

SANDY STORM FEMA FUNDS FRAUDULENTLY USED!

In The News

ISLIP BEACH IS BACK, BETTER THAN EVER!



Beach Reopens After Super Storm Sandy Devastation

Islip, NY – There was much to celebrate in the Town of Islip today, with the long-awaited and much anticipated grand re-opening of Islip Beach, located at the end of South Bay Avenue in Islip. Supervisor Tom Croci was joined by Town Board Members in cutting the ribbon to the new and improved facility that had suffered devastating damage from Super Storm Sandy in October, 2012.

“We stand here today to reopen one of our greatest treasures here in the Town of Islip,” said Supervisor Croci. “Islip Beach has a long and important history in our community, and is a special place for so many of us. The overwhelming damage incurred here was a great concern to all Town officials, and getting it open and operational for residents to use as quickly as possible was important to each and every one of us.”

Councilman and Parks Liaison Anthony Senft echoed Supervisor Croci’s sentiments. “Good government was at the forefront of every decision made relating to this massive reconstruction project. And by working together, today we open the gates to a new and improved Islip Beach.”

Islip Beach, which was donated to the Town by the Havermeyer Family, opened in 1960, and has served as a bathing beach for decades. Before Super Storm Sandy, it featured a concession stand, pavilion, playground, restrooms, outdoor shower and gazebo. The October 2012, hurricane wreaked havoc on the popular bay beach, causing nearly \$2 million in damages, which included the uprooting of the concession from its foundation, unusable and unsafe boardwalks, and a beachfront strewn with storm debris.

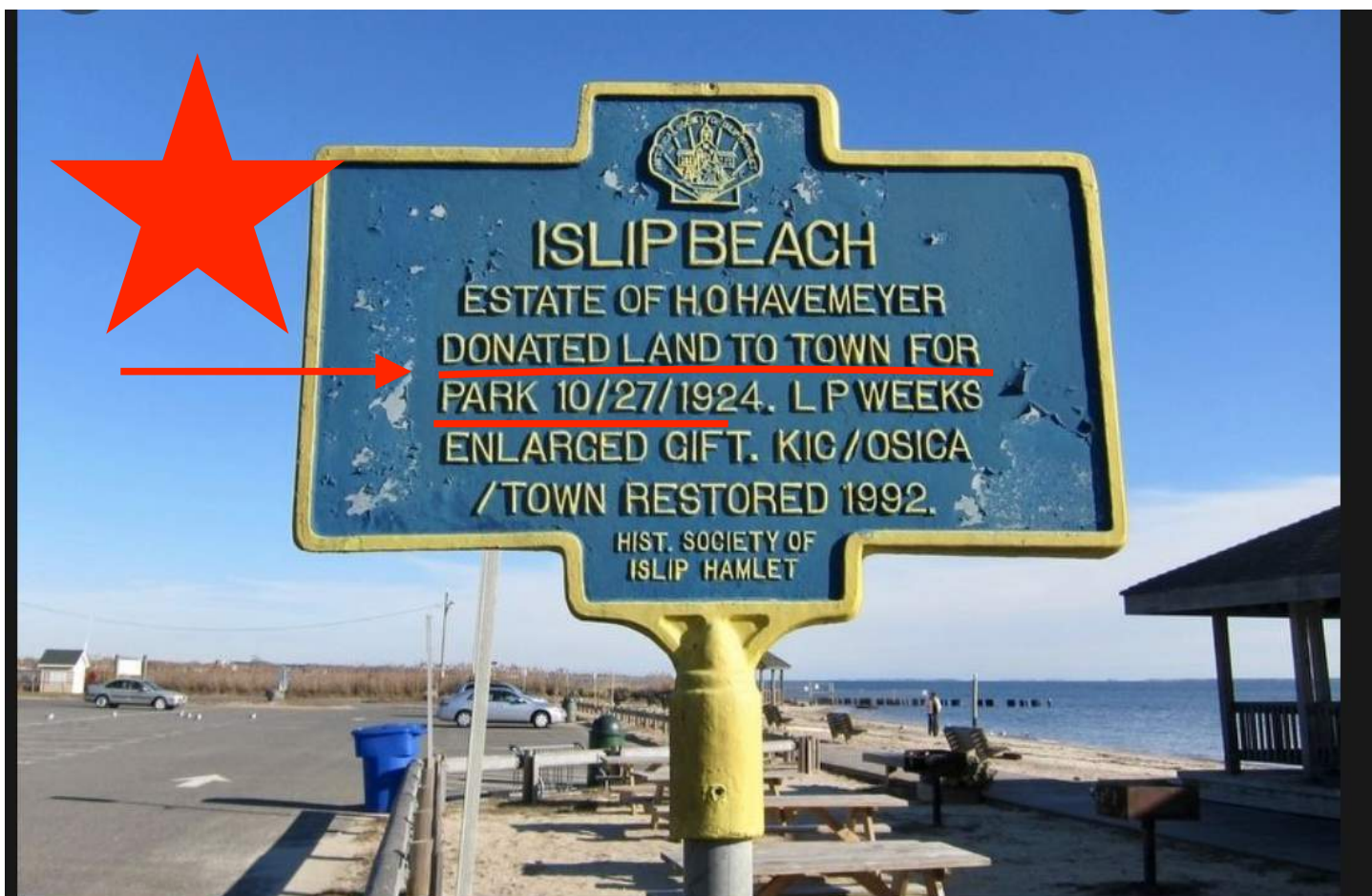
The Town Board approved the reconstruction project in May 2013, awarding the contract to Bensin Contracting, the lowest responsible bidder. Work at the beach began almost immediately, and included the demolition of the concession, **reconstruction and repair of boardwalks, the pavilion and gazebo, the installation of some new playground equipment, as well as a major cleanup of the bay and beach.**

