

Meeting of October 24, 2023

Resolution No. TF-14-2023

RESOLVED, That the Comptroller be and he hereby is directed to Transfer Funds within the various Departments Accounts as indicated:

ITEM NO.	DEPT.	AMOUNT	FROM
069-23	PAD	\$ 3,500.00	PAD B 3620 25000 000 0000
			TO
		\$ 3,500.00	PAD B 3620 41300 000 0000
070-23	PKS	\$20,000.00	FROM
			PKS A 7110 42200 000 0000
			TO
		\$20,000.00	PKS A 7110 46300 000 0000
071-23	PKS	\$20,000.00	FROM
			PKS A 7110 42200 000 0000
			TO
		\$20,000.00	PKS A 7110 41600 000 0000

-||-

Reviewed By  
Office of Town Attorney

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**Inter-Departmental Memorandum**

**To:** MEMORANDUM DOCKET

**From:** TIMOTHY R. ZIKE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**Through:** HAROLD B. MAYER, JR., COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**Date:** OCTOBER 12, 2023

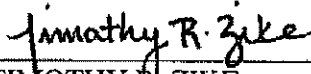
**Subject:** TRANSFER OF FUNDS

Kindly arrange for a transfer of funds as requested from the 2023 budget as follows:

**From:** PAD B 3620 25000 000 0000 -----\$3,500.00  
GENERAL EQUIPMENT

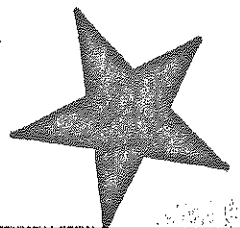
**To:** PAD B 3620 41300 000 0000 -----\$3,500.00  
OFFICE SUPPLIES

This transfer is necessary in order to cover the purchase of Section, Block and Lot folders for the Department's vault records.

  
\_\_\_\_\_  
TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

TRZ/dm

C: Legislative Affairs



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: October 16, 2023

SUBJECT: 2023 Transfer of Funds

---

I am requesting your office transfer funds from the following accounts:

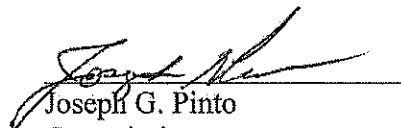
**FROM:**

PKS-A-7110-42200-000-0000	Light, Power, Water	\$20,000.00
---------------------------	---------------------	-------------

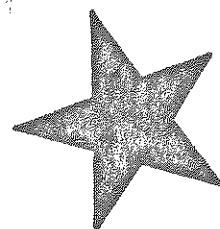
**TO:**

PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$20,000.00
---------------------------	--------------------------------	-------------

This transfer is being requested for maintenance and plumbing repairs at various parks facilities.

  
Joseph G. Pinto  
Commissioner

JGP:jpb



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: October 16, 2023

SUBJECT: 2023 Transfer of Funds

---

I am requesting your office transfer funds from the following accounts:

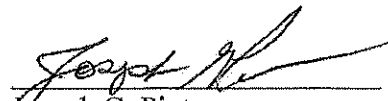
**FROM:**

PKS-A-7110-42200-000-0000	Light, Power, Water	\$20,000.00
---------------------------	---------------------	-------------

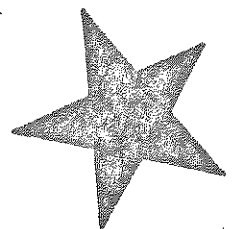
**TO:**

PKS-A-7110-41600-000-0000	Materials & Supplies	\$20,000.00
---------------------------	----------------------	-------------

This transfer is being requested for materials and supplies needed for all playgrounds and rinks throughout the Department of Parks.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner

JGP:jpb



Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 8, 2023, requested Town Board authorization to present the 2023 Movies by Moonlight: Fright Night Edition, on Saturday, October 28, 2023, at Ellsworth W. Allen Town Park, Farmingdale, featuring a free drive-in movie, with showings at 7:00 p.m. and 9:30 p.m., for a total cost not to exceed \$10,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that Dynamic Events, Inc. will provide the drive-in movie equipment, and that Swank Motion Pictures, Inc. will provide the movie for said event, with the services of both vendors procured through the Purchasing Division of the Department of General Services by means of funds available in Account Nos. CYS A 7020 41800 000 0000, Recreational Supplies, and CYS A 7020 45100 000 0000, Equipment Rental; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Commissioner of the Department of Community and Youth Services, and/or her designee, to make changes, as necessary, to the date, time and location of said event,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby authorizes the Department of Community & Youth Services to present the 2023 Movies by Moonlight: Fright Night Edition, on Saturday, October 28, 2023, at Ellsworth W. Allen Community Park, Farmingdale, featuring a free drive-in movie, with showings at 7:00 p.m. and 9:30 p.m., for a total cost not to exceed \$10,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account Nos. CYS A 7020 41800 000 0000, Recreational Supplies, and CYS A 7020 45100 000 0000, Equipment Rental; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the Town Board hereby authorizes the Commissioner of the Department of Community and Youth Services, or her designee, to make changes as necessary, to the date, time and location of said event.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

October 6, 2023

TO: Memorandum Docket

FROM: Maureen A. Fitzgerald, Commissioner  
The Department of Community & Youth Services

SUBJECT: 2023 Movies by Moonlight: Fright Night Edition

---

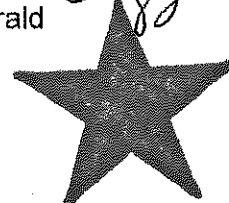
The Department of Community and Youth Services is requesting Town Board authorization to present the 2023 Movies by Moonlight: Fright Night Edition on Saturday, October 28, 2023 at Ellsworth W. Allen Town Park in Farmingdale. This free drive-in will feature two show times, at 7:00 PM and 9:30 PM.

The total cost for the Movies by Moonlight: Fright Night Edition will not exceed \$10,000.00. The drive-in equipment for the event will be provided by Dynamic Events. The movie will be provided by Swank Motion Pictures, Incorporated. The services of both vendors will be procured through the Purchasing Division. Funding is available in accounts CYS A 7020 41800 000 0000, Recreational Supplies and CYS A 7020 45100 000 0000, Equipment Rental.

The Department also requests authorization for the Commissioner to make changes to the date, time and location of said event as needed.

Therefore, it is respectfully requested that the Town Board authorize the Department to present the Movies by Moonlight: Fright Night Edition.

  
Maureen A. Fitzgerald  
Commissioner



MAF:kf

Meeting of October 24, 2023

Resolution No.767-2023

WHEREAS, Patricia A. Feerick-Kossmann, residing at 144 Block Boulevard, Massapequa Park, New York 11762, by letter dated October 5, 2023, requested to donate an 8" x 6" memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Sissy Merriello; and

WHEREAS, the value of the 8" x 6" plaque to be placed on a new bench is estimated to be \$1,325.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 6, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Anne Connolly to donate an 8" x 6" memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Sissy Merriello.

-#-

Reviewed By  
Office of Town Attorney  
Ralph P. Harkney

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner of Parks  
SUBJECT: Memorial Plaque and Bench  
DATE: October 6, 2023

---

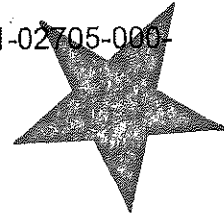
The Department of Parks has received a request from Patricia Feerick-Kossmann (letter attached) requesting a memorial plaque on a new bench at John J. Burns Park in memory of Sissy Merrielo.

The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from Patricia Feerick-Kossmann.

Monies from this donation will be deposited into account no. PKS-A-0001-02705-000-0000.

  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS



JGP/dc



Patricia A. Feerick-Kossmann  
144 Block Boulevard  
Massapequa Park, New York 11762

October 5<sup>th</sup>, 2023

Oyster Bay Parks department  
Attn: Diann Codispodo  
997 Hicksville Road  
Massapequa, New York 11758

**RE: Memorial Plaque & New Bench to be place in John J. Burns Park for Sissy Merrielo**

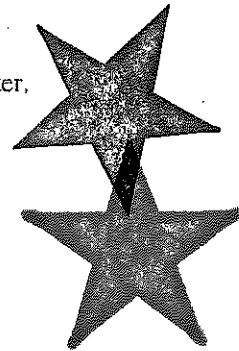
Dear Diann;

We would like to donate a new bench for John Burns Park. We would like an 8 x 6 plaque in memory of Sissy Merrielo. Wording for the plaque to follow.

Thank you very much for your attention to this very important matter.

Sincerely,

  
Patricia Feerick-Kossmann



Reviewed By  
Office of Town Attorney

*America Wolfe*

Meeting of October 25, 2022

Resolution No. 760-2022

WHEREAS, Joseph G. Pinto, Commissioner of Parks, by memorandum dated October 7, 2022, requested that the Town Board approve the following 2022/2023 fees for memorial plaques and benches as follows:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$400.00 – includes 4 lines top to bottom  
8" x 6" plaque is \$500.00 – includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

8" x 4" plaque and a new bench is \$1,225.00  
8" x 6" plaque and a new bench is \$1,325.00

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

8" x 4" plaque placed on an existing bench is \$750.00  
8" x 6" plaque placed on an existing bench is \$850.00

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

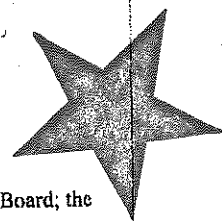
8" x 4" plaque placed under an existing tree is \$450.00  
8" x 6" plaque placed under an existing tree is \$550.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account PKS A 0001 02705 000 0000.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Meeting of October 24, 2023

Resolution No.768-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 5, 2023, requested Town Board authorization to issue a refund in the amount of \$520.71 to Town of Oyster Bay resident Robert Wendel, 40 Woodbine Drive Hicksville, New York 11801, as Mr. Wendel's son attended only four (4) days of camp, at the 2023 Summer Recreation Program held at Syosset Woodbury Community Park; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Robert Wendel is entitled to a refund of the \$578.57 registration fee, less the 10 percent administrative fee of \$57.86, for a total net refund of \$520.71,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$520.71 to Robert Wendel, and be it further;

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit.

#

Reviewed By  
Office of Town Attorney  
*Ralph P. Deady*

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

768

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 10/5/2023

SUBJECT: Robert Wendel- Summer Recreation Syosset Woodbury Park Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$520.71 (five hundred twenty dollars and 71/100 cents) to Town of Oyster Bay resident Robert Wendel, 40 Woodbine Drive, Hicksville, NY 11801. Mr. Wendel's son attended four days of camp at Syosset Woodbury Park and did not return.

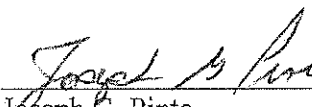
Based on the 2023 Town of Oyster Bay refund policy, Robert Wendel is eligible to receive the refund minus a 10% administration fee as follows:

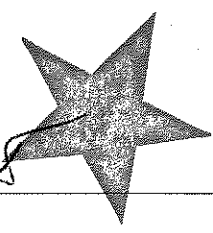
2023 Summer Recreation Syosset-Woodbury Park	\$578.57
10% Administration Fee	\$57.86

**TOTAL REFUND**                      **\$520.71 (five hundred twenty dollars and 71/100 cents)**

The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

Kindly debit the following account: **PKS A 0001 02001 510 0000**

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER



JGP/nh

Meeting of October 24, 2023

Resolution No.769-2023

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, for Harold B. Meyer, Jr., Esq. Commissioner, Department of Planning and Development, by memorandum dated September 28, 2023, requested that the Town Board re-appoint Kathleen Mulligan, 1 Sullivan Avenue Farmingdale, New York 11735, to the Zoning Board of Appeals for the Town of Oyster Bay, in Slot No. 441002, for a five (5) year term, commencing from January 1, 2024 through December 31, 2028, at an annual salary of \$27,500.00; and

WHEREAS, the funds for said annual salary are available in Account No. PAD B 8010 11000 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Kathleen Mulligan is hereby re-appointed to the Zoning Board of Appeals for the Town of Oyster Bay, in Slot No.441002, for a five (5) year term, commencing from January 1, 2024 through December 31, 2028, at an annual salary of \$27,500.00; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, and that the funds for said payment shall be drawn from Account No. PAD B 8010 11000 000 0000.

#

Reviewed By  
Office of Town Attorney  
*Ralph P. Healy*

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: HAROLD B. MAYER, JR., COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: SEPTEMBER 28, 2023

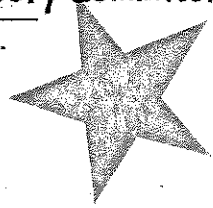
Subject: RE-APPOINTMENT OF ZONING BOARD OF APPEALS MEMBER  
KATHLEEN MULLIGAN

---

I am respectfully requesting that Kathleen Mulligan, 1 Sullivan Avenue, Farmingdale, NY 11735, be re-appointed to the Zoning Board of Appeals in Slot No. 441002 for a five-year term commencing January 1, 2024 through December 31, 2028 at an annual salary of \$27,500.

Further to the above be advised that funds are available for this purpose in Account No. PAD B 8010 11000 000 0000.

*Timothy R. Zike, Deputy Commissioner*  
HAROLD B. MAYER, JR.  
COMMISSIONER



HBM:dm

cc: Vicki Spinelli, Deputy Commissioner/ Human Resources

SEP 28 2023 PM 12:03

Meeting of October 24, 2023

Resolution No.770-2023

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report-Federal Single Audit Report, for the period beginning on January 1, 2023, and ending on December 31, 2022, on October 6, 2023, in compliance with New York State General Municipal Law, Article 3, requiring publication of filing of said report and filing with the State Comptroller.

-#-

Reviewed By  
Office of Town Attorney  
*Elizabeth A. Jaughman*

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMORANDUM

October 6, 2023

**TO:** Memorandum Docket

**FROM:** Sheila Tarnowski, Director of Legislative Affairs

**THRU:** Frank M. Scalera, Town Attorney

**SUBJECT:** Town of Oyster Bay  
External Audit Report –  
Federal Single Audit Report  
for the year ended December 31, 2022.

---

In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above-mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, *nunc pro tunc* to October 6, 2023.

