

42-26

BRUCE A. BLAKEMAN  
County Executive



NASSAU COUNTY  
New York

Staff Summary 2026

<b>Date:</b> 01/05/2026
<b>Dept:</b> County Executive
<b>Dept Head:</b> Bruce A. Blakeman
<b>Dept Contact:</b> Arthur T. Walsh
<b>Dept Head Signature:</b>

<b>Legislation Type:</b> Resolution
<b>Subject:</b> Tax Exemption Extension Agreement

RECEIVED  
 NASSAU COUNTY  
 CLERK OF THE LEGISLATURE  
 2026 FEB 26 AM 10:53

Internal Approvals

<b>County Executive/Deputy:</b>		<b>County Attorney:</b>	
<b>Budget:</b>		<b>Legislative Affairs:</b>	

**Purpose:**

To pass a Resolution (Exhibit A) authorizing the execution of a Tax Exemption Extension Agreement (Exhibit B) pursuant to Article V, Section 125(1)(a-5) of the Private Housing Finance Law (the "PHFL") extending the term of the Tax Exemption Agreement (Exhibit C) for the senior affordable cooperative apartment development located at 1900 Fox Hill Drive, Woodbury, New York (Section 15, Block 205, Lots 1 - 21 on the Nassau County Land and Tax Map) for a period of 25 years commencing January 1, 2025. The Tax Exemption Agreement dated October 22, 1999 granted certain real estate tax exemptions to Woodbury Gardens as an inducement for the construction and operation of a low to moderate income senior citizen cooperative housing development. An extension of the tax exemption is necessary for the continued availability of affordable housing for low to moderate income senior citizens in Nassau County.

**Discussion:**

Woodbury Gardens Redevelopment Company Owners Corporation (hereafter "Woodbury Gardens") is a mutual redevelopment company organized pursuant to Article V of the PHFL that owns and operates Woodbury Gardens, a 214 unit cooperative apartment development for low to moderate income senior citizens 62 years of age or older. The Town of Oyster Bay is the Supervising Agency in accordance with Article V of the PHFL. By Resolution No. 840-2025 the Town Board of the Town of Oyster Bay authorized the Supervisor of the Town of Oyster Bay or his designee to acknowledge and consent to the Tax Exemption Extension Agreement (see Exhibit D). An extension of the Tax Exemption Agreement for a term of 25 years will allow for the continued operation of the cooperative apartment development with maximum benefit to the senior community residing there.

**Impact on Funding:**

The tax exemption granted pursuant to the Tax Exemption Agreement dated October 22, 1999 will be extended for twenty-five (25) years commencing January 1, 2025.

**Recommendation:**

Approve as submitted

RESOLUTION NO: - 2026

A RESOLUTION to authorize the execution of a Tax Exemption Extension Agreement between the County of Nassau (the "County") and Woodbury Gardens Redevelopment Company Owners Corporation, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of New York ("Woodbury Gardens").

APPROVED AS TO FORM



Assistant County Attorney

2026 FEB 26 A 10:53

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

WHEREAS, Woodbury Gardens is a mutual redevelopment company organized pursuant to Article V of the New York Private Housing Finance Law (the "PHFL"). Woodbury Gardens owns and operates a low to moderate income senior citizen cooperative apartment development located at 1900 Fox Hill Drive, Woodbury, New York identified as Section 15, Block 205, Lots 1 - 21 on the Nassau County Land and Tax Map (the "Premises"); and

WHEREAS, the Premises consists of 214 cooperative apartment units owned by shareholders who are low to moderate income senior citizens aged 62 and older; and

WHEREAS, Woodbury Gardens and the County entered into a Tax Exemption Agreement dated October 22, 1999 (the "Tax Exemption Agreement") in conjunction with the development of the Premises for Woodbury Gardens as described herein. The Tax Exemption Agreement provided for an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one

hundred percent (100%) of the value of the land together with the improvements to be constructed thereon which represented an increase over the assessed valuation of the land and improvements at the time of its acquisition by Woodbury Gardens which was \$121,410.; and

WHEREAS, the Tax Exemption Agreement expired on December 31, 2024 and Woodbury Gardens has determined that an extension of the Agreement pursuant to Article V, Section 125(1)(a-5) of the PHFL is necessary in order to maintain the Premises as an affordable senior citizen cooperative apartment facility and to provide safe, clean and affordable housing for seniors in Nassau County; and

WHEREAS, Article V, Section 125(1)(a-5) of the New York Private Housing Finance Law provides that “the local legislative body of any municipality within the County of Nassau..... may contract with such mutual redevelopment company to extend such tax exemption for not more than twenty-five additional years at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period for all of the additional twenty-five year period”; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purposes of taxation within the meaning of and in accordance with Section 125(c) and (d) of the PHFL.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that this Legislature hereby approves and the County Executive be and is hereby authorized to execute the Tax Exemption Extension Agreement on behalf of the County with Woodbury Gardens, a copy of which shall be on file in the Office of the Clerk of the County Legislature of Nassau County, and it is further