“Despite a blizzard, unending rain, and incredible heat, the Town forged ahead with reconstruction to create an even more beautiful beach,” Councilman Steve Flotteron said.

The new Islip Beach now boasts a concession facility that includes handicapped bathrooms, showers and ramps and that is equipped with an energy efficient lighting system. Ramps, railings, and boardwalks are made from Ipe wood, a dense Brazilian hardwood that is used for its durability, performance and density, and that is naturally fire, insect, moisture and movement resistant. The cost of the project is \$1.76 million, with the majority of funding to come from FEMA.

“We thank Islip residents for their patience during this recovery period as we have worked to improve our Parks and Recreation system, post-Sandy,” said Councilman John Cochrane, Jr.

“The devastation to Islip Town as a whole was mind boggling,” noted Councilwoman Trish Bergin Weichbrodt. “Islip Beach was one of several Town facilities in need of major repair caused by Super Storm Sandy. Slowly, surely and responsibly, we are chipping away at the damage in a concentrated effort to give Islip residents back the Town that they know, love and deserve.”



The Historical Marker Database

Islip Beach Historical Marker

<https://youtu.be/8Ifh4CRhWpI> MAJOR FRAUD ON TAXPAYERS

ISLIP BEACH FRAUD APPROVED BY ISLIP TOWN BOARD AND SUPERVISOR ANGIE CARPENTER

Sweetheart lease is for only \$8,000 a month

License Agreement for Operation of The Islip Beach Concession

Town of Islip and Route 110 Restaurant Equipment LLC, a/k/a Islip Beach Inc., d/b/a Sunset Restaurant

C. This Agreement is contingent upon the issuance of a full premise liquor license, to the LICENSEE by the New York State Liquor Authority. The LICENSEE agrees to use diligence in applying for same. The LICENSEE warrants that there is no reason why said liquor license should not be granted to him.

D. Only wine & beer is to be served at concession (if Licensee is approved for a liquor license) wine & beer (after approval for a liquor license) is only to be served if licensee receives the approval of the Commissioner or his designee. Such approval may be withdrawn.