Frank M. Scalera  
Town Attorney

  
Sheila Tarnowski  
Director of Legislative Affairs



FMS:ST:pc



Meeting of October 24, 2023

Resolution No.771-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated July 20, 2023, authorized the Highway Department to clean up the premises located at 23 Ann Drive, Syosset, New York 11791, also known as Section 15, Block 164, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 2, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 7, 2023, in the total amount of \$1,309.39, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated October 2, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,309.39 may be assessed by the Legislature of the County of Nassau against the parcel known as 23 Ann Drive, Syosset, New York 11791, also known as Section 15, Block 164, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Ralph P. Healey

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 2, 2023

SUBJECT: Property Cleanup Assessment  
23 Ann Drive, Syosset, New York 11791  
Section 15, Block 164, Lot 2

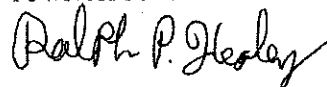
---

The Department of Planning and Development, by memorandum dated July 20, 2023, directed the Highway Department to clean the premises located at 23 Ann Drive, Syosset, New York 11791, also known as Section 15, Block 164, Lot 2 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 10, 2023, advised that the property was cleaned by a crew from the Highway Department on August 7, 2023. The cost incurred by the Town of Oyster Bay was \$1,309.39.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

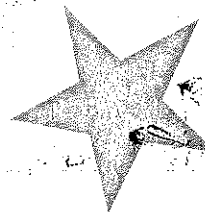
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachment

amlS:\Attorney\Reso 2020\MD 23 Ann Dr. 10.2.2023.doc



2023-4239

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 20, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW  
From: HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 23 ANN DRIVE, SYOSSET, NEW YORK 11791  
SBL: 15-164-2

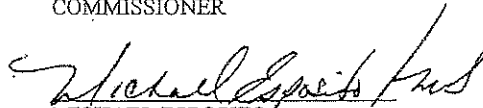
Notice of Violation number V252-23713112756 was issued to the owner of the above-referenced premises on 07/13/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Lawn and vegetation to be cut on the subject property.

Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify this Department by e-mail, the date and time the cleanup is completed. Please proceed accordingly.

HAROLD B. MAYER, JR  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

HBM:ME:sf  
cc: Frank Scalera, Town Attorney





Town of Oyster Bay  
Department of Planning and Development  
Town Hall - 74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6200  
FAX (516) 624-6240  
www.oysterbaytown.com

HAROLD B. MAYER, JR.  
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

July 20, 2023

Shari Douglas  
23 Ann Drive  
Syosset, N.Y. 11791

RE: 23 ANN DRIVE, SYOSSET, NEW YORK 11791  
SECTION 15 BLOCK 164 LOT 2  
FAILURE TO MAINTAIN RESIDENTIAL PROPERTY

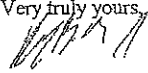
Shari Douglas,

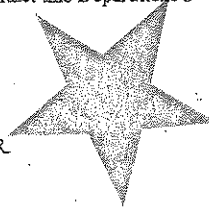
Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number V252-23713112756, dated 07/13/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes maintenance of lawn and vegetation to be under 8 inches in height. Additionally, Chapter 135, Section 54 of the Code of the Town of Oyster Bay, allows the Town to be reimbursed for the cost of the work to maintain the subject property by approving an assessment to the subject property's tax bill. Pursuant to the above-mentioned Code provisions, I, as Commissioner, am directing the Town to clean-up the subject property.

Interference with this order is considered a VIOLATION of Chapter 135 (Housing Standards), Section 55.1 (Violation of Directives) of the Code of the Town of Oyster Bay and may be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies. If you have any questions regarding this matter, kindly contact this Department's Code Enforcement Bureau at (516) 624-6215.

Very truly yours,

  
HAROLD B. MAYER, JR.  
COMMISSIONER



ME:sf  
cc: Office of the Town Attorney  
Enclosure

A/L

Town of Oyster Bay  
**Inter-Departmental Memo**

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** HAROLD B. MAYER JR., COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** AUGUST 17, 2023 .

**SUBJECT:** 23 ANN DRIVE, SYOSSET, NEW YORK 11791  
SECTION 15, BLOCK 164, LOT(S) 2

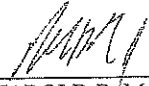
---

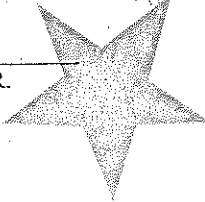
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

1) T.O.B. Highway Department Clean-Up Costs: \$ 1,309.39

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,309.39 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

  
HAROLD B. MAYER JR.  
COMMISSIONER



ME:ml  
Encls.

## SATISFACTION OF MORTGAGE

C.D. 0199074

KNOW ALL MEN BY THESE PRESENTS,

GREENPOINT BANK as successor by name change to THE GREEN POINT SAVINGS

BANK, a New York State Banking Corporation, having its principal

place of business at 807 Manhattan Avenue, Brooklyn,

New York 11222

DOES HEREBY CERTIFY that the following mortgage IS PAID and does hereby consent that the same be discharged of record.

Mortgage dated 12/20/76 Principal sum \$ 32,000.00

Mortgage made by SAUL C. GASILIUNAS A/K/A BRET DOUGLAS AND

GERALDINE B. GASILIUNAS A/K/A SHARI DOUGLAS

Mortgage made to THE GREEN POINT SAVINGS BANK

Recording date 12/23/76, Liber 9784, Page No. 746

Filing Date, Serial No., Cert. No.

Clerk's Office, County NASSAU, Mortgage No. 785113

Title Co., Title No.

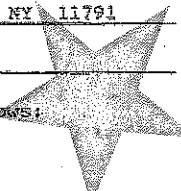
23 ANN DRIVE

STOSSET

NY 11791

Section 15, Block 164, Lot 2

The said mortgage has not been assigned, except as follows:

Section  
15Block  
164Lot #  
2

Town of Oyster Bay  
Inter- Departmental Memo

August 10, 2023

TO: HAROLD B. MAYER, JR., COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: 23 ANN DRIVE, SYOSSET  
CLEAN-UP


---

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Division. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,309.39.

If you have any questions pertaining to the above subject, please feel free to contact this office.



  
\_\_\_\_\_  
JOHN C. TASSONE  
CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

JCT/kjb

Enc: T & M sheet

CLEAN-UP - 23 ANN DRIVE, SYOSSET TO P & D 107387



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (15-164-2) 23 ANN DR SYOSSET 11791

Date Aug 7, 2023

Work Order # 107387

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ANDREW HOUGHTON	General Maintenance	01:00	\$31.73	00:00	0	\$31.73
VINCENT PADAVANO	General Maintenance	01:00	\$54.33	00:00	0	\$54.33
SEAN MCLAUGHLIN	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
JASON SEMINARIO JR.	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
JOHN MURRAY	General Maintenance	01:00	\$24.52	00:00	0	\$24.52

Total Labor \$165.39

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD594	2006 FORD F 350 POWER WAGON YW	\$105.00	01:00	\$105.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR202	TRAILER 2015 FELL1 FT6T BL	\$105.00	01:00	\$105.00

Total Equipment \$394.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00

Total Materials \$750.00

Grand Total \$1309.39

Description of Work:

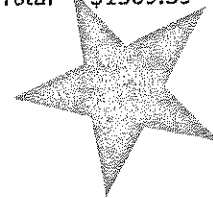
CLEAN UP 23 ANN DRIVE SYOSSET

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Aug 8, 2023





WHEREAS, Richard W. Lenz, PE, Commissioner, Department of Public Works, by memorandum dated October 4, 2023, advised that due to ongoing problems with the current Emergency After Hours Veterinarian services for the Animal Shelter, it was decided that until a new Request for Proposals (RFP) process is complete, Dr. Jared Coren, DVM, West Hills Animal Hospital and Emergency Center, 800 West Jericho Turnpike, Huntington, New York 11743, should be procured under Guideline 5 of the Town's Procurement Policy, emergency services; and

WHEREAS, Thomas M. Sabellico, Special Counsel, Office of the Town Attorney, by memorandum dated September 14, 2023, advised that the procurement of Dr. Jared Coren was proper under the Town's Procurement Policy, specifically Guideline 5, which governs emergency procurements; and

WHEREAS, the vendor's disclosure questionnaire has been received and satisfies the Town's Procurement Policy; and

WHEREAS, Commissioner Lenz, by said memorandum, advised further that the Department of Public Works, Animal Shelter and Control Division, is recommending that the Town Board approve the emergency procurement of Dr. Jared Coren until the RFP process is complete and a new contract is awarded. Dr. Jared Cohen will be honoring his RFP response from 2021, 25% off all fees rendered,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works, Animal Shelter and Control Division, is hereby authorized to procure Dr. Jared Coren, DVM, West Hills Animal Hospital and Emergency Center, 800 West Jericho Turnpike, Huntington, New York 11743, on an emergency basis, until the RFP process is complete and a veterinarian is procured to provide after hours veterinarian care for the animals in the Animal Shelter; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DER 3510 44900 000 0000; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

7/1/23  
Reviewed By  
Office of Town Attorney  
*[Signature]*

**Town of Oyster Bay**  
**Inter-Departmental Memo**

October 4, 2023

**To:** MEMORANDUM DOCKET

**FROM:** Richard W. Lenz, PE, Commissioner -Department of Public Works

**SUBJECT:** Emergency Procurement of Emergency After Hours Veterinarian

---


After the close of business on September 9, 2023, one of the shelter resident dogs became gravely ill showing signs of a very life threatening and contagious virus. Deputy Commissioner Laurie Scarpa called the shelters contracted after hours emergency vet- Central Veterinary Associates of Valley Stream and was told by the office manager that they did not have a Veterinarian and were not going to be able to fulfill their contract to examine and treat the dog. The office manager also stated that they hadn't been able to secure an overnight DVM in past 6 months.

Given the circumstances, we have found it necessary to re-bid for the services. Due to the importance of having an emergency hospital to cover the Animal Shelter after hours, Deputy Commissioner Scarpa reached out to Dr. Jared Coren, DVM of West Hills Animal Hospital. Dr. Coren answered the Towns RFP for Veterinary After Hours Emergency Care in 2021. Dr. Coren said they would be interested in picking up the contract on an emergency basis to cover the shelters needs while the Town secures a new Emergency After Hours Veterinarian contract through the RFP process.

We have asked the Town Attorney for a waiver of our procurement policy in order to fulfill this need until such time as the new RFP is received and reviewed for a new vendor. Attached hereto, is the approval for the waiver of our procurement policies from the Town Attorney.

The vendor's disclosure questionnaire has been received and satisfies the Town's Procurement Policy.

The Department of Public Works Animal Shelter and Control Division is recommending that the Town Board approve the emergency procurement of Dr. Jared Coren, DVM -West Hills Animal Hospital until the RFP process is complete and a new contract is awarded. Dr. Coren will be honoring his RFP response from 2021, 25% off all fees rendered. The services will be paid from Account No. DER 3510 44900 000 0000.

  
Richard W. Lenz, PE  
Commissioner  
Department of Public Works

LS/kt

cc: Frank M. Scalera, Town Attorney  
Gregory W. Carman, Jr., Esq., Deputy Supervisor

**Town of Oyster Bay**  
**Inter-Departmental Memorandum**

**TO:** Richard E. Lenz, P.E., Commissioner  
Department of Public Works

Laurie Scarpa, Deputy Commissioner  
Department of Public Works

**FROM:** Office of the Town Attorney

**DATE:** September 14, 2023

**SUBJECT:** Emergency Procurement – Dr. Jared Coren

---

We are in receipt of your memorandum, dated September 12, 2023, which requested this Office's opinion regarding compliance with the Town's Procurement Policy in the procurement of a licensed veterinarian to perform after hours emergency veterinarian care for animals in the Town's Animal Shelter.

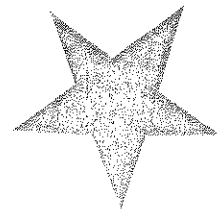
It is our understanding that the Animal Shelter was informed by Central Veterinary Associates of Valley Stream that they no longer had the staff or facilities to honor their contract with the Town to provide after hours emergency veterinarian care. It is our further understanding that you are in the process of preparing a Request for Proposals ("RFP") to procure a new licensed, qualified provider for this service, but that in the interim a licensed veterinarian must be on call to care for the animals. To that end, you have contacted Dr. Jared Coren, DVM, West Hills Animal Hospital and Emergency Center, 800 West Jericho Turnpike, Huntington, New York 11743, who had responded to a previous Town RFP for this service, and who is now available and able to provide the necessary after hours veterinarian service while the Town proceeds with the RFP process to secure a veterinarian.

It is this Office's opinion that based on all of the foregoing and in consideration of the provisions of the Town's Procurement Policy, and specifically Guideline 5 which governs emergency procurements, the Department may procure the services of Dr. Coren on a temporary, emergency basis, until the RFP process is complete and a veterinarian is procured to provide after hours veterinarian care for the animals in the Animal Shelter.

Office of the Town Attorney

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel



TMS/nb

cc: Frank M. Scalera, Town Attorney  
Gregory W. Carman, Jr., Esq., Deputy Supervisor

Meeting of October 24, 2023

Resolution No. 773-2023

WHEREAS, by Resolution No. 575-2022, adopted on August 9, 2022, the Town Board authorized Cameron Engineering & Associates, LLP to provide engineering services in connection with Contract No. DPW22-229, Firemen's Field Green Infrastructure Improvements, Oyster Bay; and

WHEREAS, Steven Feihel, P.E., Senior Civil Engineer, Cameron Engineering & Associates, LLP, by letter dated September 26, 2023, advised that due to the continued use of the remaining Design Phase fee, applied to the Construction, and the reduced construction contract duration to 120 calendar days, they are requesting funding authorization in the amount of \$122,870.00 for this project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 6, 2023, requested Town Board authorization for funding in the amount of \$122,870.00 for this Contract; and

WHEREAS, Commissioner Lenz, by said memorandum, advised the Board that this project is fully funded through the Corona Virus State and Local Fiscal Recovery Program (SLFR), as provided through the American Rescue Plan Act, and that the Town is in receipt of full SLFR funding,

WHEREAS, the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy, and

NOW THEREFORE IT BE RESOLVED, That the request as hereinabove set forth is approved, and the Town hereby authorizes funding in the amount of \$122,870.00 for Contract No. DPW22-229, Firemen's Field Green Infrastructure Improvements, Oyster Bay, to be paid from funds received through SLFR, at no cost or expense to the Town.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
Robert P. Olney

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

OCTOBER 6, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AUTHORIZATION OF ENGINEERING FEES  
FIREMANS FIELD GREEN INFRASTRUCTURE IMPROVEMENTS, OYSTER BAY  
CONTRACT NO. DPW22-229

---

Resolution No. 575-2022 of the meeting of August 9, 2022 authorized Cameron Engineering & Associates, L.L.P. to provide engineering services for the design phase of Contract No. DPW22-229, for a total fee of \$249,300.00. Upon award of the construction contract, this authorization had a balance of \$95,363.87, and these funds have been utilized to commence with the necessary Construction Phase services.

At this time additional funding is requested for the completion of the Construction Phase and to provide for maintenance period services, as stated in the attached letter from Cameron Engineering & Associates, LLP, dated September 26, 2023, in the total amount of \$122,870.00. Overall construction related services fees will amount to \$218,233.87.

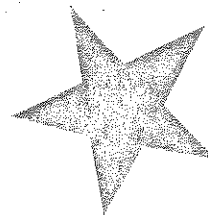
This project is to be funded in full with use of Coronavirus State and Local Fiscal Recovery Program (SLFR) funding, as provided through the American Rescue Plan Act. The Town is in receipt of its full SLFR funding. Funds for this initiative will be in accordance with the guidelines set forth by the New York State Office of the Comptroller.