RESOLVED, that the County Executive is hereby authorized to execute any and all ancillary documents and to take such other action as is necessary to carry out the purposes of the Tax Exemption Extension Agreement, and it is further

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed action has been determined not to have a significant effect on the environment and that no further review is required, and be it further

RESOLVED, that this Resolution shall take effect immediately

# EXHIBIT "B"

## TAX EXEMPTION EXTENSION AGREEMENT

This Tax Exemption Extension Agreement made this 20<sup>th</sup> day of October, 2025, effective as of January 1, 2025 (hereafter this "Agreement") by and among the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County") having its principal office at the County Executive Building, 1550 Franklin Avenue, Mineola, New York, 11501 and WOODBURY GARDENS REDEVELOPMENT COMPANY OWNERS CORPORATION, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended ("the PHFL"), having its principal office at 1900 Fox Hill Drive, Woodbury, New York 11797 (hereafter referred to as "Woodbury Gardens").

### WITNESSETH:

**WHEREAS**, the County and Woodbury Gardens entered into that certain Tax Exemption Agreement dated October 22, 1999 (the "Tax Exemption Agreement", attached hereto as Exhibit "A"), wherein Woodbury Gardens was granted certain real estate tax exemptions (hereafter the "Tax Exemptions") as an inducement for the construction and operation of a low to moderate income senior citizen co-operative housing development consisting of 214 cooperative apartment units located in a garden type complex with a separate community building with recreational space and on-site parking (the "Project"). The Project is located at 1900 Fox Hill Drive, Woodbury, Town of Oyster Bay, New York and is identified as Section 15, Block 205, Lots 1 - 21 on the Nassau County Land and Tax Map (hereafter the "Premises"); and

**WHEREAS**, the Tax Exemption Agreement expired on December 31, 2024; and

**WHEREAS**, no party is in default, or in receipt of a notice of default, under the Tax Exemption Agreement; and

**WHEREAS**, the Tax Exemption Agreement granted Woodbury Gardens an exemption from County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred percent (100%) of the value of the Premises, including improvements thereon, included in the Project which represents an increase over the assessed valuation of the Premises, both land and improvements, acquired for the Project at the time of its acquisition by Woodbury Gardens. The Tax Exemption Agreement further provided that "the real property taxes will be based upon the January 1, 1999 assessed valuation of \$121,410" and that "any increase in the assessed valuation of the Property, for both land and improvements, shall be exempt from County, Town, Special District and School District taxes for a period of twenty-five years" commencing with the 1999-2000 School Tax Year and the 2000 Town Tax; and

**WHEREAS**, pursuant to Article V, Section 125(1)(a-5) of the PHFL, the Tax Exemption Agreement may be extended for an additional term not to exceed twenty-five (25) years, at a rate of tax exemption equal to the rate of the Tax Exemption immediately preceding the termination

of the initial twenty-five year period for the full twenty-five (25) years of the term as extended ;  
and

**WHEREAS**, the Housing Authority of the Town of Oyster Bay is the Supervising Agency in accordance with Article V of the PHFL; and

**WHEREAS**, an extension of the Tax Exemption Agreement for an additional term of twenty-five (25) years pursuant to Article V, Section 125(1)(a-5) of the PHFL will allow for the continued operation of the Project with maximum benefit to the senior community residing in the Premises; and

**WHEREAS**, an extension of the Tax Exemption is necessary for the continued availability of affordable housing for low to moderate income senior citizens in Nassau County; and

**WHEREAS**, the Legislature of the County of Nassau, by Resolution adopted \_\_\_\_\_, 2025, a copy of which is attached hereto as Exhibit "B", approved and authorized an extension of the Tax Exemption in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Tax Exemption Agreement.

2. **Extension of Term.** The Tax Exemption is hereby extended for a period of twenty-five (25) years (the "Extended Term") commencing January 1, 2025 and shall expire on December 31, 2049, or at such time as the Project is no longer operated under the restrictions and purposes set forth in Article V of the PHFL, unless otherwise terminated as provided by this Agreement or pursuant to applicable law.