NO LIQUOR LICENSE

8



Key West Restaurant at Islip Town Beach

Some have any pictures for tonight!
Head down to Key West and grab a cocktail while the sunsets.
Also, you will be able to catch a nice view of fireworks. 🎆🍷



Key West Restaurant at Islip Town Beach

Happy Saturday everyone!!

We have a BEAUTIFUL ocean breeze here this evening at Key West.
Come join us for a refreshing cold cocktail and delicious dinner.

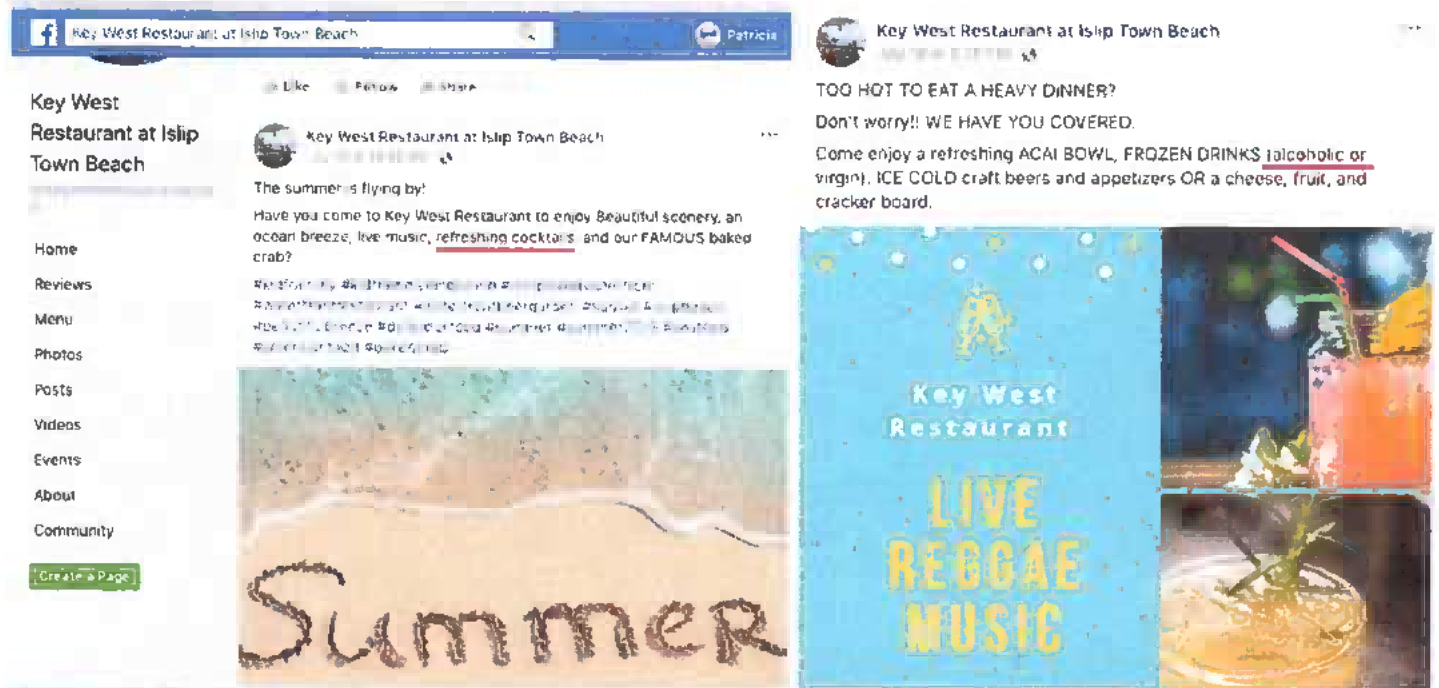


Like

Comment

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VIEW ON FACEBOOK. <https://www.facebook.com/KeywestrestaurantatIslip/>.
As per state liquor authority they DO NOT have a license to sell liquor!