The proposed consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

It is hereby requested that the Town Board authorize, by resolution, Cameron Engineering & Associates, LLP to perform construction phase services relative to Contract No. DPW22-229.

  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.

COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



*all*  
RWL/MR/CC/IK

Attachment

cc: Steven C. Ballas, Comptroller



# CAMERON ENGINEERING

an  IMEG company

September 26, 2023

Mr. Matthew Russo, PE  
Deputy Commissioner  
Town of Oyster Bay Department of Public Works  
Division of Engineering  
150 Miller Place,  
Syosset, New York 11791

RE: DPW22-229  
Fireman's Field Infrastructure Improvements  
Bid Review and Recommendation of Award  
CE 3257

Dear Mr. Russo:

In accordance with the Town of Oyster Bay Resolution No. 575-2022 Cameron Engineering & Associates, an IMEG Company (Cameron Engineering) had been authorized for the Design Phase of the subject project, with the fees for the Construction Phase to be authorized at a later date, following the completion of the design phase. In a letter to Commissioner Lenz dated August 1, 2022, our office estimated the construction observation phase for this project to be \$280,050.

Our office is hereby requesting the authorization of the Construction Phase work for this project. We have revised the original requested authorization amount to account for the following:

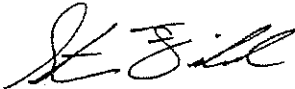
1. The continued use of the remaining Design Phase fee, applied to the Construction Phase task
2. The reduced construction contract duration to 120 calendar days

The requested authorization is for the following:

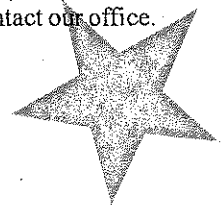
1. Construction Phase - \$105,100
2. 1-Year On-call Maintenance Services - \$17,770

Should you have any questions or require additional information, please do not hesitate to contact our office.

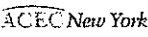

Very truly yours,



Steven Feihel, P.E.  
Senior Civil Engineer



K:\C3250-3299\CE3257 - TOB Firemans Field\Town of Oyster Bay\20230925\_CA Authorization Request\20230925\_Request for CA Authorization.doc

Active Member of  

177 Crossways Park Drive, Woodbury, NY 11797 / (516) 827-4900 1411 Broadway, Suite 610, New York, NY 10018 / (212) 324-4000  
303 Old Tarrytown Road, 1st Floor, White Plains, NY 10603 / (914) 721-8300

Meeting of August 9, 2022

Resolution No. 575-2022

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works, by memoranda dated July 25, 2022 and August 1, 2022, advised that on March 28, 2022, a request for proposals ("RFP") was issued to thirty-two (32) firms, in addition to being posted on the Town website, advertised in Newsday and printed in the New York State Contract Reporter, generating an additional nine (9) requests for RFP documents, in connection with Contract No. DPW22-229, Fireman's Field Green Infrastructure Improvements, Oyster Bay; and

WHEREAS, on April 20, 2022, the Division of Engineering received a total of nineteen (19) responses, and following a review and evaluation of all of the responses received, in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, Commissioner Lenz, by said memoranda, requested and recommended that the Town Board authorize Cameron Engineering & Associates, L.L.P., 177 Crossways Park Drive, Woodbury, New York, 11797, to provide engineering services for the design phase of the aforementioned Contract, for a total fee of \$249,300.00, with the fees for the Construction Phase to be authorized upon the completion of the Design Phase, once the final project scope is defined; and

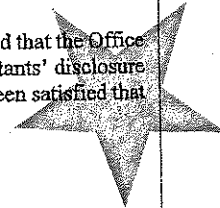
WHEREAS, Michael A. De Giglio, R.L.A., Senior Associate, Cameron Engineering & Associates, L.L.P., by letter dated August 1, 2022, requested to use AK Associates, 100 North Park Avenue, Rockville Centre, New York, 11570, as a sub-consultant, for surveying services, Land, Air, Water Environmental Services, Inc., 32 Chichester Avenue, Center Moriches, New York, 11934, as a sub-consultant for geotechnical services, and Land Use Ecological Services, Inc., 570 Expressway Drive South, Suite 2F, Medford, New York, 11763, as a sub-consultant for wetland demarcation, in connection with the aforementioned project; and

WHEREAS, Commissioner Lenz, by said memoranda, requested Town Board authorization to permit Cameron Engineering & Associates, L.L.P., to use AK Associates, as a sub-consultant for surveying services, Land, Air, Water Environmental Services, Inc., as a sub-consultant for geotechnical services, and Land Use Ecological Services, Inc., as a sub-consultant for wetland demarcation, in connection with the aforementioned project; and

WHEREAS, this project is to be funded in full with use of Coronavirus State and Local Fiscal Recovery Program (SLRF) funding, as provided by the American Rescue Plan Act, and as such, the funds for this initiative shall be utilized in accordance with the guidelines set forth by the Office of the New York State Comptroller; and

WHEREAS, Commissioner Lenz, by said memoranda, has advised that the Office of the Inspector General has reviewed the proposed consultant's and sub-consultants' disclosure questionnaires submitted by the proposed vendors and subcontractors, and has been satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

Reviewed By  
Office of Town Attorney  
*Elysebeth A. Jauchman*



NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are hereby accepted and approved, and Cameron Engineering & Associates, L.L.P., is hereby authorized to provide engineering services for the design phase of Contract No. DPW22-229, for a total fee of \$249,300.00, with the fees for the Construction Phase to be authorized upon the completion of the Design Phase, once the final project scope is defined, and to utilize AK Associates, Land, Air, Water Environmental Services, Inc., and Land Use Ecological Services, Inc., as sub-consultants for this project, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit.

-#-

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

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



Reviewed By  
Office of Town Attorney  
*Ralph P. Deady*

WHEREAS, Robert Zabbia, President, Chamber of Commerce of the Massapequas, Inc., 675 Broadway, Massapequa, New York 11758-2318, by letter dated September 19, 2023, requested that the Town Board authorize the Department of Public Works to close Broadway, from the corner of Pennsylvania Avenue & Broadway to the corner of Clark Avenue & Broadway, Massapequa, on Saturday, December 2, 2023, from 6:00 p.m. until 8:00 p.m., and to provide the Chamber of Commerce with one (1) large Showmobile, (equipped with public address system, podium and microphone), four (4) tower lights, twenty-five (25) complete barricades and one hundred-fifty (150) chairs, so said Chamber of Commerce may conduct its Annual Christmas Tree and Menorah Lighting Ceremony, on Saturday, December 2, 2023, with a snow date of Saturday, December 9, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 4, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department of Public Works has no objection to closing Broadway, from the corner of Pennsylvania Avenue & Broadway, to the corner of Clark Avenue & Broadway, Massapequa, on Saturday, December 2, 2023, from 6:00 p.m. until 8:00 p.m., and providing the Chamber of Commerce of the Massapequas, Inc., with twenty-five (25) complete barricades and one hundred-fifty (150) chairs, for the Chamber of Commerce to conduct its Annual Christmas Tree and Menorah Lighting Ceremony, on Saturday, December 2, 2023, with a snow date of Saturday, December 9, 2023; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that the request for one (1) large Showmobile, (equipped with public address system, podium and microphone), and four (4) tower lights, has been forwarded to the Department of Parks; and

WHEREAS, the Town Board has deemed the Annual Christmas Tree and Menorah Lighting Ceremony to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works is hereby authorized to close Broadway, from the corner of Pennsylvania Avenue & Broadway to the corner of Clark Avenue & Broadway, Massapequa, on Saturday, December 2, 2023, from 6:00 p.m. until 8:00 p.m., and to provide the Chamber of Commerce of Massapequa, Inc., twenty-five (25) complete barricades and one hundred-fifty (150) chairs for the Chamber of Commerce to conduct its Annual Christmas Tree and Menorah Lighting Ceremony, on Saturday, December 2, 2023, with a snow date of Saturday, December 9, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of Public Works, or his duly authorized representative;

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the afore-described activity;

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, with a commercial liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity; and be it further

RESOLVED, That the request for one (1) large Showmobile, (equipped with public address system, podium and microphone), and four (4) tower lights, shall be fulfilled by the Department of Parks, upon payment of the applicable permit fee.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 4, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ, P.E., COMMISSIONER OF DEPARTMENT OF PUBLIC WORKS

**SUBJECT:** THE CHAMBER OF COMMERCE OF THE MASSAPEQUAS INC. ANNUAL  
HOLIDAY CHRISTMAS TREE AND MENORAH LIGHTING CEREMONY  
TO BE HELD AT KLESTINEC PARK – DECEMBER 2<sup>ND</sup> 2023  
SNOW DATE: DECEMBER 9<sup>TH</sup> 2023

Enclosed please find letter from a Robert Zabbia, President, requesting our assistance on behalf of the Chamber of Commerce of the Massapequas, Inc, in conducting their annual Christmas Tree and Menorah Lighting Ceremony on Saturday, December 2<sup>nd</sup>, 2023 with a snow date of Saturday, December 9<sup>th</sup>, 2023.


The Highway Division has no objection to the organization closing off the corner of Pennsylvania Avenue and Broadway to the corner of Clark Avenue and Broadway in Massapequa on Saturday, December 2<sup>nd</sup> 2023, from 6:00 P.M. until 8:00 P.M. for their annual Holiday Celebration. A rain/snow date is also requested for Sunday, December 9<sup>th</sup>, 2023. Further, the Highway Division can readily supply twenty five (25) complete barricades for the event.

The Parks Department fees are in conjunction with Resolution #174-2017, pertaining to permits for show mobiles.

Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the affair. Therefore, Town Board Approval is requested.



RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

 JET/kaz  
Attachments

C: John C. Tassone, Chief Deputy Commissioner of DPW  
Cathy McWilliams, Department of Parks  
Peter Brown, General Foreman 002  
Grace SantaMaria, Highway Administration  
Justin McCaffrey, Department of Public Safety



# The Chamber of Commerce of the Massapequas, Inc.

Address: 675 Broadway, Massapequa, NY 11758-2318 / Phone (516) 541 – 1443

E-mail: [massapequachamber@gmail.com](mailto:massapequachamber@gmail.com) / Website: [www.massapequachamber.org](http://www.massapequachamber.org)

## Officers 2023-2024

### President

**Robert Zabbia**  
AllState/Zabbia Agency

### First Vice President

**Robin Hepworth**  
Robin Joy Photography

### Second Vice President

**Linda Rowse**  
Ind. Care Provider

### Third Vice President

**Salvatore Polito**  
Better Homes & Gardens Realty

### Treasurer

**Janice Talento**  
Drug Free Long Island

### Recording Secretary

**Karen Gawrych**  
Mary Kay Representative

### General Counsel

**Michael Venditto, Esq.**

### Board of Directors

**Robert R. Barrett \***  
Nappa Realty

**Lucrezia Falacara**  
Apple Bank

**Maria Guzzetta**  
Lock and Key Therapy

**Thomas LoFaso**  
TLo Productions

**Chris Merz**  
CenterPoint Church

**Denis Monette\***  
Top Shelf Property

**Patricia Orzano \***  
P.R.O. Consultants

**Stephen Parmiter**  
Morgan Stanley

**Isabelle Rapacciuolo**  
The Tiny Artist Studio

**Tim Ryan**  
Transfiguration Project

**Gary Slavin \***  
MassMural

**Anthony C. Ventiera\***  
Tony V. Productions

**Keith Wilson\***  
Better Homes & Gardens Realty

September 19, 2023

Town Supervisor Joseph Saladino  
54 Audrey Ave.  
Oyster Bay, NY 11771

RE: Massapequa Chamber of Commerce  
Annual Christmas Tree and Menorah Lighting Ceremony

Dear Supervisor Saladino,

On behalf of the Massapequa Chamber of Commerce, we are respectfully requesting permission to hold our Annual Christmas Tree and Menorah Lighting Ceremony. We ask that you please approve the following date and location for our 2023 event:

**Saturday, December 2, 2023 from 6:00 PM – 8:00 PM**  
**Klestinec Park on Broadway in Massapequa**  
*(Rain/Snow Date: Saturday, December 9, 2023)*

Our equipment requests and other necessities are listed on the next page.

Please feel free to call our office at (516) 541 – 1443, or you can reach me directly at (516) 799 – 6900 with any questions. Your assistance and support are deeply appreciated. We thank you very much.

Sincerely,

Robert Zabbia, President, Massapequa Chamber of Commerce

cc: Ms. Kimberly Zervos OMalley; Deputy Commissioner John Bishop;  
Commissioner Joseph Pinto; Ms. Lenore Booth; Ms. Kim Melworm; and  
Ms. Cathy McWilliams

## Honorary Members

**Joseph Saladino**  
Supervisor, T.O.B.

**Dr. Edward Salina**  
Superintendent of Schools  
Plainedge

## Chaplain

**Pastor Chris Merz**  
CenterPoint Church

## Office Staff

**Shelley Siemsen**  
Office Manager





## **The Chamber of Commerce of the Massapequas, Inc.**

Address: 675 Broadway, Massapequa, NY 11758-2318 / Phone (516) 541 – 1443

E-mail: [massapequachamber@gmail.com](mailto:massapequachamber@gmail.com) / Website: [www.massapequachamber.org](http://www.massapequachamber.org)

### **2023 Massapequa Christmas Tree and Menorah Lighting Ceremony Requests**

#### **Street Closures:**

- The corner of Pennsylvania Ave. & Broadway to the corner of Clark Ave. & Broadway must be blocked off for this event.

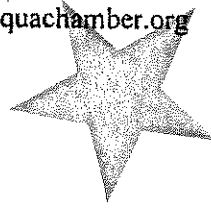
#### **Town Equipment:**

- *One Large Showmobile* with PA System, Podium, and Microphone
- 4 Tower Lights
- 25 Barricades (to block off the requested area)
- 150 Chairs

**IMPORTANT:** We ask that you please ensure that the streets are closed/equipment delivered by 4:00 PM and picked up at 9:00 PM.