3. **Exemption.** The County hereby extends to Woodbury Gardens or any successor or transferee entity organized pursuant to Article V of the PHFL, an exemption from County, Town and Special District and School taxes (hereafter collectively "taxes") to run for all of the Extended Term at the same rate of exemption that existed immediately preceding the expiration of the initial twenty-five year term of the Tax Exemption Agreement as modified and in accordance with the terms of this Extension Agreement. So long as the Tax Exemption provided for hereunder shall continue in full force and effect, Woodbury Gardens shall, subject to the provisions set forth in sections 4, 5 and 11 of this Agreement, pay each year to the Comptroller of the Town of Oyster Bay, for the benefit of the County, the Town, the School District and Special Districts in which the Property is located, all real estate taxes in accordance with the terms of this Agreement.

4. **Invoicing.** The Town agrees to bill Woodbury Gardens at the address first written above or such other address as may be provided to the Town in writing each year that this Agreement is or remains in effect. Failure of the Town to bill Woodbury Gardens each year does not in any way affect the obligation of Woodbury Gardens to make the tax payments required under this Agreement.

5. **Payment.** The amounts due and payable under this Agreement shall be due and payable as invoiced by the Town. Amounts due and payable under this Agreement shall be payable to the Comptroller of the Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, N.Y. 11771, or at such other address as the Comptroller may notify Woodbury Gardens.

6. **Late Payments.** In addition to any other remedy available to the County at law or in equity, it is understood and agreed that Woodbury Gardens' failure to make tax payments pursuant to this Agreement when said payments shall be due and payable, shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes.

7. **Allocation by Comptroller.** All tax payments made hereunder shall be allocated by the Town among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each tax jurisdiction had the Premises not been partially exempt. The Town shall forward the allocated amounts from each yearly tax payment to the County, Town and affected School District(s). The amount forwarded to the School District by the Town shall also include the portion allocated to the applicable Library District, which proportional amount is to be forwarded by the School District to the Library District. The amount retained by the Town shall also include the portions allocated to the Special Districts in which the Premises is located, which proportional amounts are to be forwarded by the Town to the respective Special District.

8. **Payments Unconditional.** Woodbury Gardens, by signing below, agrees to make the tax payments regardless of whether any one or more residents of the Premises fails to pay maintenance, rent or similar fees.

9. **No Oral Modification.** This Agreement may not be orally modified or terminated nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any modification, termination or waiver is sought.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and each of their respective legal representatives, successors and permitted assigns.

11. **Default.** In the event that Woodbury Gardens fails to make its tax payments when due in accordance with Section 5 of this Agreement in any given year during the Extended Term (after the expiration of any applicable grace period for the payment of taxes and any applicable notice to cure), or if Woodbury Gardens shall breach any other condition or provision of this Agreement (after the expiration of any applicable notice to cure), then, in addition to any other remedy available to the County at law or in equity, the Tax Exemption shall be subject to termination and the Premises shall become assessed with full real property taxes without any

further exemption, provided that the County shall have given 30 days' prior written notice to Woodbury Gardens of the default and Woodbury Gardens shall have failed to cure, (a) a default in the payment of taxes within the thirty (30) days provided in the written notice of default, or (b) within 60 days of such notice for a non-tax payment breach of this Agreement. In the event of a dispute as to whether a default has occurred or is capable of being cured, the parties shall submit their dispute to judicial resolution and this Extension Agreement shall remain in effect pending the final resolution of the dispute. If it is finally determined that a default has occurred and it is not cured within 30 days after a judicial order with Notice of Entry, then the County may terminate this Agreement.

12. **No Protest or Challenge.** So long as the Tax Exemption with respect to the Premises described above remains in effect, neither Woodbury Gardens, nor its successors and/or assigns, nor the individual residents, shall protest, challenge or file a tax certiorari petition with respect to the assessed valuation of the Premises, provided, however, Woodbury Gardens may file challenges at any time within two (2) years prior to the expiration of this Extension Agreement. Except as permitted, neither Woodbury Gardens, nor Woodbury Gardens on behalf of those residing in the units, shall be eligible to receive or file for any other abatement or exemption except for the exemption granted herein for the duration of this Agreement.

13. **Ratification.** The parties hereby confirm that, except as expressly modified herein, all other terms and conditions of the Tax Exemption Agreement remain in full force and effect, are hereby ratified and confirmed by the parties and are incorporated herein as if set forth in detail, the parties agreeing to continue to be bound by the terms and conditions set forth therein. In the event of any conflict between the terms of this Agreement and the terms of the Tax Exemption Agreement, the terms of this Agreement shall control.

14. **Counterparts.** This Agreement may be executed in one or more counterparts (each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument) and facsimile and PDF signatures shall be binding with the same force and effect as original signatures.

15. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or employee or agent of Woodbury Gardens, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at One West Street, Mineola, NY 11501, (ii) if to an Applicable Deputy County Executive ("DCE"), to the attention of the Applicable DCE (whose name Woodbury Gardens shall obtain from the County) at the address specified above for the County, (iii) if to the Comptroller of the Town of Oyster Bay, to the attention of the Comptroller at 54 Audrey Avenue, Oyster Bay, NY 11771, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, (v) if to Woodbury Gardens, to the attention of the Managing Agent of Woodbury Gardens at the address specified above for Woodbury Gardens, and to Woodbury Gardens'

Counsel at the office of Woodbury Gardens' Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

16. Excutory Clause. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Woodbury Gardens or any other person or entity unless (i) all County approvals have been obtained, including approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or a Deputy County Executive.

17. Modification/Governing Law. This Agreement may be modified only by written instrument duly executed by the parties hereto and shall be construed and interpreted, and may be modified, in accordance with the laws of the State of New York.

18. Assignment. This Agreement may only be assigned, shared or otherwise transferred to an entity formed pursuant to the PHFL and this Agreement shall not be assigned, shared or otherwise transferred without the prior written consent of the County which shall not be unreasonably withheld, conditioned or delayed. Any purported assignment, sharing or transfer without such consent shall be void ab initio.

19. Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be otherwise affected by such holding or adjudication,

20. Prohibition of Gifts. In accordance with County Executive Order 2-2018, Woodbury Gardens shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Woodbury Gardens on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Woodbury Gardens shall include the provisions of this subsection in each subcontract entered into under this Agreement.

21. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Woodbury Gardens shall disclose as part of its compliance with such Order complete disclosure form(s) reflecting any and all instances where it employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Woodbury Gardens shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

22. Accounting Procedures: Records. Woodbury Gardens shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with an income tax basis of accounting and, if Woodbury Gardens is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services or benefits hereunder and/or the payment therefore, and any of their duly designated representatives, upon reasonable notice. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement as of the dates hereinafter set forth.

ATTEST:

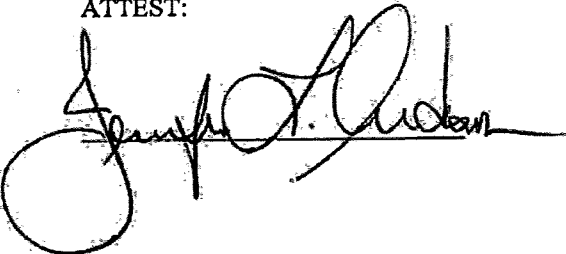
THE COUNTY OF NASSAU

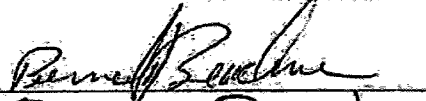

\_\_\_\_\_

By: \_\_\_\_\_  
County Executive

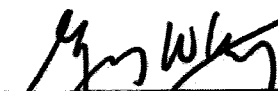
ATTEST:


WOODBURY GARDENS  
REDEVELOPMENT  
COMPANY OWNERS CORPORATION



By:   
BERNARD BEALKOM 

ACKNOWLEDGED AND CONSENTED TO:  
TOWN OF OYSTER BAY

By:   
Name: Gregory W. Quinn, Jr.  
Title: Deputy Supervisor

Reviewed By  
Office of Town Attorney  


Reviewed By  
Office of Town Attorney  


State of New York )ss:  
County of Nassau )

On the 20<sup>th</sup> day of October in the year 2025 before me, the undersigned notary public, personally appeared Demond Beachler of Woodbury Gardens Redevelopment Company Owners Corporation, a mutual redevelopment corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*[Handwritten mark]*

NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01AN6058940  
Qualified in Suffolk County  
My Commission Expires: May 21, 2027

[Signature]  
Notary Public

State of New York )ss:  
County of Nassau )

On the 8 day of December in the year 2025, before me personally came, Gregory W. Quinn, Jr the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation described in and who executed the above instrument; that he/she being duly sworn, did depose and say that he/she is the Supervisor/Comptroller of the Town of Oyster Bay; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Oyster Bay Town Board, and that he/she signed his/her name thereto by like authority.

[Signature]  
Notary Public  
Notary Public, State of New York  
No. 01SM4777920  
Qualified in Nassau County  
Commission Expires September 30, 2026

State of New York) ss.:  
County of Nassau)

On the \_\_\_ day of \_\_\_\_\_ in the year 2025, before me personally came, \_\_\_\_\_ the County Executive/Chief Deputy County Executive of the County of Nassau, the municipal corporation described in and who executed the above instrument; that being duly sworn, he did depose and say that he is the County Executive/Chief Deputy County Executive of Nassau County; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Nassau County Legislature, and that he signed his name thereto by like authority.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

*Pete*

*12/28/99*

*Signed  
Approved*

**TAX EXEMPTION AGREEMENT**

THIS AGREEMENT, made this 28<sup>th</sup> day of DEC., 1999, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County"), having its principal office at the County Executive Building, Mineola, New York, and WOODBURY GARDENS REDEVELOPMENT COMPANY OWNERS CORP., a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "Company"), having its principal office at the Garden City Hotel, Garden City, New York 11771.