ISLIP TOWN BOARD FRAUDULENTLY PUT UP THIS SIGN



PSEG Long Island Redbook
TD-DD-RED

GENERAL INFORMATION AND REQUIREMENTS

3.10 Unauthorized Attachments to Poles

- 3.10.1 There is a law prohibiting, and PSEG Long Island forbids, the unauthorized attachment of any flags, banners, signs, clotheslines, antennas, etc., to any of the poles. It forbids the use of the poles for placards or other advertising matter. PSEG Long Island will remove any such unauthorized attachments without notice, and may prosecute any such trespassing.
- 3.10.2 PSEG Long Island prohibits any work by contractors on the poles, towers, vaults, surface mounted equipment, or manholes without specific authorization.

Home (<https://www.lkma.com>) >> Services (<https://www.lkma.com/services/>) >> Architecture
(<https://www.lkma.com/services/architecture/>) >> Islip Beach Comfort Station

Islip Beach Comfort Station

**Lied to government and residents
FEMA money used, did not replace
existing confort station**

Project Details

Client: Town of Islip, NY

Location: Islip Town Beach, Islip, NY

Project Summary

In response to the destruction of the existing confort station at Islip Beach caused by Superstorm Sandy, LKMA prepared expedited contract plans for a modular, pre-cast concrete confort station and concessions building on a pile foundation so that the beach could be re-opened for the summer season. The new facility includes handicapped bathrooms, showers and ramps and is equipped with an energy efficient lighting system. Ramps, railings, and boardwalks are made from a dense tropical hardwood. The cost of the project was \$1.76 million, with the majority of funding to come from FEMA. LKMA also provided construction oversight and assisted the Town with their efforts to received reimbursement for the project from FEMA.

Home (<https://www.lkma.com>) >> Services (<https://www.lkma.com/services/>) >> Architecture
(<https://www.lkma.com/services/architecture/>) >> Islip Beach Comfort Station



Islip Beach Comfort Station

SANDY FUNDS FRAUD!

Project Details

Client: Town of Islip, NY

Location: Islip Town Beach, Islip, NY

Project Summary

In response to the destruction of the existing comfort station at Islip Beach caused by Superstorm Sandy, LKMA prepared expedited contract plans for a modular, pre-cast concrete comfort station and concessions building on a pile foundation so that the beach could be re-opened for the summer season. The new facility includes handicapped bathrooms, showers and ramps and is equipped with an energy efficient lighting system. Ramps, railings, and boardwalks are made from a dense tropical hardwood. The cost of the project was \$1.76 million, with the majority of funding to come from FEMA. LKMA also provided construction oversight and assisted the Town with their efforts to received reimbursement for the project from FEMA.



NO HARD ALCOHOL

NEW YORK STATE LIQUOR AUTHORITY

DIVISION OF ALCOHOLIC
BEVERAGE CONTROL

Andrew M. Cuomo, Governor
Vincent G. Bradley, Chairman
Gresley T. Ford, Commissioner

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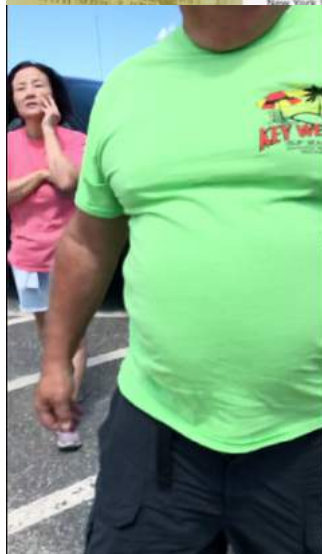
Public Query - Results

Found 4 matches for: **"Cataldo, Salvator"** in Principal Name
Displaying records 1 - 4.