E-mail: [massapequachamber@gmail.com](mailto:massapequachamber@gmail.com) / Website: [www.massapequachamber.org](http://www.massapequachamber.org)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Hubbnette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	CONTACT NAME: Loretta Salerno PHONE (516) 795-1330 FAX (516) 795-5101 E-MAIL: loretta@hubbnette-cowell.com ADDRESS: loretta@hubbnette-cowell.com
INSURED	CHAMBER OF COMMERCE OF THE MASSAPEQUAS, INC 675 BROADWAY MASSAPEQUA, NY 11758-2318	INSURER(S) AFFORDING COVERAGE INSURER A: SENTINEL INSURANCE CO. LTD 15580 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00000022-171535

REVISION NUMBER: 46

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	12SBAUL1281	11/04/2023	11/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/DP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE FOR USE OF (1) LARGE SHOWMOBILE WITH PA SYSTEM, PODIUM, MICROPHONE AND ALL TOWN EQUIPMENT (4 TOWER LIGHTS, 25 BARRICADES AND 150 CHAIRS) AT KLESTINEC PARK, BROADWAY, MASSAPEQUA, NY FOR CHRISTMAS TREE/MENORAH LIGHTING CEREMONY TO BE HELD ON SATURDAY, DECEMBER 2, 2023. WEATHER DATE: DECEMBER 9, 2023. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #CG2025. REQUEST FOR STREET CLOSURE FROM 4PM (THE CORNER OF PENNSYLVANIA AVE & BROADWAY TO THE CORNER OF CLARK AVE & BROADWAY)

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF OYSTER BAY  
54 AUDREY AVENUE  
OYSTER BAY, NY 11771

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Reviewed By

AUTHORIZED REPRESENTATIVE

Paul A. Cowell Jr.

Office of Town Attorney

Robert P. Deane

© 1988-2016 ACORD CORPORATION. All rights reserved.

POLICY NUMBER 12SBAUL1281

CHAMBER OF COMMERCE OF THE MASSAPEQUAS

COMMERCIAL GENERAL LIABILITY

CG 2026 0413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

For use of (1) large Snowmobile with PA System, Podium, Microphone and All Town Equipment (4 Tower Lights, 25 Barricades and 150 chairs) at Klestilnec Park, Broadway, Massapequa, NY on December 2, 2023. Weather Date: December 9, 2023, for Christmas Tree/Menorah Lighting. Request for street closure from 4PM (corner of Pennsylvania Ave & Broadway to the corner of Clark Ave & Broadway)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed By  
Office of Town Attorney





Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this September 19 day of 2023, by Chamber of Commerce of the Massapeguas, Inc. (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period

**Saturday, December 2, 2023 through Rain/Snow Date: Saturday, December 9, 2023**

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization:

Chamber of Commerce of the Massapeguas, Inc.

Address of Organization:

675 Broadway

Massapequa, NY 11758

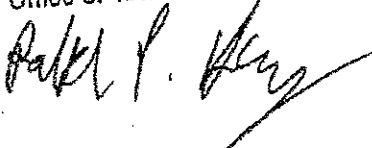
By: 

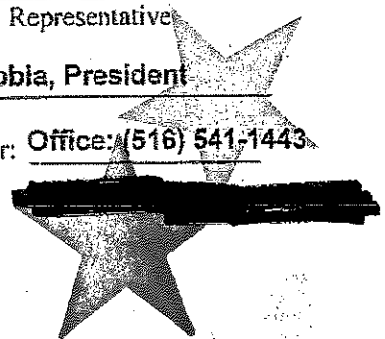
Authorized Representative

Title: Robert Zabbia, President

Telephone Number: Office: (516) 541-1443

Reviewed By  
Office of Town Attorney





DATE: 10/4/23

TO: HIGHWAY OPERATIONS

SUBJECT: Massapequa Chamber of Commerce Annual Christmas Tree Lighting

PLEASE DELIVER TO:

DATE OF EVENT: 12/2/23

Klestinec Park on Broadway  
Massapequa  
Show Date: 12/9/23

BARRICADES: 25

CONTACT: Robert Zabbia  
516-541-1443 or 516-799-6900 (cell)

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:


DELIVER ON: 12/1/23

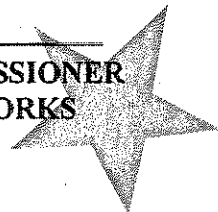
PICKUP ON: 12/4/23

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

  
RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



JCT/kaz

CC: Peter Brown, General Foreman 002  
Sal Cecerre, Regional Foreman 007  
Area Foreman 020

Dan Kornfeld  
Public Safety Division

Meeting of October 24, 2023

Resolution No. 775-2023

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on October 11, 2023, for Contract No. DP21-218PH2, Replacement of the Synthetic Turf Fields at Field of Dreams Park – East Field, Massapequa, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 13, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP21-218PH2 were reviewed by the Town's consulting engineers, LiRo Engineers, Inc.; and

WHEREAS, by letter dated October 12, 2023, LiRo Engineers, Inc., recommended the award of Contract No. DP21-218PH2 to The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, NY 11706, the lowest responsive and responsible bidder among two (2) bids received, in the amount of \$557,923.00; and

WHEREAS, as per Town policy, \$27,896.15 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$585,819.15; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of LiRo Engineers, Inc., Consulting Engineers, and recommended the award of Contract No. DP21-218PH2, to The LandTek Group, Inc., the lowest responsive and responsible bidder, in the amount of \$557,923.00, and \$27,896.15 for potential quantity increases, for a total bid encumbrance of \$585,819.15; and

WHEREAS, the estimated construction time for completion of the contract is forth-five (45) calendar days, with funds to be drawn from Account No. PKS-H-7197-20000-000-2302-001, Project ID No. 2302PKSA-12; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DP21-218PH2 is awarded to The LandTek Group, Inc., in an amount not to exceed \$585,819.15, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS-H-7197-20000-000-2302-001, Project ID No. 2302PKSA-12; and be it further

Reviewed By  
Office of Town Attorney  
*[Signature]*

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$585,819.15, upon presentation of a duly certified claim, after audit.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

October 13, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL DOCKET MEMO. TO ITEM NO. 17  
DOCKET OF OCTOBER 10, 2023  
AWARD OF CONSTRUCTION CONTRACT  
REPLACEMENT OF THE SYNTHETIC TURF FIELDS AT  
FIELD OF DREAMS PARK - EAST FIELD  
MASSAPEQUA, NEW YORK  
CONTRACT NO. DP21-218PH2  
ACCOUNT NO. PKS-H-7197-20000-000-2302-001  
PROJECT ID. 2302PKSA-12

---

In furtherance to Item No. 17 of the docket meeting of October 10, 2023 on October 11, 2023, the Division of Purchasing received two (2) bids for the subject project. The LandTek Group, Inc. of 105 Sweeneydale Avenue, Bay Shore, New York 11706, Federal Tax ID No. [REDACTED] submitted the lowest bid in the amount of \$557,923.00.


Attached is a letter dated October 12, 2023 from the office of Liro Engineers, Inc. recommending the award of this contract to The LandTek Group for the amount of \$557,923.00. In accordance with Town policy, an additional \$27,896.15 shall be encumbered for potential quantity increases, for a total bid encumbrance amount of \$585,819.15.

The estimated construction time for completion of the subject contract is 45 calendar days.

Funds are available for the subject contract work in Account No. PKS-H-7197-20000-000-2302-001, Project ID. 2302PKSA-12.

The proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

We concur with the recommendation of Liro Engineers, Inc. and request that Contract No. DP21-218PH2 be awarded to The LandTek Group, Inc. in the bid amount of \$557,923.00, and that \$27,896.15 be reserved for potential quantity increases, for a total bid encumbrance amount of \$585,819.15, and that the Office of the Comptroller be directed to issue an encumbrance order for this purpose.

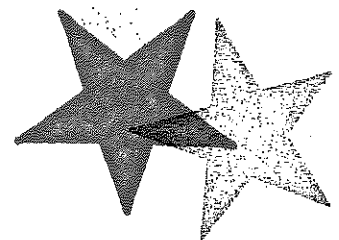
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/MR/SC/lc

## Attachments

c: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
Joseph G. Pinto, Commissioner/Parks

DP21-218\_FOD2\_AWARDSUPP





**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

October 12, 2023

Mr. Richard W. Lenz, P.E., Commissioner  
Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: Bid No. PW047-23  
Contract No. DP21-218PH2  
Replacement of the Synthetic Turf Fields at Field of Dreams Park – East Field,  
in Massapequa, NY,  
Bid Evaluation and Recommendation of Award

Dear Commissioner Lenz,

Bids were received for the above-referenced project at 11:00AM on October 11, 2023, at the Town of Oyster Bay Town Hall West and publicly opened and read. The following is a summary of the two (2) bids received:

Contractor	Total Bid As Read Off
1. The Landtek Group	\$557,923.00
2. Laser Industries	\$795,649.00

As shown in the table of bid results, the apparent low bid is \$557,923.00 by the Landtek Group.

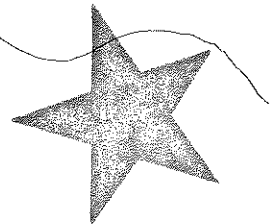
LiRo Engineers, Inc. (LiRo) evaluated the Landtek Group, LLC bid documents and found no apparent irregularities. LiRo finds the Landtek Group of 105 Sweenydale Avenue, Bay Shore, NY 11706 as the lowest, responsive, responsible bidder, and recommends award of **Contract No. DP21-218PH2, Replacement of the Synthetic Turf Fields at Field of Dreams Park - East Field** pending approval from the Town Board.

Please contact me at or (516) 636-3729 if you have any questions or comments.

Sincerely,

Daniel Loscalzo

cc: Sunita Chakraborti, Project/Planning Manager  
Carlos Romero, LiRo  
Dan Loscalzo, P.E., LiRo  
Peter Koklanos, PE, SE, Senior V.P., LiRo



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

October 6, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: REPLACEMENT OF THE SYNTHETIC TURF FIELDS AT  
FIELD OF DREAMS PARK - EAST FIELD  
MASSAPEQUA, NEW YORK  
CONTRACT NO.: DP21-218PH2  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the Town Board meeting of October 24, 2023 to take action on the award of the Replacement of the Synthetic Turf Fields at Field of Dreams Park – East Field.



RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/SC/lc

cc: Joseph G. Pinto, Commissioner, Department of Parks

DP21-218\_FOD2\_save a space

Meeting of October 24, 2023

Resolution No.776-2023

WHEREAS, by Resolution No. 749-2021, adopted on December 7, 2021, the Town Board authorized Nassau Suffolk Engineering & Architecture, PLLC to provide On-Call Engineering Services in connection with Contract No. PWC22-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Ryan Rosenberg, AIA, NCARB, CSI, CDT, Director of Architecture, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated August 29, 2023, described the scope of work to be performed under Contract No. PWC22-22, engineering services related to the preliminary design of an ADA compliant entrance ramp at Town Hall North – West Building; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 6, 2023, requested Town Board authorization for Nassau Suffolk Engineering & Architecture, PLLC, to provide the aforesaid On-Call Engineering Services under Contract No. PWC22-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$14,900.00 for this purpose, with funds available for payment in Account No. DGS H 1997 20000 000 2010 001, Project ID No. 2010 TWNA-03; and

WHEREAS, the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and Nassau Suffolk Engineering & Architecture, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC22-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$14,900.00 for this purpose, with funds available for payment in Account No. DGS H 1997 20000 000 2010 001, Project ID No. 2010 TWNA-03.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Nay
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
Ralph P. Fealy



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

OCTOBER 6, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO ARCHITECTURE  
CONTRACT NO.: PWC22-22  
ACCOUNT NO.: DGS H 1997 20000 000 2010 001  
PROJECT ID NO. 2010 TWNA-03

---


The consultant, Nassau Suffolk Engineering & Architecture, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC22-22 by Resolution No. 749-2021 for the subject project.

Attached is a letter dated August 29, 2023 from Nassau Suffolk Engineering & Architecture, PLLC regarding the scope of work to be performed in an amount not to exceed \$14,900.00. Services to be performed include preliminary design of an ADA compliant entrance ramp at Town Hall North – West Building.

Attached is an availability of funds in the amount of \$14,900.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 2010 001, Project ID No. 2010 TWNA-03.

The vendor's disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by Resolution, Nassau Suffolk Engineering & Architecture, PLLC under Contract No. PWC22-22, On-Call Engineering Services Relative to Architecture, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/lk  
Attachment

cc: Steve C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services



ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

General Services

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC 22-22

Contract Period 1/1/22 -- 12/31/23

Consultant/Contractor Nassau Suffolk Engineering & Architecture, PLLC

Discipline Architecture

Total Authorization \$277,995.00

Resolution No. 749-2021 Date 12/7/2021

Funded To Date \$263,095.00

Amount Requested \$14,900.00

Account To Be Used DGS H 1997 20000 000 2010 001 RID 2010 TWINA03

If Capital Account, State The Related Contract Number: DGS23-278

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

Entry evaluation and design for the ADA accessible entrance at Town Hall North.

Work To Be Completed In Contract Period; Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect; Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect; Yes ☐ No ☐ N/A ☒

Amount of Bond \$                     

Requesting Division/Department

Signature [Signature]  
Title Commissioner General Services  
Date 10/3/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]  
Title Commissioner of Public Works  
Date 10/5/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 14,900.00

Unencumbered Balance 226,807.69

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 10/4/23



# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2022

Contract No. \_\_\_\_\_

Contract End 12/31/2023

Commencement Date 1/1/2023

**No claim shall be paid for work performed prior to the Commencement Date**

Vendor Name and Address

Nassau suffolk Engineering & Architecture, PLLC

801 Motor Parkway, Suite 103

Hauppauge, NY 11788

Requesting Town Department General Services

Contact Kalyn Lovern Phone (516) 677-5834

Description of Work to be Performed (Attach Detail If Necessary)

Entry evaluation and design for the ADA accessible entrance at Town Hall North.

**This work order shall not exceed \$ \$14,900.00**

*Please notify the above mentioned contact person 48 hours prior to commencing any work.*

Requesting Division/Department

Signature

Title Commissioner General Services

Date 10/3/23

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date 10/5/23

Meeting of December 7, 2021

Resolution No. 749-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Architecture was issued in accordance with the specifications contained in Contract No. PWC22-22 for a two (2) year contract term commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, eleven (11) responses were received by the Division of Engineering, and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in accordance with the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineers and Architects, DPC, and Mark Design Studios Architecture, P.C., and

WHEREAS, Commissioner Lenz, by Highway memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract PWC22-22 On-Call Engineering Services, relative to Architecture, with H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineering and Architects, DPC, and Mark Design Studios Architecture, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023, and

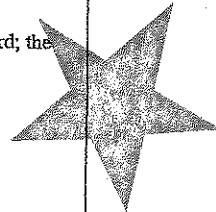
WHEREAS, the Inspector General has reviewed the Request for Proposals and the proposed vendor's disclosures, and is satisfied that the Procurement Policy has been satisfied, and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC22-22, On Call Engineering Services relative to Architecture, with H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineers and Architects, DPC, and Mark Design Studios Architecture, P.C., for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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



Reviewed By  
Office of Town Attorney  
*Domenica Walpe*



NASSAU SUFFOLK  
ENGINEERING &  
ARCHITECTURE, PLLC

August 29, 2023

Via Email to [rlenz@oysterbay-ny.gov](mailto:rlenz@oysterbay-ny.gov) and U.S. Mail

Richard W. Lenz, P.E.  
Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Re: **DPW Contract No:** PWC 22-22  
**DPW Contract Name:** On-Call Engineering Services Relative to Architecture  
**Task:** 74 Audrey Ave – Entry Evaluation and Design  
**NSEA#:** N-40-2301  
**Funding Request Amount:** \$14,900.00

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") is pleased to submit this proposal for professional services with respect to the evaluation and schematic design, including accessibility compliance, of the existing entrance of 74 Audrey Avenue, Oyster Bay, 11771 ("The Project") on behalf of the Town of Oyster Bay ("Town").