**WITNESSETH:**

WHEREAS, the Town of Oyster Bay (hereinafter called "Town") is desirous of causing the provision of additional low or moderate income housing for the elderly in the Town; and

WHEREAS, the Company will acquire or has acquired title to certain property on the north side of Jericho Turnpike, in Woodbury, in the Town (said property being hereinafter called "Property," and being more fully described in Schedule A attached hereto and made a part hereof) and will be or is engaged in a residential project thereon known as the Woodbury Gardens Cooperative (hereinafter called "Housing Project"); and

WHEREAS, in order for the Housing Project to be feasible, the Company has applied to the County Legislature of the County of Nassau for an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, included in the Housing Project at the time of its acquisition by the Company,

*66-3-99*

*12/28/99*  
County of Nassau

DEC 28 1999

*15/*

*12/28/99*

pursuant to Section 125 of Article V of the Private Housing Finance Law of the State of New York, as amended, upon the terms and conditions provided herein; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purpose of taxation within the meaning of and in accordance with Section 125.1(c) of Article V of the Private Housing Finance Law of the State of New York, as amended; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The County hereby grants to the Company or any successor or transferee redevelopment company an exemption from all County, Town, Special-District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including the improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, such tax exemption to operate for a period of twenty-five (25) years, commencing from the date on which the benefits of such exemption first became available and effective (i.e., the next taxable status date as established by Section 6-2.1 of the Nassau County Administrative Code).

2. So long as the exemption provided for hereunder shall continue in force and effect, the Company shall pay to the Comptroller of the Town, for the benefit of the County, the Town, Special Districts and the School District, taxes for the Property, the amount of which shall be determined on the basis of the County assessed valuation of the Property, both land and improvements, at the time of its acquisition by the Company.

3. It is understood and agreed that as of January 1, 1999, the assessed valuation of the Property, both land and improvements, is \$121,410. Therefore any increase in the assessed valuation of the Property, for both land and improvements, shall be exempt from County, Town, Special District and School District taxes for a period of twenty-five (25) years commencing on the date of acquisition by the Company and the Company shall pay taxes as provided in Section 2 hereof on the basis of the present assessed valuation during such twenty-five (25) year period; provided, that the Company acquires title to the Property on or before December 31, 1999 and its Property Plan has been completely approved pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended, on or before December 31, 1999.

4. The Company's real property taxes will be based upon the January 1, 1999 assessed valuation of \$121,410 commencing with the 1999-2000 School Tax Year and the 2000 Town Tax. Since the Housing Project consists of 214 units, the Company will collect the pro rata sum from each owner, and remit the aggregate of such sums to the Receiver of Taxes of the Town of Oyster Bay for such period. (Note: the property has not yet been reclassified as Class 2; as the tax lots are reclassified to reflect the Class 2 tax rate, the Company and the County agree to enter into an amended agreement when such actual figures become available.)

5. The Company, its successors and assigns, may neither file a tax certiorari petition to challenge the assessed valuation of the Property nor apply to receive the Senior Citizens' Property Tax Exemption and Veterans' Real Property Tax Exemption for the duration of this Agreement as long as the assessed valuation of the Property remains at \$121,410.

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

On this 20th day of December, 1999, before me personally appeared ROBERT L. OLDEN, SR., Deputy County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau; and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

ROBYN S. RACE  
Notary Public, State of New York  
My Comm. Expires June 2, 2002

Robin Race  
NOTARY PUBLIC

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all as of the date hereinabove set forth.

ATTES:

\_\_\_\_\_  
Harold W. McCann  
County Clerk

COUNTY OF NASSAU

By: [Signature]  
Thomas J. Gajda, Jr.  
County Executive

ATTES:

\_\_\_\_\_  
Secretary

WOODBURY GARDEN  
REDEVELOPMENT CO., INC.  
OWNERS CORP.

By: [Signature]  
President

APPROVED  
DEPARTMENT OF ASSESSMENTS

BY: [Signature]

COMPTROLLER - *Approved as per Charter*  
*PL 1997-100 (Section 100)*

BY: [Signature]

FORM APPROVED

BY: [Signature]  
Deputy County Attorney

SCHEDULE A

National Land Tenure Company, LLC.