Premises Name	Address	License Class	License Type	Expiration Date	License Status
SAJI BROTHERS INC	393 395 NEW YORK AVE W CARVER & MAIN STREET HUNTINGTON,, NY 11743	252	OP	02/28/2002	Expired
CATALDO S4 INC	554 VANDERBILT AVE DEAN & BERGEN BROOKLYN, NY 11238	341 	restaurant wine RW	03/31/2021	License is Active
ISLIP BEACH INC	600 S BAY AVE ISLIP, NY 11751	345 	summer wine SW	10/31/2019	License is Active
SUNSET RESTAURANT ISLIP INC	454 MAIN ST ISLIP, NY 11751	341	RW		License is Inactive

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New York State Liquor Authority • 80 E. Swan Street • 6th Floor • Albany, New York • 12210-8003



WHAT SHOULD HAVE BEEN REPLACED



Using SANDY FEDERAL money to replace, this built was not it! Who
Is repping the rewards



THIS IS A BAR SERVING ALCOHOL!

WELL, WELL, WELL LOOKY HERE



Contractor Islip hired for Sandy cleanup convicted in 2004 of overbilling Brookhaven



At the Riverhead Court House, Stephen Milvid arrived for sentencing for his role in a Brookhaven bribery trial. (Dec. 15, 2004) Credit: Daniel Goodrich

By SARAH CRICHTON AND KEITH

HERBERT sarah.crichton@newsday.com, keith.herbert@newsday.com Updated **May 11, 2013** 10:32 PM

Islip Town hired a contractor for Sandy cleanup work who had been convicted of overbilling [Brookhaven](#) tens of thousands of dollars, making illegal campaign contributions to a town official, falsifying business records and failing to pay workers state-mandated wages.

The 2004 convictions of Medford-based Debut Concrete and its president, Stephen Milvid, included grand larceny and carried a five-year ban on the firm bidding for, or being awarded, any public work contracts in [New York](#) under state labor law.

In 2002, the year Milvid was arrested, the [Suffolk](#) County attorney ordered the county Department of Public Works not to use Debut Concrete and the firm has received no public work from the county since, spokeswoman Vanessa Baird-Streeter said.

Debut Concrete was among 24 contractors Islip hired after the Oct. 29 storm to help with cleanup operations at a cost of \$7.67 million, as of April 12. Debut was paid \$78,716.31, the town said. The firm had first worked for the town at its Department of Public Works yard in [Holbrook](#) earlier in October and was paid about \$26,000.

The office of [Suffolk](#) District Attorney [Thomas Spota](#), which prosecuted the 2004 case, has issued Islip three subpoenas requiring the town to supply records of Sandy contractors, what they and their workers were paid, and how they were selected. Four other [Suffolk](#) towns and the county also have been subpoenaed.

In [Nassau](#), District Attorney [Kathleen Rice](#) is investigating Sandy cleanup contracts, whether they were properly awarded, and whether workers were paid in accordance with state labor law.

Milvid did not return calls seeking comment.

DPW officials made picks

The town late Friday said public works staff and management picked the 24 Sandy contractors. Earlier, Islip said 21 of them had previously worked for the town, and the remaining three, including Debut Concrete, solicited the town's public works department for work.



SEE PHOTOSLI's

Sandy deaths: A look at the victims

Under [New York](#) State Executive Law, once the governor has declared a state of emergency, town supervisors and county executives can make local state of emergency declarations that temporarily suspend local laws — such as competitive bidding requirements — or any other regulations that could hinder storm response. Under nonemergency circumstance, local governments have to seek bids or requests for proposal if contract work exceeds certain spending thresholds spelled out in state law.

Islip Supervisor Tom Croci declared an emergency Oct. 27, just before the storm struck.

Asked about the selection of the firm, two of the five Islip Town Board members said they were unaware of Debut Concrete, the convictions, or of Milvid.

(MIND YOU THE ISLIP TOWN BOARD HAD TO VOTE ON HIS HIRING)

"I'm not B.S.-ing you," Councilman Steven J. Flotteron said. "It's the first time I've heard of it. I don't know who they are." He said he was concerned that the town hired a contractor convicted of felonies in a municipal corruption case.