On August 4 and August 9, 2023, NSEA met on site with Town personnel to discuss the Town's vision, criteria and design considerations for evaluation and incorporation into the design of an Americans with Disabilities Act (ADA) compliant ramp and entry. In order to undertake this assignment, the Town will retain a licensed land surveyor to provide NSEA with an AutoCAD file containing spot elevations, building and landscaping extents of the property, utility locations and mark outs. NSEA acknowledges the Town's request that there will be (i) a Final Construction Documentation Phase, (ii) Bid Review Phase, and (iii) a Construction Administration Phase that will take place in calendar year 2024 and not part of this proposal for pre-design services. A proposal for these services will be provided to the Town upon completion of the scope(s) of work outlined below.

The professional services under this proposal are as follows:

**Investigation / Pre-Design Phase Services:**

- Coordinate land survey requirements with the Town's on-call Surveyor.

Richard W. Lenz, P.E., Commissioner  
August 29, 2023  
Page 2 of 2

- Review provided land survey;
- Review Town requirements, code requirements, ADA requirements and site restrictions;
- Review Town provided grant requirements for inclusion into design; and
- Generate preliminary ramp, stair and entry design alternatives for Town review and approval.

NSEA estimates its fee for this phase of The Project to be \$7,100.00 as follows:

- Principal Architect: 4 hours @ \$175/hr = \$700
- Director Of Architecture: 8 hours @ \$175/hr = \$1,400
- Project Manager: 24 hours @ \$165/hr = \$3,960
- CAD Draftsman: 16 hours @ \$65/hr = \$1,040

**Design Development Phase Services:**

- Generate pre-bid design development set for Town review;
- Generate outline specifications for Town review;
- Generate a Preliminary Probable Cost of Construction estimate;

NSEA estimates its fee for this phase of The Project to be \$7,800.00 as follows:


- Principal Architect: 4 hours @ \$175/hr = \$700
- Director Of Architecture: 12 hours @ \$175/hr = \$2,100
- Project Manager: 24 hours @ \$165/hr = \$3,960
- CAD Draftsman: 16 hours @ \$65/hr = \$1,040

Based on the Pre-design and Design Development scope of professional services described above, NSEA respectfully requests funding in the amount of \$14,900.00 under its two (2) year contract term commencing January 1, 2022, through December 31, 2023.

Please feel free to contact me if you have any questions or need further information.

Very truly yours,

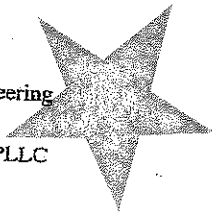
**NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC**

  
Ryan Rosenberg, AIA, NCARB, CSI, CDT  
Director of Architecture

Enc.

cc: Matt Russo P.E., Deputy Commissioner, Dept. of Public Works, Division of Engineering  
Kayin Lovern, Project Manager, Dept. of Public Works, Division of Engineering  
Michael W. Spinelli, AIA, President, Nassau Suffolk Engineering & Architecture, PLLC

801 Motor Parkway, Suite 103, Hauppauge, New York 11788  
T: 631.574.4870 F: 631.574.4871 [www.nassausuffolkea.com](http://www.nassausuffolkea.com)



WHEREAS, by Resolution No. 750-2021, adopted on December 7, 2021, the Town Board authorized LiRo Engineers, Inc. to provide On-Call Engineering Services relative to Environmental Engineering in connection with Contract No. PWC23-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Christopher Zanoni, Vice President, LiRo Engineers, Inc., by letter dated August 29, 2023, described the scope of work to be performed under Contract No. PWC23-22, engineering services related to the inspection of asbestos abatement activities as part of the John J. Burns CVM Building Roof Replacement project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated September 26, 2023, requested Town Board authorization for LiRo Engineers, Inc., to provide the aforesaid On-Call Engineering Services under Contract No. PWC23-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$2,065.00 for this purpose, with funds available for payment in Account No. DGS H 1997 20000 000 2010 001, Project ID No. 2010 TWNA-03; and

WHEREAS, the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and LiRo Engineers, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC23-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$2,065.00 for this purpose, with funds available for payment in Account No. DGS H 1997 20000 000 2010 001, Project ID No. 2010 TWNA-03.

-#-

Reviewed By  
Office of Town Attorney  
*Ralph P. Deady*

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

October 6, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO ENVIRONMENTAL ENGINEERING  
CONTRACT NO. PWC23-22  
ACCOUNT NO. DGS H 1997 20000 000 2010 001  
PROJECT ID NO. 2010 TWNA-03

The consultant, LiRo Engineers, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC23-22 by Resolution No. 750-2021 for the subject project.

Attached is a letter dated September 26, 2023 from LiRo Engineers, Inc. regarding the scope of work to be performed in an amount not to exceed \$2,065.00. Services to be performed include inspection of asbestos abatement activities as part of the John J. Burns Park CVM Building Roof Replacement project.

Attached is an Availability of Funds in the amount of \$2,065.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 2010 001, Project ID No. 2010 TWNA-03.

The vendor's disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by Resolution, LiRo Engineers, Inc., under Contract No. PWC23-22, On-Call Engineering Services Relative to Environmental Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/lc  
Attachments

cc: Steve C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services





ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT  
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

GENERAL SERVICES

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC23-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor LIRO ENGINEERS, INC.

Discipline ENVIRONMENTAL ENGINEERING

Total Authorization \$257,172.50

Resolution No. 750-2021 Date 12/7/2021

Funded To Date \$255,107.50

Amount Requested \$2,065.00

Account To Be Used DGS H 1997 20000 000-2010 001 2010 TOWN 03 <sup>PLD</sup>

If Capital Account, State The Related Contract Number: PWE001-23

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

INSPECTION OF ASEBESTOS ABATEMENT AT

JOHN J. BURNS PARK CVM FACILITY ROOF

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature

Title Commissioner General Services

Date 10/2/23

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date OCT. 5, 2023

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 2,065.00

Unencumbered Balance 226,807.69

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature

Date

10/3/23



# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2022

Contract No. PWC23-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2023

**No claim shall be paid for work performed prior to the Commencement Date**

Vendor Name and Address

LIRO ENGINEERS, INC.

235 EAST JERICO TURNPIKE

MINEOLA, NEW YORK 11501

Requesting Town Department GENERAL SERVICES

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

Description of Work to be Performed (Attach Detail If Necessary)

INSPECTION OF ASEBESTOS ABATEMENT AT

JOHN J. BURNS PARK CVM FACILITY ROOF

**This work order shall not exceed \$ \$2,065.00**

*Please notify the above mentioned contact person 48 hours prior to commencing any work.*

Requesting Division/Department

Signature [Signature]

Title Commissioner General Services

Date 10/2/23

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 10/5/23



LiRo Engineers, Inc.  
A LiRo Group Company

235 E Jericho Tpke, Mineola, New York 11501

Telephone 516.595.2900

Facsimile 516.595.2948

September 26, 2023

VIA EMAIL

Mr. Matthew Russo  
Deputy Commissioner  
150 Miller Place  
Syosset, NY 11791

RE: Town of Oyster Bay – John Burns Park  
Asbestos Abatement Monitoring  
Contract Information - Contract for Professional Services: PWC 23-22

Dear Mr. Russo:

LiRo Engineers, Inc. is grateful for the opportunity to provide the enclosed fee proposal for asbestos abatement monitoring in connection with the John Burns Park Lawn Mower Repair Shop roof replacement project.

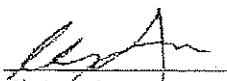
The estimated Costs for this project are \$ 2,065.00

1. Provide NYS DOL certified Asbestos Project Monitor to oversee mobilization, work area preparation, completion and waste disposal associated with abatement activities.
2. Prepare abatement close out report with copies of relevant project documents including waste manifests

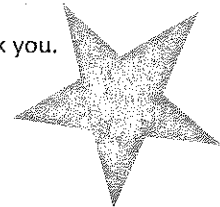
LiRo will be able to mobilize to the site for this work within 72 hours of a written Notice to Proceed. Our abatement close out reports will be provided within 5 business days of receipt of the executed asbestos waste manifests from the abatement contractor.

Please contact our office if you have any questions regarding our fee proposal. Thank you.

Sincerely,  
LiRo Engineers, Inc.

  
Christopher Zahoni  
Vice President

Encl.





September 27, 2023

CONTRACT INFORMATION

Contract for Professional Services: PWC 23-22

Deliverables by: As set by Town of Oyster Bay Project Manager

PROJECT INFORMATION

Asbestos Abatement Project Monitoring

John Burns Park Lawn Mower Repair Shop Roof

LABOR

TASK	UNIT	RATE	QUANTITY	TOTAL
<b>Phase 2 - Asbestos Abatement Monitoring</b>				
Project Manager				
Pre-abatement site visit, coordiante field activities, update TOB on abatement status, provide close out documents	Hour	\$125.00	5	\$625.00
Total Project Manager	Hour	\$125.00	5	\$625.00
Asbestos Project Monitor				
Oversee abatement activities, inspect work area preparation, waste generation/decontamination, cleanings and demobilization	Hour	\$90.00	16	\$1,440.00
Total Asbestos Project Monitor	Hour	\$90.00	16	\$1,440.00
TOTAL PHASE 1				\$2,065.00

**TOTAL FEE PROPOSAL**

**\$2,065.00**

Signed by:  on behalf of LiRo Engineers, Inc.

CORRECTED COPY

Meeting of December 7, 2021

Resolution No. 750-2021

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Environmental Engineering was issued in accordance with the specifications contained in Contract No. PWC23-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, seven (7) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department selected D & B Engineers and Architects, DPC, H2M Engineers & Architects, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., P.W. Grosser, Consulting Engineers, and Cashin Associates, P.C.; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC23-22 On-Call Engineering Services Relative to Environmental Engineering, with D & B Engineers and Architects, DPC, H2M Engineers & Architects, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., P.W. Grosser, Consulting Engineers, and Cashin Associates, P.C., to provide the Town of Oyster Bay with a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, the Office of the Inspector General reviewed the Request For Proposals and the proposed vendors' disclosure questionnaires, and is satisfied that the Procurement Policy was fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC23-22, On-Call Engineering Services Relative to Environmental Engineering, with D & B Engineers and Architects, DPC, H2M Engineers & Architects, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., P.W. Grosser, Consulting Engineers, and Cashin Associates, P.C., for a two (2) year contract term, commencing on January 1, 2022 terminating on December 31, 2023.

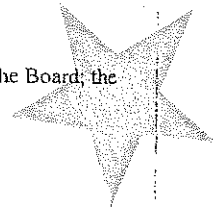
-#-

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

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

Reviewed By  
Office of Town Attorney

Robert J. Johnson



WHEREAS, Theresa Skvarla, Assistant Director, Friends of Raynham Hall, Inc., 20 West Main Street, Oyster Bay, New York 11771, by letter dated October 4, 2023, requested the closing of Municipal Parking Field O-1, Oyster Bay, the use of four (4) saw-horse barriers, four (4) garbage bins, and four (4) hand held radios for the organization's annual Halloween Parade, to be held on Saturday, October 28, 2023, with a rain date of Sunday, October 29, 2023; and

WHEREAS, Theresa Skvarla, by said letter, further requested that the Town Board waive the applicable provisions of the Code of the Town of Oyster Bay regarding the consumption of alcoholic beverages on the above-referenced property during said period; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated October 6, 2023 and October 12, 2023, advised that the Department of Public Works, Highway Division, had no objection to the closing of Municipal Parking Field O-1, Oyster Bay, as well as the installation of temporary "No Parking" signs in the lot on Saturday, October 28, 2023 from 5:00 pm through 11:00 pm, and the use of two (2) complete barricades for the organization's annual Halloween Parade, to be held on Saturday, October 28, 2023, with a rain date of Sunday, October 29, 2023; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned requests will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and this Town Board hereby authorizes the Department of Public Works to provide for the closing of Municipal Parking Field O-1, Oyster Bay, as well as the installation of temporary "No Parking" signs in the lot on Saturday, October 28, 2022 from 5:00 pm through 11:00 pm, and the use of two (2) complete barricades for the organization's annual Halloween Parade, to be held on Saturday, October 28, 2023 with a rain date of Sunday, October 29, 2023; subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works or his duly designated representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activity.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance naming the Town as an additional insured in connection with the aforescribed activity; and be it further

Ms.  
Reviewed By  
Office of Town Attorney  
*[Signature]*

RESOLVED, That the following section of the Code is hereby waived during the period Saturday, October 28, 2023 or the rain date of Sunday, October 29, 2023, in Municipal Parking Field 0-1, Oyster Bay, in connection with the aforesaid event: Section 82-3 prohibiting public consumption of alcoholic beverages.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 12, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

**SUBJECT:** FRIENDS OF RAYNHAM HALL, INC. ANNUAL HALLOWEEN PARADE EVENT  
TO BE HELD SATURDAY, OCTOBER 28<sup>TH</sup>, 2023  
(RAIN DATE SUNDAY, OCTOBER 29<sup>TH</sup>, 2023)  
(SUPPLEMENTAL MEMO #14 10/10/23)

---

Enclosed please find a copy of the letter from Theresa Skvarla, Assistant Director, requesting our assistance on behalf of the Friends of Raynham Hall, Inc. in conducting their annual Halloween Parade Event Saturday, October 28<sup>th</sup>, 2023 with a rain date of Sunday, October 29<sup>th</sup>, 2023.

The Highway Division has no objection to the Friends of Raynham Hall, Inc. utilizing Municipal Parking Field O-1 in Oyster Bay on Saturday, October 28<sup>th</sup>, 2023 for their annual Halloween Parade Event. The organization would appreciate the posting of temporary "No Parking" signs in Municipal Parking Field O-1 on Saturday, October 28<sup>th</sup>, 2023 from 5:00 pm through 11:00 pm. If the rain date is needed the same times will apply.

Further, the Highway Division will be pleased to provide two (2) complete barricades for this event.

The Organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on behalf of the Friends of Raynham Hall, Inc. during their event on October 28<sup>th</sup>, 2023 with a rain date of October 29<sup>th</sup>, 2023.

Also attached is a Certificate of Insurance, Endorsement Sheet and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.