Legal Description

Title No.: NLT-1207-N-99

ALL that certain plot, piece or parcel of land, situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike distant 429.46 feet easterly from the corner formed by the intersection of the northerly side of Jericho Turnpike with the northeasterly side of Seaford Oyster Bay Expressway;

RUNNING THENCE north 4 degrees 22 minutes 10 seconds east 483.10 feet;

THENCE north 8 degrees 47 minutes 20 seconds east 528.71 feet;

THENCE south 81 degrees 12 minutes 40 seconds east 593.30 feet;

THENCE south 4 degrees 34 minutes 39 seconds west 259.21 feet;

THENCE north 81 degrees 12 minutes 40 seconds west 175.18 feet;

THENCE south 8 degrees 47 minutes 20 seconds west 240.70 feet;

THENCE south 13 degrees 00 minutes 30 seconds west 263.08 feet;

THENCE south 2 degrees 29 minutes 30 seconds west 186.09 feet to the northerly side of Jericho Turnpike;

THENCE along said northerly side of Jericho Turnpike the following two courses and distances;

- (1) North 89 degrees 46 minutes 10 seconds west 354.13 feet;
- (2) South 86 degrees 26 minutes 00 seconds west 52.00 feet to the point or place of BEGINNING.

# EXHIBIT “C”

*Pete*

*10/18/1999*

*Signed  
Agreed*

**TAX EXEMPTION AGREEMENT**

THIS AGREEMENT, made the 21<sup>st</sup> day of October, 1999, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County"), having its principal office at the County Executive Building, Mineola, New York, and WOODBURY GARDENS REDEVELOPMENT COMPANY OWNERS CORP., a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "Company"), having its principal office at the Garden City Hotel, Garden City, New York 11771.

**WITNESSETH:**

WHEREAS, the Town of Oyster Bay (hereinafter called "Town") is desirous of causing the provision of additional low or moderate income housing for the elderly in the Town; and

WHEREAS, the Company will acquire or has acquired title to certain property on the north side of Jericho Turnpike, in Woodbury, in the Town (said property being hereinafter called "Property," and being more fully described in Schedule A attached hereto and made a part hereof) and will be or is engaged in a residential project thereon known as the Woodbury Gardens Cooperative (hereinafter called "Housing Project"); and

WHEREAS, in order for the Housing Project to be feasible, the Company has applied to the County Legislature of the County of Nassau for an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, included in the Housing Project at the time of its acquisition by the Company.

*1003-99*

L:\FANTANUM\KIN\TAX EXEMPTION AGREEMENT.WPD

*10/21/99*  
October 11, 1999

*10/21/99*

DEC 23 1999

*10/21*

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*10/21*

pursuant to Section 125 of Article V of the Private Housing Finance Law of the State of New York, as amended, upon the terms and conditions provided herein; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real property for the purpose of taxation within the meaning of and in accordance with Section 125.1(c) of Article V of the Private Housing Finance Law of the State of New York, as amended; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The County hereby grants to the Company or any successor or transferee redevelopment company an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including the improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, such tax exemption to operate for a period of twenty-five (25) years, commencing from the date on which the benefits of such exemption first became available and effective (i.e., the next taxable status date as established by Section 6-2.1 of the Nassau County Administrative Code).

2. So long as the exemption provided for hereunder shall continue in force and effect, the Company shall pay to the Comptroller of the Town, for the benefit of the County, the Town, Special Districts and the School District, taxes for the Property, the amount of which shall be determined on the basis of the County assessed valuation of the Property, both land and improvements, at the time of its acquisition by the Company.

3. It is understood and agreed that as of January 1, 1999, the assessed valuation of the Property, both land and improvements, is \$121,410. Therefore any increase in the assessed valuation of the Property, for both land and improvements, shall be exempt from County, Town, Special District and School District taxes for a period of twenty-five (25) years commencing on the date of acquisition by the Company and the Company shall pay taxes as provided in Section 2 hereof on the basis of the present assessed valuation during such twenty-five (25) year period; provided, that the Company acquires title to the Property on or before December 31, 1999 and its Property Plan has been completely approved pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended, on or before December 31, 1999.

4. The Company's real property taxes will be based upon the January 1, 1999 assessed valuation of \$121,410 commencing with the 1999-2000 School Tax Year and the 2000 Town Tax. Since the Housing Project consists of 214 units, the Company will collect the pro rata sum from each owner, and remit the aggregate of such sums to the Receiver of Taxes of the Town of Oyster Bay for such period. (Note: the property has not yet been reclassified as Class 2; as the tax lots are reclassified to reflect the Class 2 tax rate, the Company and the County agree to enter into an amended agreement when such actual figures become available.)

5. The Company, its successors and assigns, may neither file a tax certiorari petition to challenge the assessed valuation of the Property nor apply to receive the Senior Citizens' Property Tax Exemption and Veterans' Real Property Tax Exemption for the duration of this Agreement as long as the assessed valuation of the Property remains at \$121,410.