Councilwoman Trish Bergin Weichbrodt said: "That company — I've never heard of them." She said the first time she learned which contractors the town used for Sandy cleanup was in April, shortly after hearing the [Suffolk](#) district attorney had

subpoenaed town records. She said she had never heard of Milvid.

	02/06/2013	\$500.00	Debut Concrete & General Construction Inc		37 Rice Court Medford NY 11763 United States	B - Monetary Contributions Received From Corporation
Recipient Friends For Trish Bergin - ID# 17854						
Disclosure Report 2013 State/Local July Periodic						
Committee Type Authorized Single Candidate Committee						
Filer type County						
Filer County Suffolk						
Filer Municipality Islip						

Councilmen John C. Cochrane Jr. and Anthony S. Senft Jr. did not return phone calls for comment. Croci declined to be interviewed.

Tried with ex-official

He went on trial with former Brookhaven Highway Superintendent Pat Strebel, who was charged with overpaying Milvid on town work in exchange for \$12,000 in contributions to her political campaign in 2001 and 2002 while she was in that job.

[Suffolk](#) County Court Judge Gary Weber, who presided over the trial without a jury, convicted Milvid of 35 felonies and 14 misdemeanors. He was sentenced to 90 days in jail, ordered to repay Brookhaven \$72,186 for the overbillings, pay almost \$100,000 in fines to [New York](#) State and pay a settlement of around \$250,000 to his workers.

Strebel was originally charged with 36 felony counts relating to her role in the scheme. She was convicted of 31 misdemeanors and received a \$2,500 fine.

After the trial, [Spota](#) lashed out at Weber, saying his acquittal of Strebel on the felony charges was "clearly a political verdict."


[Thomas Owens, Brookhaven deputy highway superintendent](#) under Strebel, was a prosecution witness.

Focus on hiring

In his first round of hirings after winning election in November 2011, Supervisor-elect Croci named Owens as his Department of Public Works commissioner. While Islip declined to immediately make public documents showing how Debut Concrete and the other Sandy contractors were selected, Bergin Weichbrodt said in an interview that **Owens was in charge of selecting storm contractors.**

The Sandy cleanup was not the first time Islip used Debut Concrete. Town spokeswoman Inez Birbiglia said Islip hired Debut in early October 2012 to do "roughly \$26,000" in concrete work at the [Holbrook](#) facility. She said that work was performed satisfactorily, and the town then hired Debut for Sandy cleanup. She said the firm had the necessary equipment and was committed to the work for the duration of the cleanup.

In emailed responses, Birbiglia said the town "is prohibited from excluding vendors based on a criminal history unless it relates directly to the contract."

 Calls to Owens **(FORMER Brookhaven deputy highway superintendent)** were not returned, and Birbiglia declined to make him available for an interview.

NOW ISLIP SUPERVISORS PRIVATE DRIVER, IN CHARGE OF PARKS AND DPW! OVER 165,000 IN SALARY

According to a list supplied by the town, Islip paid the 24 contractors \$7.67 million as of April 12. It paid Debut Concrete \$78,716.31. The town has declined to immediately provide invoices for the work done. Newsday has sought the information under the [New York](#) State Freedom of Information Law.

Federal records show the town had claimed \$12.7 million in debris removal costs arising from Sandy as of early April, for which FEMA had agreed to reimburse \$9.5 million.

Town Attorney Rob Cicale said the difference is largely the cost of town materials, equipment and staff, which are also eligible for FEMA reimbursement.

Rob Cicale, 51, had served as district judge since being elected in 2015 and **previously had served as Islip town attorney.** In 2018, **he was arrested for breaking in an East Islip woman's home and stealing her underwear from a hamper.** He pleaded guilty in September 2019 to second-degree attempted burglary, a felony, and was sentenced to probation.

LOST HIS JUDGESHIP JOB AND LAW DEGREE

No to contributions

After checking his records, Islip [GOP](#) chairman Frank Tantone said late Friday he found Debut Concrete purchased two tickets totaling \$300 for an April 2012 [GOP](#) fundraiser. There were no others, and he said he would return the money.

