15
Sayville Recycle Building Improvements	15
Tree Program	5
Various Community Improvements	5
Vehicle Improvements	5
Fire Rescue Equipment - MacArthur Airport	5
Building Improvements - MacArthur Airport	15
Lighting District Improvements	5
Sidewalk Improvements	10
Paving & Parking Improvements	10
Town Facilities Improvements	15
Marina Spray System	15
Computers & Software	5
Brookwood Hall	10
Islip Resource Recovery Agency Improvements	15

EXHIBIT B-2

PERIODS OF PROBABLE USEFULNESS

(2009 Series A Bonds)

<u>Purpose</u>	<u>Period of Probable Usefulness (Years)</u>
Improvements to Compost Facility	15
Improvements to Resource Recovery Facility	15
Improvements to Traffic Signs	10
Acquisition of Vehicles and Equipment	10
Improvements to Sayville Landfill	20
Improvements to Sonia Road Landfill	20
Marina and Bulkhead Improvement	20
Improvements to the Timberline Pool	15
Improvements to Parks & Recreational Area	15
Improvements to Town Facilities	15
Acquisition of Heavy Vehicles	15
Road Drainage Improvements	40
Paving of Roads	15
Improvements to the Auditorium	15
Sidewalk Improvements	10
Equipment for DPW	5
Improvements to Vehicles	5
GIS Surveys	5
Road Safety Improvements	5
Various Community Improvements	5
Acquisition of Marina Equipment	5
Removal and Replacement of trees	5
Installation of Guard Rails	5
Phone System Improvements	5
Computer Hardware and Software	5

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

No. 29

TO: SUPERVISOR ANGIE M. CARPENTER
COUNCILMAN STEVEN J. FLOTTERON
COUNCILWOMAN TRISH BERGIN WEICHBRODT
COUNCILMAN JOHN C. COCHRANE, JR.
COUNCILWOMAN MARY KATE MULLEN

FROM: MEA KNAPP, TOWN ATTORNEY

RE: TOWN BOARD DISCUSSION AGENDA

Authorization for the Supervisor to enter into a lease with Eleven Maple Avenue Associates, LLC. to provide additional public parking in the hamlet of Bay Shore.

FOR INCLUSION ON THE TOWN BOARD DISCUSSION AGENDA ON **TUESDAY, AUGUST 9, 2016 AT 2PM** IN THE TOWN BOARD ROOM, ISLIP TOWN HALL

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

Mea Knapp, 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**

INSTRUCTION: All items for Town Board action must be accompanied by a sponsor's memorandum which shall be the covering document for all agenda submissions. All items should be reported to the Deputy Supervisor no later than 12 days prior to the scheduled 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 been passed or denied by the Board.

To authorize the Supervisor to enter into a month to month lease with eleven Maple Avenue Associates, LLC in an effort to provide additional public parking in the hamlet at a cost to the Town of Islip of 35% of the real property taxes of S.C.T.M. # 500-393.00-04.00-026.010, payable in monthly installments, subject to the approval of the Town Attorney

SPECIFY WHERE APPLICABLE:

1. Entity or individual benefitted by resolution: Hamlet of Bay Shore
2. Site or location effected by resolution: Parking lot located in Bay Shore a/k/a SCTM NO. 500-393-4-p/o 26.010
3. Cost: \$1,033.75 per month
4. Budget Line:
5. Amount and source of outside funding: none

ENVIRONMENTAL IMPACT: Is this action subject to a SEQRA environmental review?

_____ Yes under Section I, Sub A, Number _____, of Town of Islip 617 Check List, an environmental review is required.

 X No under Section II, Sub B, Number _____, of Town of Islip 617 Check List, no environmental review is required.

Signature of Commissioner/Department Head Sponsor:

Date

Mea Knapp, Town Attorney

WHEREAS, Bay Shore is a thriving hamlet in the Town of Islip and there is currently a parking shortage in that hamlet; and

WHEREAS, Eleven Maple Avenue Associates, LLC owns a parking lot in the hamlet of Bay Shore, New York (S.C.T.M. #500-393.00-04.00- P/O 026.010), which is adjacent to a Town of Islip Municipal Parking Lot; and

WHEREAS, Eleven Maple Avenue Associates, LLC is agreeable to enter into a month to month lease with the Town of Islip in an effort to provide additional public parking in the hamlet at a cost to the Town of Islip of 35% of the real property taxes of S.C.T.M. # 500-393.00-04.00-026.010, paid in monthly installments; and

WHEREAS, the real property taxes for S.C.T.M. # 500-393.00-04.00-026.010 for 2015/16 tax year were \$35,442.80, resulting in a monthly lease amount of \$1,033.75; and

WHEREAS, it is in the best interests of the Town of Islip to enter into a month to month lease with Eleven Maple Avenue Associates, LLC, in order to provide additional public parking in the hamlet of Bay Shore.

NOW, THEREFORE, on a motion of
seconded by

be it

RESOLVED, that the Supervisor is hereby authorized to enter into a month to month lease with eleven Maple Avenue Associates, LLC in an effort to provide additional public parking in the hamlet at a cost to the Town of Islip of 35% of the real property taxes of S.C.T.M. # 500-393.00-04.00-026.010, payable in monthly installments, subject to the approval of the Town Attorney; and be it

FURTHER RESOLVED, that the Comptroller is hereby authorized to make any and all budgetary adjustments deemed necessary.

Upon a vote being taken, the result was