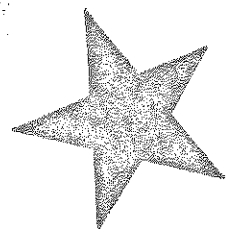


RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

JCT/kaz

Attachments

CC: John C. Tassone, Chief Deputy Commissioner DPW  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Department of Public Safety  
Grace SantaMaria, Highway Administration







**BOARD OF TRUSTEES**

Dean Yoder

*President*

James M. Murphy

*Legal Advisor*

John M. Collins

*Secretary*

Richard Schuster

*Treasurer*

Barbara Adelhardt

*First Vice President*

Jamie Arty

*Second Vice President*

Joanna Badami

*Third Vice President*

Elaine Palmer

*Fourth Vice President*

Brad Berrol

*Fifth Vice President*

Rebecca Lawton Flatters

Carolyn Mott

Kay Hutchins Sato

Karen J. Underwood

Colette Buzzetta

P. Benjamin Duke

June B. Fisher

Richard Iversen

Erik Knutsen

Erin Nalbandian

Jennifer Ross

Will von Schack

Claudia Taglich

**ADVISORY BOARD**

John Bonifacio

John Bralower

Thomas Hogan

G. Bruce Knecht

Libby H. O'Connell

Frank J. Olt, Jr.

Rita Roselle

Patricia P. Sands

Townsend Weekes

Richard Weir III

**EXECUTIVE DIRECTOR**

Harriet Gerard Clark

October 4, 2023

Joseph S. Saladino

Supervisor, Town of Oyster Bay

54 Audrey Avenue

Oyster Bay, NY 11771

Dear Supervisor,

On behalf of the Friends of Raynham Hall, Inc., I herewith respectfully request permission to host our annual Halloween parade in the hamlet of Oyster Bay, on Saturday, October 28<sup>th</sup> at 5:30 p.m.; with a rain date of Sunday, October 29<sup>th</sup>.

The parade will begin at the Oyster Bay High School on East Main Street marching west on Audrey Avenue to Audrey Avenue Extension/Railroad Avenue, south on Maxwell Avenue, west on Shore Road, south on Spring Street, east on West Main Street to Town of Oyster Bay parking field O-1 adjacent to Raynham Hall. It is planned that there will be a food truck, food tables, and Oyster Bay Brewing Company selling beer, so we request a waiver of the open container law for both the scheduled date and the rain date.

We would very much appreciate the use of parking field #O-1, as well as four saw-horse barriers, four garbage bins, and four hand-held radios.

I understand that there is a requirement for a Certificate of Insurance and a "hold-harmless" naming the Town of Oyster Bay as additionally insured, which I am working towards obtaining and will submit those documents to Kim Zervos, the parade coordinator.

Please feel free to contact me at [tskvarla@raynhamhallmuseum.org](mailto:tskvarla@raynhamhallmuseum.org) or at 516-922-6808 x102 if you have any questions or require additional information. Thank you so much for your help with this community-wide event which everyone looks forward to each year.

Sincerely,

  
Theresa Skvarla

Assistant Director

Cc: Kim Zervos, Parade Coordinator





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Risk Strategies Company  
750 Third Avenue, Suite 1500  
New York NY 10017

CONTACT NAME: Jesse Pardo  
PHONE (A/C No. Ext): 212-297-1453  
FAX (A/C No.):  
E-MAIL: jpardo@risk-strategies.com  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Co

16682

INSURER B: Hartford Accident & Indemnity

22357

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Friends of Raynham Hall Inc.  
30 West Main St.  
Oyster Bay NY 11771

430737

## COVERAGES

CERTIFICATE NUMBER: 2002348048

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL (SUBR) WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	12SBMAF2311	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					
	SCHEDULED AUTOS NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	RETENTIONS					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	12WECAP42CJ	1/1/2023	1/1/2024	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Oyster Bay is included as an additional insured, as respect General Liability, where required by contract/agreement and subject to the terms, conditions and exclusions of the policy.  
Event date is Saturday, October 28 from 5:30 - 8:30 pm (rain date is Sunday, Oct 29)  
Address of Parade Kick off is: Oyster Bay High School at 1 McCouns Lane, Oyster Bay, NY 11771  
Parade ends at: Town of Oyster Bay Parking Lot 0-1, 30 West Main Street, Oyster Bay, NY 11771

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay NY 11771

Reviewed By  
Office of Town Attorney

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. B. Christie*

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this Oct. 3 day of 2023, by Friends of Raynham Hall, Inc (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period Oct. 28 through Oct. 29.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization:

Friends of Raynham Hall, Inc

Address of Organization:

20 West Main Street

Oyster Bay, NY 11771

By:

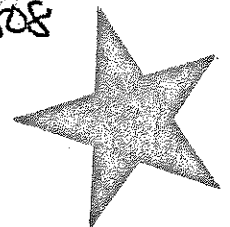
[Signature]  
Authorized Representative

Title: Asst. Director

Telephone Number: 516-922-6808

Reviewed By  
Office of Town Attorney

[Signature]



11 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
23 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
AF insurance company of The Hartford Insurance Group shown below.  
SBM

INSURER: HARTFORD FIRE INSURANCE COMPANY  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155  
COMPANY CODE: 1

Policy Number: 12 SBM AF2311 SB



## SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: FRIENDS OF RAYNHAM HALL INC  
(No., Street, Town, State, Zip Code)

20 WEST MAIN STREET  
OYSTER BAY NY 11771

Policy Period: From 09/30/23 To 09/30/24 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: GEO V BULLEN & SON INC  
Code: 127965

Previous Policy Number: 12 SBA AF2311

Named Insured is: NON PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

---

TOTAL ANNUAL PREMIUM IS: \$1,341

---

Countersigned by

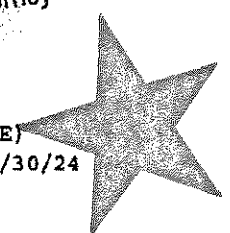
*Susan S. Castaneda*

Authorized Representative

06/26/23  
Date

Reviewed By  
Office of Town Attorney

*[Signature]*



**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 12 SEM AF2311

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001      **Building:** 001

30 WEST MAIN STREET  
OYSTER BAY      NY 11771

**Description of Business:**

MUSEUM NON PROFIT WITH NO BUILDING COVERAGE

**Deductible:** NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**

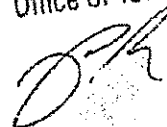
NO COVERAGE

**MONEY AND SECURITIES**

INSIDE THE PREMISES  
OUTSIDE THE PREMISES

NO COVERAGE  
NO COVERAGE

Reviewed By  
Office of Town Attorney



**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 12 SBM AF2311

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 002      **Building:** 001

20 WEST MAIN STREET  
OYSTER BAY      NY 11771

**Description of Business:**

MUSEUM NON PROFIT WITH NO BUILDING COVERAGE

**Deductible:** NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**

NO COVERAGE

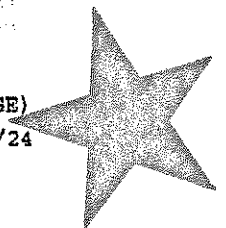
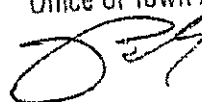
**MONEY AND SECURITIES**

**INSIDE THE PREMISES**

NO COVERAGE

**OUTSIDE THE PREMISES**

NO COVERAGE

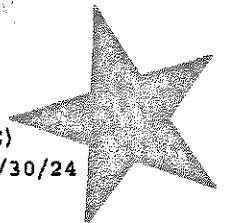


**SPECTRUM POLICY DECLARATIONS (Continued)**  
**POLICY NUMBER: 12 SBM AF2311**

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
<b>LIABILITY AND MEDICAL EXPENSES</b>	<b>\$2,000,000</b>
<b>MEDICAL EXPENSES - ANY ONE PERSON</b>	<b>\$ 10,000</b>
<b>PERSONAL AND ADVERTISING INJURY</b>	<b>\$2,000,000</b>
<b>DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES</b>	<b>\$ 300,000</b>
<b>AGGREGATE LIMITS</b>	
<b>PRODUCTS-COMPLETED OPERATIONS</b>	<b>\$4,000,000</b>
<b>GENERAL AGGREGATE</b>	<b>\$4,000,000</b>

**AMENDMENT OF LIQUOR LIABILITY**  
**EXCLUSION: FORM SS 40 34**  
**DESCRIPTION OF ACTIVITY:**  
**WATERFRONT GARDEN PARTY AT THE HOME**  
**OF ED AND LORNA GOODMAN-FUNDRAISER**

Reviewed By  
Office of Town Attorney



**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 12 SBM AF2311**

**BUSINESS LIABILITY OPTIONAL COVERAGES  
(Continued)**

**LIMITS OF INSURANCE**

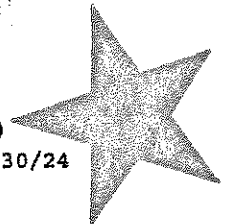
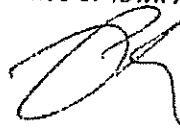
**DESCRIPTION OF SPECIAL EVENT:  
BENEFIT AUCTION  
MARCH**

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

**HIRED/NON-OWNED AUTO LIABILITY  
FORM: SS 01 97**

**\$2,000,000**

Reviewed By  
Office of Town Attorney



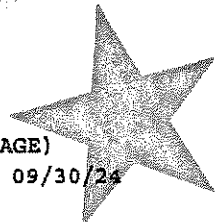
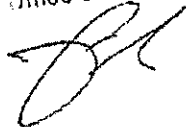


**SPECTRUM POLICY DECLARATIONS (Continued)**  
**POLICY NUMBER: 12 SBM AF2311**

**ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS  
LIABILITY COVERAGE IN THIS POLICY.**

**LOCATION 001 BUILDING 001**  
**TYPE PERSON ORGANIZATION**  
**NAME SEE FORM IH 12 00**  
**TYPE STATE POLITICAL SUBDIVISION**  
**NAME SEE FORM IH 12 00**

Reviewed By  
Office of Town Attorney

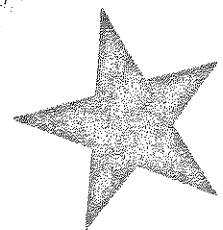
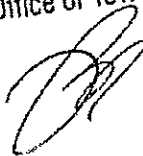


**SPECTRUM POLICY DECLARATIONS (Continued)**  
**POLICY NUMBER: 12 SBM AF2311**

**Form Numbers of Forms and Endorsements that apply:**

SS 00 01 03 14	SS 00 05 12 06	(SS 00 08 04 05)	SS 00 64 09 16
SS 01 26 07 18	SS 01 93 09 95	SS 01 97 09 09	SS 89 93 07 16
SS 00 60 09 15	SS 05 47 09 15	SS 05 64 12 10	SS 50 94 09 10
SS 51 10 03 17	G-4190-0	SS 40 23 03 00	SS 40 34 03 00
106373	IH 99 40 04 09	IH 99 41 04 09	SS 83 76 12 20
IH 12 00 11 85 ADDITIONAL INSURED - PERSON-ORGANIZATION			
IH 12 00 11 85 ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION			

Reviewed By  
Office of Town Attorney



## BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily Injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily Injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily Injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

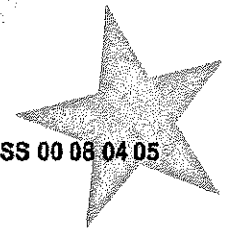

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.



## BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

### c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

### e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

### f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

## BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate Limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### 3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### 4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

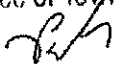
In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



**DATE:** 10/12/23

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Friends of Raynham Hall Inc. Halloween Parade event

**PLEASE DELIVER TO:**

**DATE OF EVENT:** 10/28/23

Parking Field O-1

Rain Date: 10/29/23

**BARRICADES:** 2

**CONTACT:** Theresa Skvarla  
516-922-6808

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**MISC ITEMS:**

**DELIVER ON:** 10/27/23

**PICKUP ON:** 10/31/22

**SWEEPING BEFORE AFFAIR IS NEEDED:**

XX  
YES NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

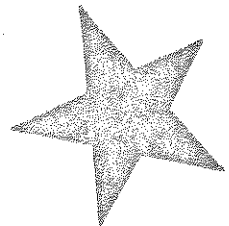
JPB/kaz

  
RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



CC: Peter Brown, General Foreman 002  
Dan Kornfeld  
Kevin Freiberg, Area Foreman 013  
Public Safety Division

Mike Ricardo, Regional Foreman 009



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 6, 2023

**TO:** MEMORANDUM DOCKET

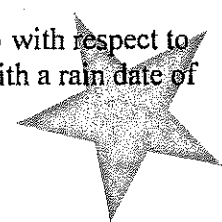
**FROM:** RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

**SUBJECT:** FRIENDS OF RAYNHAM HALL  
ANNUAL HALLOWEEN PARADE

Please reserve a space on the Town Board calendar of October 24<sup>th</sup>, 2023 with respect to the Friends of Raynham Hall Halloween Parade on October 28<sup>th</sup>, 2023 with a rain date of October 29<sup>th</sup>, 2023. Supplemental memorandum to follow.

  
RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

ICT/kz





WHEREAS, Russell P. Green, President, Syosset Woodbury Chamber of Commerce, by letter dated September 30, 2023, requested the temporary closure of a portion of Jackson Avenue, Syosset, from 6:00 a.m. until 6:30 p.m., on Sunday, November 12, 2023, for the 2023 Syosset Woodbury Chamber of Commerce Street Fair, from 10:00 a.m. until 5:00 p.m., as follows: from the northern side of the intersection of Jackson Avenue and Underhill Boulevard, to the southern side of the intersection of Jackson Avenue, Muttontown/ Eastwoods Road, and Split Rock and Berry Hill Roads; from the intersection of Muttontown/Eastwoods Road and Cold Spring Road to the approximate location of the business known as Syosset Wine Cellar, located at 40 Cold Spring Road, in Syosset, (and more particularly described as Section 15, Block B, Lot 23, on the Nassau County Land and Tax Map); and from the intersection of Whitney Avenue and Jackson Avenue, for a distance of approximately one-hundred (100) feet west; and

WHEREAS, Mr. Greene, by said letter, further requested that the Department of Public Works, Highway Division, post temporary "No Parking" signs at the abovementioned locations, provide fifty (50) complete barricades and fifty (50) traffic cones, to be delivered on Friday, November 10, 2023 to the Town's Railroad Parking lot adjacent to the Fire Department on Cold Spring Road, and waiver of the provisions of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", pertaining to the consumption of alcoholic beverages in public on said premises, for the 2023 Syosset Woodbury Chamber of Commerce Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Sunday, November 12, 2023; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works, by memoranda dated October 6, 2023 and October 12, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that Department has no objection to providing same to the Syosset Woodbury Chamber of Commerce; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the Syosset Woodbury Chamber of Commerce is in the process of obtaining approval from Nassau County for temporarily closing a portion of Jackson Avenue, from the north side of the intersection of Underhill Boulevard to the intersection of Split Rock Road and Berry Hill Road, as well as Cold Spring Road to 40 Cold Spring Road, on November 12<sup>th</sup> 2023 from 7:00 a.m. until 6:00 p.m. during the Annual Street Fair as this portion of Jackson Avenue falls under the jurisdiction of Nassau County; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted, and the Department of Public Works, is hereby authorized to close portions of Jackson Avenue, Syosset, as set forth hereinabove, to post temporary "No Parking" signs at the abovementioned locations, and to provide the Syosset Woodbury Chamber of Commerce with the use of fifty (50) complete barricades and fifty (50) traffic cones, to be delivered on Friday, November 10, 2023 to the Town's Railroad Parking lot adjacent to the Fire Department

Reviewed By  
Office of Town Attorney

on Cold Spring Road, for the 2023 Syosset Woodbury Chamber of Commerce Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Sunday, November 12, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner, Department of Public Works, Highway Division, or his duly authorized designee.