"We're going to strike them from our mailing list in terms of potential contributors," he said. "Now that we know what we know .??. rather than getting involved in a situation where there might be questions, we think it's proper to take that course."

In an interview, Tantone said he knew nothing about the company, nor how or why the town picked the firm for cleanup work. He said he played no role in the selection of the contractors and said he did not know why the town has been subpoenaed by the district attorney's office.

While on Dec. 22, 2011, Tantone said he sat in on most interviews with prospective town employees, he said last week he had no role in the selection of Owens.

**Stephen Milvid's convictions. -then Brookhaven deputy highway superintendent-
Now hired by Islip Town-Tom Owens was in charge of selecting Sandy Storm Contractors.**

NAME	TITLE	DEPT	HIRED	SALARY
THOMAS OWENS	TWN COMM PUB WKS/PKS,REC& C.A. UNCL	DEPARTMENT OF PUBLIC WORKS,	2012-01-05	169,499.72 1

The felonies include

Grand larceny for overbilling Brookhaven more than \$72,000

Multiple counts of falsifying business records for false invoices he supplied the town for the overbilling

Multiple counts of offering a false instrument for filing for false payment vouchers he submitted to the town

Scheme to defraud

Among the misdemeanors

Multiple counts of willful failure to pay prevailing wages under [New York](#) State Labor Law, which at the time was a misdemeanor but has since become a felony

Making political contributions in excess of the applicable limit, a violation of state Election Law

Making political contributions not under name of the contributor

Source: Court records

By SARAH CRICHTON AND KEITH

HERBERT sarah.crichton@newsday.com, keith.herbert@newsday.com

**ABRUPTLY LEFT ISLIP SUPERVISOR POSITION, THEN ABRUPTLY
LEFT SENATE POSITION, FISHY?**

(Former Islip Supervisor) Tom Croci's family dispute hidden in sealed files

In a case a judge sealed from public view, a court-appointed evaluator in 2013 found that Long Island. Tom Croci had “taken advantage” of his aunt Adele Smithers, a Mill Neck

heiress and philanthropist, for his own financial benefit and recommended that the court reject Croci's attempt to control her assets. In Newsday's story on Sept. 15, 2016, Croci said he always acted in the best interest of his aunt but that he was "not permitted to comment" further because of the sealing order. Credit: News 12 Long Island

By Will Van Sant will.vansant@newsday.com Updated September 15, 2016 2:52 PM

A court-appointed evaluator in 2013 found that State Sen. Tom Croci, **who chairs the Senate Ethics Committee**, had “taken advantage” of his elderly aunt for his own financial benefit and recommended that the court reject Croci's attempt to control her assets.

The evaluator's findings preceded the settlement of a bitter family dispute that required Croci to resign as his aunt's financial trustee and to sign over to her the title to a \$450,000 Alexandria, Virginia, town house she had purchased for him in 2005. In turn, his aunt agreed to send the Nassau District Attorney's Office a letter withdrawing “any and all complaints” she'd made against Croci.

The evaluator made her findings during a court action that Croci brought in Nassau County seeking to have Smithers declared mentally incapacitated and to be named her property guardian, a designation that would have given Croci broader authority over her finances.

A 2013 settlement of a family dispute required Tom Croci, then Islip Town supervisor, to return this town house in Alexandria, Virginia, to his aunt Adele Smithers, who purchased the property for him in 2005 for \$450,000. Croci also resigned as one of her financial trustees, as part of the agreement after a Nassau court rejected his attempt to be named her property guardian. Credit: Evelyn Hockstein

Voters knew nothing of the case in 2014, when Croci, a Republican, won a seat in the State Senate. That's because Nassau Supreme Court Judge Arthur Diamond issued an order that sealed the case file from the public. Newsday unearthed partial case records during reporting for a forthcoming series that examines whether Long Island's state court judges have adhered to sealing rules that were established in part to protect the public's interest in open courts.