3





SCHEDULE A

**National Land Tenure Company, LLC.**

**Legal Description**

Title No.:NLT-1207-N-99

ALL that certain plot, piece or parcel of land, situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike distant 429.46 feet easterly from the corner formed by the intersection of the northerly side of Jericho Turnpike with the northeasterly side of Seaford Oyster Bay Expressway;

RUNNING THENCE north 4 degrees 22 minutes 10 seconds east 483.10 feet;

THENCE north 8 degrees 47 minutes 20 seconds east 528.71 feet;

THENCE south 81 degrees 12 minutes 40 seconds east 593.30 feet;

THENCE south 4 degrees 34 minutes 39 seconds west 259.21 feet;

THENCE north 81 degrees 12 minutes 40 seconds west 175.18 feet;

THENCE south 8 degrees 47 minutes 20 seconds west 240.70 feet;

THENCE south 13 degrees 00 minutes 30 seconds west 263.08 feet;

THENCE south 2 degrees 29 minutes 30 seconds west 186.09 feet to the northerly side of Jericho Turnpike;

THENCE along said northerly side of Jericho Turnpike the following two courses and distances;

- (1) North 89 degrees 46 minutes 10 seconds west 354.13 feet;
- (2) South 86 degrees 26 minutes 00 seconds west 52.00 feet to the point or place of BEGINNING.

# EXHIBIT “D”

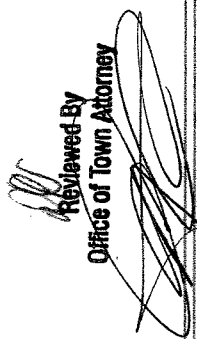
WHEREAS, Woodbury Gardens Redevelopment Company Owners Corporation (“Woodbury”) is a cooperative housing corporation which owns the land and buildings in the community known as Woodbury Gardens, located in Woodbury, New York, consisting of 214 cooperative apartment units located in a garden type complex with a separate community building with recreational space and on-site parking, for occupancy by low to moderate income senior citizens age 62 years of age or older (“Premises”); and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated November 12, 2025, advised that Effective August 28, 2024, New York State Housing Finance Law (PHFL) Section 125(1)(a) was amended by adding thereto subparagraph (1)(a-5) which states as follows: *“Any inconsistent provision of law notwithstanding, including but not limited to any limitation in paragraph (a) of this subdivision, the local legislative body of any municipality within the County of Nassau, with respect to a project either: (i) acquired by a mutual redevelopment company pursuant to section one hundred twenty-six of this article; or (ii) owned and continuing to be owned by a mutual redevelopment company where there is a restriction that said housing must be occupied by seniors with a minimum age of fifty-five as a condition to any restrictive covenants of said mutual redevelopment company, which would require substantial increases in carrying or maintenance charges after the initial period of tax exemption is ended or is going to require increases in the carrying or maintenance charges during any such extended tax exemption pursuant to a present extension agreement due to the reduction or elimination of the tax exemption provided to the project immediately preceding the termination of the initial twenty-five year period, unless relief is provided, may contract with such mutual redevelopment company to: (i) extend such tax exemption for not more than twenty-five additional years at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period for all of the additional twenty-five year period; or (ii) modify an existing extended tax exemption to provide for such an extension”*; and

WHEREAS, Attorney Scalera and Attorney Curcio, by said memorandum, further advised that the amendment of the Extension Agreement in accordance with PHFL Section 125(1)(a-5) and in the manner set forth in the Amendment to Tax Exemption Extension Agreement annexed hereto as Exhibit “A” (“Extension Agreement”) will allow for the continued operation of the Premises with maximum benefit to the senior community residing in the Premises, through December 31, 2049; and

WHEREAS, Attorney Scalera and Attorney Curcio, by said memorandum, requested that the Town Board authorize the Supervisor or his designee to acknowledge and consent to the Extension Agreement as the Town of Oyster Bay has been requested by the County of Nassau and Woodbury to provide its acknowledgement and consent to said amendment,

Reviewed By  
Office of Town Attorney



NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized to acknowledge and consent to the Extension Agreement.