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains general liability insurance, in the amounts of \$1,000,000.00 for each occurrence, and \$2,000,000.00 in the general aggregate, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity; and be it further

RESOLVED, That the Town Board hereby waives the provisions of The Code of the Bay, Chapter 82, "Alcoholic Beverages", pertaining to the consumption of alcoholic beverages in public, for the 2023 Syosset Woodbury Chamber of Commerce Annual Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Sunday, November 12, 2023, on the side of The Fair.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

October 12, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

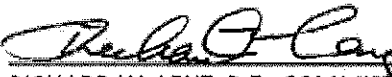
**SUBJECT:** SYOSSET WOODBURY CHAMBER OF COMMERCE  
ANNUAL STREET FAIR NOVEMBER 12<sup>TH</sup> 2023  
(SUPPLEMENTAL MEMO #15 10/10/23)

Enclosed please find a copy of the letter from Russell P. Green, President, requesting our assistance on behalf of the Syosset Woodbury Chamber of Commerce in conducting their Annual Street Fair on Saturday, November 12<sup>th</sup> 2023.

The Highway Division will be pleased to provide "No Parking" signs to be posted at the locations mentioned in the next paragraph as well as fifty (50) complete barricades and fifty (50) cones for the event.

Further, the organization is in the process of obtaining approval from Nassau County for temporarily closing a portion of Jackson Avenue, from the north side of the intersection of Underhill Boulevard to the intersection of Split Rock Road and Berry Hill Road, as well as Cold Spring Road to 40 Cold Spring Road, on November 12<sup>th</sup> 2023 from 7:00 A.M. until 6:00 P.M. during the Annual Street Fair. This portion of Jackson Avenue comes under the jurisdiction of Nassau County.

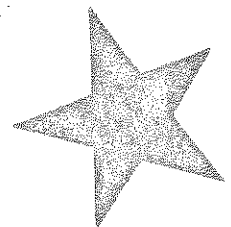
Also attached is the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.

  
RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RWL/kaz

CC: John C. Tassone, Chief Deputy Commissioner  
Peter Brown, General Foreman 002  
Cathy McWilliams, Department of Parks  
Justin McCaffrey, Commissioner Public Safety  
Grace SantaMaria, Highway Administration  
Steve Kelly, Sign Bureau Supervisor



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 6, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

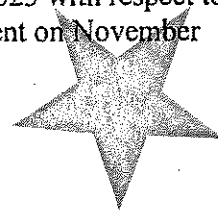
**SUBJECT:** SYOSSET WOODBURY CHAMBER OF COMMERCE  
ANNUAL STREET FAIR EVENT

---

Please reserve a space on the Town Board calendar of October 24<sup>th</sup>, 2023 with respect to the Syosset Woodbury Chamber of Commerce Annual Street Fair Event on November 12<sup>th</sup>, 2023. Supplemental memorandum to follow.



RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



ICT/kz



WHEREAS, Donna Christine Haines, "Comfort Ministry Top Dog", and Ministry Director, on behalf of Trinity Lutheran Church and School, 40 West Nicholai Street, Hicksville, New York, 11801, by letter dated October 12, 2023, requested the use of Municipal Parking Field H-15; Hicksville, the posting of temporary "No Parking" signs upon said Field, and the use of six (6) complete barricades, for the organization's "Trunk-or-Treat Event," to be held from 1:00 p.m. to 3:00 p.m., on Saturday, October 28, 2023, with a rain date of Saturday, November 4, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated October 6, 2023 and October 12, 2023, advised that the abovementioned Town property and equipment will not be required for use by the Town at that time, and that the Department has no objection to providing Trinity Lutheran Church and School with the use of Municipal Parking Field H-15, Hicksville, the posting of temporary "No Parking" signs upon said Field, and the use of six (6) complete barricades, for the organization's "Trunk-or-Treat Event," to be held from 1:00 p.m. to 3:00 p.m., on Saturday, October 28, 2023, with a rain date of Saturday, November 4, 2023; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide Trinity Lutheran Church and School with the use of Municipal Parking Field H-15, Hicksville, the posting of temporary "No Parking" signs upon said Field, and the use of six (6) complete barricades, for the organization's "Trunk-or-Treat Event," to be held from 1:00 p.m. to 3:00 p.m., on Saturday, October 28, 2023, with a rain date of Saturday, November 4, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

October 12, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS


**SUBJECT:** TRINITY LUTHERAN CHURCH AND SCHOOL  
TRUNK OR TREAT EVENT  
TO BE HELD OCTOBER 28<sup>TH</sup> 2023 (R/D NOVEMBER 4<sup>TH</sup> 2023)  
(SUPPLEMENTAL MEMO #16 10/10/23)

---

Enclosed please find a copy of the letter from Donna Haines, requesting our assistance on behalf of the Trinity Lutheran Church and School in their Trunk or Treat Event on October 28<sup>th</sup> 2023 with a rain date of November 4<sup>th</sup> 2023.

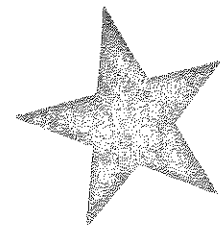
The Highway Division has no objection to the Organization utilizing Municipal Parking Fields H-15 on Saturday, October 28<sup>th</sup> 2023 from 1:00 pm until 3:00 pm for the event. Trinity Lutheran Church and School would appreciate the posting of temporary "No Parking" signs in the lot as well. This includes their rain date as well if needed. In addition, the Highway Division can readily supply six (6) complete barricades for this event.

Also attached are a Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.

  
RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

 JST/kaz

**C:** John C. Tassone, Chief Deputy Commissioner DPW  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Dept. of Public Safety  
Grace SantaMaria, Highway Administration





EST. 1850

CHURCH  
516.931.2225  
TrinityHicksville.org

# TRINITY LUTHERAN CHURCH AND SCHOOL

40 West Nicholas Street, Hicksville, NY 11801

Pastoral Vacancy  
Jennifer Forte – Principal Seleena Seemungal – ECC Director



EST. 1954

SCHOOL  
516.931.2211  
TrinityL.org

October 12, 2023

Richard Lenz, Commissioner  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Dear Mr. Lenz,

Thank you for all of the help you and your department have given to Trinity Lutheran Church and School. Your cooperation has been very helpful in enabling us to properly serve our families. I'm writing this letter to ask for a parking waiver in order to support our families during our upcoming Trunk-or-Treat event in October. We are asking for use of the H-15 parking lot which is to the east of our school. We would also like to request six (6) barricades to block traffic from entering West Nicholas Street from Route 107 (Broadway) to Jerusalem Avenue on the following date and time:

Saturday, October 28, 2023 from 1:00pm – 3:00pm.

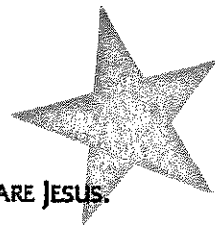
In the event of rain, we will hold this event on Saturday, November 4, 2023 from 1:00 – 3:00pm.

We appreciate your help with this event!

Sincerely,

Donna Haines,  
*Comfort Dog Ministry Top Dog*

TRINITY IS A CARING FAMILY WHERE PEOPLE GATHER TO KNOW, WORSHIP, SERVE, AND SHARE JESUS.





82HICKSLE1

MJOHNSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Emery & Webb, Inc. 989 Main Street Fishkill, NY 12524	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (845) 896-6727	<b>FAX (A/C, No):</b> (845) 896-6877
<b>INSURED</b>  Trinity Evangelical Lutheran Church of Hicksville 40 West Nicholas Street Hicksville, NY 11801-3806	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> GuideOne Mutual	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	1437429	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an Additional Insured in respect to general liability in regard of the named insured's use of premises for church event - Trunk or Treat on 10/28/2023 with a rain date of 11/05/2023.

## CERTIFICATE HOLDER

## CANCELLATION

Reviewed By  
Office of Town Attorney

Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. C. DA...



NAMED INSURED: Trinity Evangelical Lutheran Church of  
Hicksville

POLICY NUMBER: 1437429



COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed By  
Office of Town Attorney

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 30<sup>th</sup> day of August 2023, by Donna Haines / Trinity Lutheran Church DC (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 11/4 through 11/4.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization:

Trinity Lutheran Church + Sch

Address of Organization:

40 W Nicholas St  
Hicksville, NY 11801

By: Donna Haines  
Authorized Representative

Title: Director

Telephone Number: [REDACTED]

**DATE:** 10/12/23

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Trinity Lutheran Church and School Trunk or Treat Event

**PLEASE DELIVER TO:**  
Lot H-15

Hicksville

**CONTACT:** Donna Haines  
[REDACTED]

**DATE OF EVENT:** 10/28/23 R/D 11/4/23

**SNOW FENCE:**

**BARRICADES:** 6

**CONES:**

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 10/27/23

**PICKUP ON:** 10/30/23

**SWEEPING BEFORE AFFAIR IS NEEDED:**

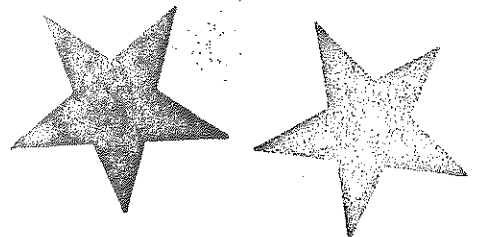
XX  
YES NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JCT/kaz

  
\_\_\_\_\_  
RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

CC: Peter Brown, General Foreman 002  
Public Safety Division  
Greg Marchese, Area Foreman 012  
Dan Kornfeld



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 6, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

**SUBJECT:** TRINITY LUTHERAN CHURCH AND SCHOOL  
ANNUAL TRUNK OR TREAT EVENT

---

Please reserve a space on the Town Board calendar of October 24<sup>th</sup>, 2023 with respect to the Trinity Lutheran Church and School Trunk or Treat Event on October 28<sup>th</sup>, 2023 with a rain date of November 5<sup>th</sup>, 2023. Supplemental memorandum to follow.



RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

ICT/kz  


Meeting of October 24, 2023

Resolution No.781A-2023

WHEREAS, the Town Board of the Town of Oyster Bay has met at the time and place specified in the Notice of Hearing with respect to the Preliminary Budget of the Town of Oyster Bay, as heretofore approved by the Town Board on October 3, 2023, pursuant to Resolution No. 699-2023, filed in accordance with the law, in the Office of the Town Clerk of the Town of Oyster Bay, at the Town Hall, Oyster Bay, New York; and

WHEREAS, all persons who wished to be heard were given an opportunity to be heard; and

WHEREAS, this Town Board, after hearing and evaluating the proposals and recommendations made with respect to said budget, has finalized the annual budget for 2024 for the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby adopt the budget for the Town of Oyster Bay, specifically for Town funds, and special districts, for the fiscal year commencing on the first day of January, 2024; and be it further

RESOLVED, That a copy of said annual budget for 2024 be annexed hereto, and that such budget estimate as adopted be entered in detail in the minutes for the proceedings of the Town Board of the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor is hereby authorized and directed to file a certified copy of said budget, with the Nassau County Legislature, pursuant to Chapter 12 of the Code of the Town of Oyster Bay;

SUMMARY OF ITEMS FOR TOWN FUNDS AND SPECIAL DISTRICTS

General Fund (Full Town)	\$ 152,643,168
General Fund (Part Town)	\$ 14,589,976
Highway Fund	\$ 60,012,529
Drainage District Fund	\$ 1,551,562
Fire Protection Fund	\$ 8,788,450
Lighting District Fund	\$ 3,866,296
Park Districts Fund	\$ 51,373,745
Garbage Districts Fund	\$ 65,091,608
Public Parking Fund	\$ 10,671,777
Water Districts Fund	\$ 240,000
Solid Waste Disposal District Fund	\$ 27,258,085

This summary, plus supporting information and data, shall be available for public inspection within thirty (30) days after enactment, during normal business hours, at the Office of the Town Clerk, in Oyster Bay, New York. Whenever feasible, the Town Clerk shall make additional copies of the Town Budget, and the subject summary, to provide additional places where citizens can inspect said documents; and be it further

*7/24*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Fayman*

RESOLVED, That the Town Clerk is hereby authorized and directed to give public notice, by advertising in Newsday, that the Town Board duly adopted the Annual Budget for 2024, for the Town of Oyster Bay, on October 24, 2023, and that a summary of said budget, plus all supporting data, is available for inspection, in the Office of the Town Clerk, Oyster Bay, New York, commencing November 9, 2023.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

WHEREAS, the Town Board of the Town of Oyster Bay has met at the time and place specified in the Notice of Hearing with respect to the budget estimates for all special improvement districts within the Town, as heretofore approved by the Town Board on October 3, 2023, pursuant to Resolution No. 699-2023, filed in accordance with the law, in the Office of the Town Clerk of the Town of Oyster Bay, at Town Hall, Oyster Bay, New York; and

WHEREAS, all persons who wished to be heard were given an opportunity to be heard; and

WHEREAS, this Town Board, after hearing and evaluating the proposals and recommendations made with respect to the budgets for the various special improvement districts within the Town of Oyster Bay, has finalized the annual budgets for 2024 for the various special improvement districts,

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby adopt the budget for the various commissioner run special improvement districts within the Town of Oyster Bay, for the fiscal year commencing on the first day of January, 2024; and be it further

RESOLVED, That a copy of said annual budget for 2024 be annexed hereto, and that such budget estimate as adopted be entered in detail in the minutes for the proceedings of the Town Board of the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor is hereby authorized and directed to file a certified copy of said budget, with the Nassau County Legislature, pursuant to Chapter 12 of the Code of the Town of Oyster Bay;

SUMMARY OF ITEMS FOR SPECIAL IMPROVEMENT DISTRICTS

Sewer Districts Fund	\$ 4,496,330
Water Districts Fund	\$ 43,325,820
Fire Districts Fund	\$ 30,854,841
Library Districts Fund	\$ 1,598,509
Garbage Districts Fund	\$ 2,081,683
Park Districts Fund	\$ 800,000

This summary, plus supporting information and data, shall be available for public inspection within thirty (30) days after enactment, during normal business hours, at the Office of the Town Clerk, in Oyster Bay, New York. Whenever feasible, the Town Clerk shall make additional copies of the Town Budget, and the subject summary, to provide additional places where citizens can inspect said documents; and be it further

RESOLVED, That the Town Clerk is hereby authorized and directed to give public notice, by advertising in Newsday, that the Town Board duly adopted the Annual Budget for 2024, for the Town of Oyster Bay, on October 24, 2023, and that a summary of said budget, plus all supporting data, is available for inspection, in the Office of the Town Clerk, Oyster Bay, New York, commencing November 9, 2023.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

*Elizabeth A. Taubman*

WHEREAS, by Resolution No. 899-2022, adopted on December 13, 2022, the Town Board authorized Lockwood, Kessler & Bartlett, Inc., Consulting Engineers, 1 Aerial Way, Syosset, New York 17791, to provide On-Call Engineering Services in connection with Contract No. PWC07-22, Site Development, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, by Resolution No. 437-2023, adopted on June 27, 2023, the Town Board authorized Lockwood Kessler & Bartlett, Inc., Consulting Engineers, to provide On-Call Engineering Services under Contract No. PWC07-22, On-Call Engineering Services Relative to the Preparation of Plans and Specifications, and Construction Management for the Demolition of Incinerator Building No. 1 and Two Stacks at the Old Bethpage Solid Waste Disposal Complex (Contract No. DS23-270); and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 16, 2023, advised that the Design Phase of Contract No. DS23-270 has been completed and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for the completion of said contract of sixty (60) calendar days; and

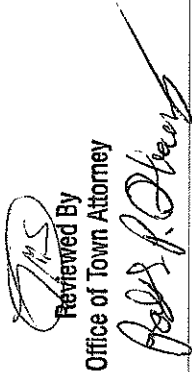
WHEREAS, Commissioner, Lenz, by said memorandum, requested that the Town Board authorize the Division of Purchasing, Department of General Services, to contact the Division of Engineering, Department of Public Works, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved, and the Division of Purchasing, Department of General Services, is authorized and directed to proceed with the Bid Phase for Contract No. DS23-270, and to contact the Division of Engineering, Department of Public Works, with establishing a bid date for receiving bids, *nunc pro tunc* to October 13, 2023.