Not all legal experts believe that a sealing order prohibits litigants from discussing a case. A New York University law professor and legal ethicist, Stephen Gillers, said sealing orders direct clerks of courts not to disclose case records, whereas gag orders, which are rare in civil litigation, limit the freedom of the parties to discuss a case.

"A sealing order is not a gag order; a gag order is not a sealing order," Gillers said.

In 2011, according to court filings, a trust was created for Smithers to hold a "substantial portion of her assets." There were two trustees: Smithers' longtime attorney, Charles F. Gibbs, and her nephew, Croci. Smithers, according to the terms, could not alter the trust without a trustee's consent.

In early February 2013, Smithers took her dissatisfaction with Gibbs and Croci to the courts when she filed an action in Manhattan, accusing them of managing her money "in a manner that was

inconsistent with her wishes,” going so far, she claimed, as to **deny her request for a new wheelchair.**

A week after Smithers filed her lawsuit in Manhattan — which was discontinued later — Croci filed his action in Nassau seeking to be named his aunt’s property guardian, which would have given him additional power over her assets. Croci brought the proceeding a month after Smithers informed him in writing that he’d have to begin making payments on the Virginia town house. Under the terms of an agreement struck in 2005, Croci took title to the property and Smithers assumed the role of lender on a \$450,000 mortgage. Croci was to make regular payments to Smithers, but he didn’t. Until her request, Smithers had forgiven them.

In her report to the court, Begley found that while Smithers was suffering from Parkinson’s — a physical disability — she was mentally lucid. Croci’s disagreement with her choices, she wrote, “does not constitute grounds for a guardianship.” She wrote that the heiress told her “this lawsuit was really about money, that she had money and so did her son, Christopher. Further, that Thomas [Croci] wanted to control her money and he would not give up control of her revocable trust.”

Croci “made up stories about my wife abusing alcohol and drugs and he disparaged me because I had been in treatment for alcoholism in the past, but I had been and am sober for many years,” Christopher Smithers said in an interview. “His plan blew up.”

He further stated that “Crocì betrayed his duties as trustee and engaged in self-dealing, then he wanted more.”

In his application to the court, Crocì described a rapacious son who’d reduced his mother to a state of misery. Begley, however, found Adele Smithers to be living in an “immaculate” home and pleased to be surrounded by her immediate family, particularly her four grandchildren. “I find no basis,” Begley wrote, for Crocì’s “claim that the home is an abusive and unstable environment.”

Crocì, in his application, pointed to Smithers paying a substantial mortgage on a property in Malibu, California, for her son as an example of her being fleeced. Crocì, however, did not divulge that Adele Smithers was forgiving the debt on his Virginia town house, which was generating monthly rental income of \$1,600.

He also did not mention that in 2010 his father had purchased a Florida home from Adele Smithers for \$475,000 that she’d paid \$830,000 for in 2005, according to case records, or that a cousin had purchased a South Carolina property from Smithers in 2011 for \$140,000 that had been listed for more than \$1 million.

Begley concluded that Crocì’s actions and those of another relative of Adele Smithers, a sister who lived part of the year at the Mill Neck property, had been “self-serving.” **Both Crocì and the sister, Begley wrote, “had taken advantage of Adele for their own pecuniary gain.”**

Crocì signed the settlement agreement in April 2013, a week after the evaluator’s report was completed.

The settlement required Croci to resign his position as Smithers' trustee. Gibbs also had to resign. The settlement also mandated that Croci return to Smithers a painting by Eugène Boudin, a 19th century French marine artist whose works have been auctioned by Christie's for as much as \$1.5 million.

In addition, Croci conveyed the Alexandria property's title to his aunt. From that point on, rental income from the tenant who was living at the property was to be paid to Smithers.

SMITHERS, ADELE 6 FROST MILL ROAD MILL NECK, NY 11765	9,099.20	10- MAR-11	<u>FRIENDS OF TOM CROCI</u>
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