-#-

The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

Supervisor Saladino	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

# DISCLOSURES



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

~~N/A~~ None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committee(s) identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: W. Sackney Gardens, Development Company Owners Corp.  
Signed: [Signature]  
Print Name: Bernard Sackney  
Title: PRESIDENT

Dated: 10/20/25

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name BERNARD BEACKUM  
Date of birth 11/10/1937  
Home address 1213 GREEN WAY  
City/state/zip WOODBURY, NJ 11797  
Business address C/O Fairfield Properties, 538 Broadhollow Rd, 3rd Floor  
City/state/zip Melville, NY 11747  
Telephone 516 364 1718 (C) 631-806-7147  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 11/10/2016 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO  If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO  If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO  If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO    
 If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO  If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO  If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO  If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO  If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO  If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO  If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO  If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO  If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO  If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_ NO  If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_ NO  If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_ NO  If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_ NO  If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_ NO  If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bernard Beitchman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

J

Sworn to before me this 20<sup>th</sup> day of October 2025

Jennifer Lynne Anderson  
Notary Public

JENNIFER LYNNE ANDERSON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01AN6058940  
Qualified in Suffolk County  
My Commission Expires 10/21/2027

Woodbury Gardens Redevelopment Company Owners Corp.  
Name of submitting business

Print name  
Bernard Beitchman  
Signature  
Bernard Beitchman  
Title President  
10/20/25  
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/20/25

1) Proposer's Legal Name: Woodbury Gardens Redevelopment Company LLC  
2) Address of Place of Business: 970 Fairfield Properties, 538 Broadkirk Rd, 3rd Fl. east  
McKeesville, NY 11747

List all other business addresses used within last five years:  
N/A

3) Mailing Address (if different): N/A

Phone: \_\_\_\_\_

Does the business own or rent its facilities? OWN

X 4) Dun and Bradstreet number: N/A

X 5) Federal I.D. Number: 11-2522991

6) The proposer is a (check one):  Sole Proprietorship  Partnership  Corporation  Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_ No  If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_ No  If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No  If Yes, provide details: \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No  If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No  If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No  If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No  If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No  If Yes, provide details for each such charge: \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No  If Yes, provide details for each such charge: \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No  If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No  If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No  If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No  If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

~~N/A~~ No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

~~N/A~~ No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

~~N/A~~ No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

~~N/A~~ No conflict exists. No procedures presently exist. The cooperative corporation will advise its officers & shareholders of the Nassau County Conflict of Interest policies.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company ~~XXX~~ None \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company ~~AAA~~ None \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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Company ~~AAA~~ None \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, BERNARD BENCKMAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20<sup>th</sup> day of October 2025

Jennifer Lynn Anderson  
Notary Public

JENNIFER LYNN ANDERSON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 118780  
Qualified in Suffolk County  
My Commission Expires: 04/21/2027

Name of submitting business: Woodbury Gardens Redevelopment Company Owners Corp.

By: BERNARD BENCKMAN  
Print name

Bernard Benckman  
Signature

President  
Title

10, 2025  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Woodbury Gardens Redevelopment Company Owners Corp.  
Address: C/O Fairfield Properties, 538 Broadhollow Road, 3rd Fl. east  
City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: \_\_\_ Public Corp \_\_\_ Partnership \_\_\_ Joint Venture  
\_\_\_ Ltd. Liability Co  Closely Held Corp \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE annexed sheet hereto.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See above for list of Board members. List of tenants can be provided upon request.

\_\_\_\_\_

\_\_\_\_\_

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

*None*

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

*None*

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 10/20/25 Signed: Bernard Benjamin  
Print Name: Bernard Benjamin  
Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**WOODBURY GARDENS REDEVELOPMENT CORP.  
BOARD LIST**

Suzanne Lipp 605 Colonial Circle Woodbury, NY 11797 (516) 584-6847 <u><a href="mailto:mommylipp@aol.com">mommylipp@aol.com</a></u>	Secretary	2025
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Lynda Zimmerman 610 Colonial Circle Woodbury, NY 11797 917-414-5309 <u><a href="mailto:Lyndazim@gmail.com">Lyndazim@gmail.com</a></u>	Member	2025
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Don Epstein 403 Colonial Circle Woodbury NY 11797 Home: 516-933-7377 Cell: 516-503-9524 <u><a href="mailto:Donnybaseball7@hotmail.com">Donnybaseball7@hotmail.com</a></u>	Member	2026
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Robert DeLorenzo 305 Colonial Circle Woodbury, NY 11797 (516) 496-9844 Cell: 516-238-3838	Vice President	2025
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Ben Beackom 1713 Green Way Woodbury, NY 11797 H (516) 364-1718 C (631) 806-7147 <u><a href="mailto:bb1937@optonline.net">bb1937@optonline.net</a></u>	President	2026
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Shelley Rudes 1809 Green Way Woodbury, NY 11797 C (526) 445-0957 H (516) 367-7863 <u><a href="mailto:shelley@rudes.com">shelley@rudes.com</a></u>	Treasurer	2025
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Larry Guerrero 806 Dee Lane Woodbury, NY 11797 C (516) 581-4916 <u><a href="mailto:Larry.guerrera@gmail.com">Larry.guerrera@gmail.com</a></u>	Member	2026
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10/27/25

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Clubhouse fax (516) 364-0372

10/27/25