#

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  




**TOWN OF OYSTER BAY**  
**INTER-DEPARTMENTAL MEMO**

OCTOBER 16, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS


SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASE  
OBSWDC INCINERATOR COMPLEX - STACKS DEMOLITION  
CONTRACT NO. DS23-270  
SUSPEND THE RULES

---

Town Board Resolution No. 437-2023 authorized Lockwood, Kessler & Bartlett, Inc., to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 60 calendar days.

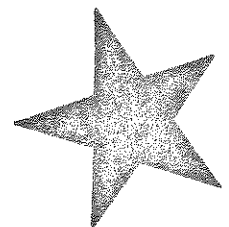
It is hereby requested that the Town Board suspend the rules to authorize by Resolution, that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract, nunc pro tunc to October 13, 2023.

  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/MR/mr

cc: Steven C. Ballas, Comptroller  
Daniel Pearl, Commissioner/Sanitation

DS23-270 PERMISSION TO BID



Meeting of June 27, 2023

Resolution No.437-2023

WHEREAS, by Resolution No. 899-2022, adopted on December 13, 2022, the Town Board authorized Lockwood, Kessler & Bartlett, Inc. to provide On-Call Engineering Services in connection with Contract No. PWC07-22, Site Development, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Brian Ednie, P.E., Vice President, Lockwood, Kessler & Bartlett, Inc., by letter dated May 12, 2023, described the scope of work to be performed under Contract No. PWC07-22, engineering services related to the preparation of plans and specifications and construction management for the demolition of the incinerators and compactor-bailer building at the Old Bethpage Solid Waste Disposal Complex; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 9, 2023, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc., to provide the aforesaid On-Call Engineering Services under Contract No. PWC07-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$85,000.00 for this purpose, with funds available for payment in Account No. DER H 8797 20000 000 2106 015, Project ID No. 2106DERSR05-02; and

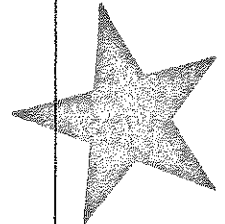
WHEREAS, the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Lockwood, Kessler & Bartlett, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC07-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$85,000.00 for this purpose, with funds available for payment in Account No. DER H 8797 20000 000 2106 015, Project ID No. 2106DERSR05-02.

-#-

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

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



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*[Signature]*

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Rachel P. Healey*

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received for Contract No. DPW23-254, South Oyster Bay Canal Dredging, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 19, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DPW23-254 were reviewed by P.W. Grosser, Inc., Consulting Engineers; and

WHEREAS, by letter dated October 18, 2023, P.W. Grosser, Inc., Consulting Engineers, recommended the award of Contract No. DPW23-254 to H & L Contracting, LLC, 140 Adams Avenue, Suite B14, Hauppauge, New York 11788 the sole responsive and responsible bidder, in the amount of \$1,968,840.00; and

WHEREAS, as per Town policy, \$98,442.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$2,067,282.00; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of P.W. Grosser Consultants, Inc., Consulting Engineers, and recommended the award of Contract No. DPW23-254, to H & L Contracting, LLC, the sole responsive and responsible bidder, in the amount of \$1,968,840.00, and \$98,442.00 for potential quantity increases, for a total bid encumbrance of \$2,067,282.00; and

WHEREAS, the estimated construction time for completion of the contract is one hundred and fifty (150) calendar days, with funds to be drawn from Account No. PKS-H-7197-20000-000-2302-001, Project ID No. 2302PKSA-09; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DPW23-254 is awarded to H & L Contracting, LLC, in an amount not to exceed \$2,067,282.00, in accordance with the provisions herein, and the Town Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS-H-7197-20000-000-2302-001, Project ID No. 2302PKSA-09; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$2,067,282.00, upon presentation of a duly certified claim, after audit.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Iland	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

OCTOBER 19, 2023

TO : MEMORANDUM DOCKET

FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
SOUTH OYSTER BAY CANAL DREDGING  
CONTRACT NO. DPW23-254  
ACCOUNT NO. PKS-H-7197-20000-000-2302-001  
PROJECT ID. 2302PKSA-09  
SUSPEND THE RULES

The Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. H & L Contracting LLC, located at 140 Adams Avenue, Suite B14 Hauppauge, NY 11788 with Federal I.D. [REDACTED] submitted the lowest responsive bid among one (1) in the amount of \$1,968,840.00.


Attached is a letter dated October 18, 2023 from the office of P.W. Grosser Consulting, Inc., recommending the award of this contract to H & L Contracting LLC, in the amount of \$1,968,840.00. In accordance with Town policy \$98,442.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$2,067,282.00.

Additionally, attached is a letter dated October 19, 2023 from the Office of the Town Attorney stating that they have reviewed the award of this contract and are satisfied that it is in compliance with the Town's Procurement Policy.

The estimated construction time for completion of the subject contract is 150 calendar days. Funds are available for the subject contract work in Account No PKS-H-7197-20000-000-2302-001, Project ID. No. 2302PKSA-09.

The proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

We concur with the recommendation of P.W. Grosser Consulting, Inc., and request that the Town Board suspend the rules to take action at the October 24, 2023 Town Board Meeting to award Contract No. DPW23-254 to H & L Contracting LLC in the total bid amount of \$1,968,840.00 and that \$98,442.00 be applied to the low bid amount for a total bid encumbrance of \$2,067,282.00, and that the Office of the Comptroller be directed to issue an encumbrance for this purpose.

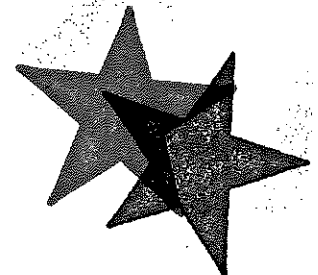
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/lk

Attachments

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
Joseph Pinto, Commissioner/Parks

DPW23-254 DOCKET AWARD TO WINNING CONTRACTOR





October 18, 2023

Chris Campion  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791  
ccampion@oysterbay-ny.gov

**Re: Contract No. DPW23-254  
South Oyster Bay Canal Dredging  
Recommendation of Award of Contract**

Dear Mr. Campion:

Bids were due for Contract No. 23-254, South Oyster Bay Canal Dredging, on Wednesday October 18, 2023 at the Department of Public Works by 11am. A total of 1 bid were received from the following:

H&L Contracting LLC, Hauppauge, NY

H&L Contracting LLC (H&L) bid price of \$1,968,840.

H&L provided a list of 54 references for recently completed projects. Two (2) of the references with projects similar in nature (Town of Islip for Browns Creek, & SCDPW for Stony Brook Harbor maintenance dredging projects) to the proposed project were contacted and each indicated that they were satisfied with H&L quality of work, reliability, and got the results they expected. Each stated that they would work with them again and would recommend them.

The bid provided by H&L was reviewed for completeness and accuracy. The submitted bid package contained all the required information

Based upon review of the bid P.W. Grosser Consulting recommends award of contract be made to H&L for their bid in the amount of \$1,968,840 for the South Oyster Bay Canal Dredging Project.

Should you have any questions or require additional information please do not hesitate to contact us.

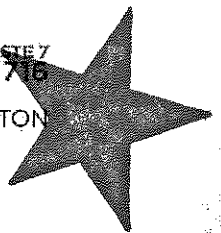
Very truly yours,  
**P.W. GROSSER CONSULTING**

Kris Almskog, P.G.  
Sr Vice President

CLIENT DRIVEN SOLUTIONS

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7  
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON



**Town of Oyster Bay  
Inter-Departmental Memorandum**

**TO** : Richard W. Lenz, P.E., Commissioner,  
Department of Public Works

**FROM** : Thomas M. Sabellico, Special Counsel  
Office of the Town Attorney

**DATE** : October 19, 2023

**SUBJECT:** Award of Contract DPW23-254

---

We are in receipt of your memorandum dated October 18, 2023, requesting the opinion of this office with respect to compliance with the Town's procurement policy regarding the award of the above-referenced contract to H&L Contracting LLC.

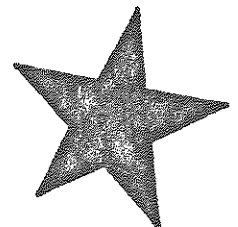
In response to your inquiry, with respect to the above referenced matter, it is the understanding of this Office that in compliance with the Town's Procurement Policy, bid requests were properly prepared, distributed, and advertised, and that by the deadline for bid submissions only one (1) bid was received, that being from H&L Contracting LLC. It is our further understanding that at the deadline, the bid was opened in public. Based upon the efforts made and adherence to the Town's Procurement Policy, it is the opinion of this office that you are in compliance with the Town's Procurement Policy, and that you may proceed to request Town Board authorization to enter into a contract with H&L Contracting LLC.

Office of the Town Attorney

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel

TMS:/nb  
cc: Frank M. Scalera, Town Attorney



Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

WHEREAS, Oleg Zivkovich, Hicksville Street Fair Organizer, Hicksville Chamber of Commerce, Inc., 10 West Marie Street, Hicksville, New York 11801, by letter dated July 27, 2023, requested the closure of Jerusalem Avenue, from West John Street to Herzog Place, from 10:00 a.m. until 5:00 p.m., on Sunday, October 29, 2023, the use of Municipal Parking Fields H-5 and H-6, Hicksville, on said date and during said times, the posting of temporary "No Parking" signs upon said Fields on said date and during said times and twelve (12) complete barricades, for the Chamber's 21<sup>st</sup> Annual Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Sunday, October 29, 2023, with a rain date of Sunday, November 5, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 18, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Division has no objection to providing the Hicksville Chamber of Commerce, Inc., with the closure of Jerusalem Avenue, from West John Street to Herzog Place, Hicksville, from 10:00 a.m. until 5:00 p.m., on Sunday October 29, 2023, the use of Municipal Parking Fields H-5 and H-6, Hicksville, on said date and during said times, the posting of temporary "No Parking" signs upon said Fields on said date and during said times and the use of twelve (12) complete barricades for the Chamber's 21<sup>st</sup> Annual Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Sunday, 29, 2023, with a rain date of Sunday, November 5, 2023 ; and

WHEREAS, the Town Board deems the 21st Annual Street Fair of the Hicksville Chamber of Commerce, Inc. to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works, Highway Division, is hereby authorized to provide the Hicksville Chamber of Commerce, Inc., with the closure of Jerusalem Avenue, from West John Street to Herzog Place, Hicksville, from 10:00 a.m. until 5:00 p.m., on Sunday, October 29, 2023, the use of Municipal Parking Fields H-5 and H-6, Hicksville, on said date, and during said times, the posting of temporary "No Parking" signs upon said Municipal Parking Fields on said date and during said times and the use of twelve (12) complete barricades for the Chamber's 21<sup>st</sup> Annual Hicksville Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Sunday, October 29, 2023, with a rain date of Sunday, November 5, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his designee.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.



3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, per year, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

**TOWN OF OYSTER BAY  
Inter-Departmental Memo**

October 18, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

**SUBJECT:** HICKSVILLE CHAMBER OF COMMERCE  
21<sup>ST</sup> ANNUAL STREET FAIR  
TO BE HELD ON OCTOBER 29<sup>TH</sup> 2023 (R/D NOVEMBER 5<sup>TH</sup> 2023)

---


Enclosed please find a copy of the letter from Oleg Zivkovich, Street Fair Organizer, requesting our assistance on behalf of the Hicksville Chamber of Commerce in conducting their 21<sup>st</sup> Annual Street Fair on October 29<sup>th</sup> 2023 with a rain date of November 5<sup>th</sup> 2023.

The Highway Division has no objection to the Organization utilizing Municipal Parking Fields H-5 and H-6 on Sunday, October 29<sup>th</sup> 2023 with a rain date of Sunday, November 5<sup>th</sup> 2023 from 10:00 am until 5:00 pm for the fair. The Hicksville Chamber of Commerce would appreciate the posting of temporary "No Parking" signs in these lots for the above mentioned date as well. In addition, the Highway Division can readily supply twelve (12) complete barricades for this event.

Further, the Hicksville Chamber of Commerce, Inc. is in the process of requesting the closure of Jerusalem Avenue from West John Street to Herzog Place on October 29<sup>th</sup> 2023 with a rain date of November 5<sup>th</sup> 2023 from 10:00 am until 5:00 pm for the fair. This portion of Jerusalem Avenue comes under the jurisdiction of Nassau County.

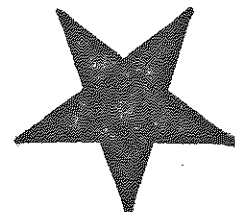
Also attached is the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.

Please suspend all rules for the October 24<sup>th</sup> town board calendar.

  
RICHARD W. LENZ, P.E., COMMISSIONER  
Ar: DEPARTMENT OF PUBLIC WORKS

JPB/kaz

C: John C. Tassone, Chief Deputy Commissioner  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Dept. of Public Safety  
Cathy McWilliams, Department of Parks  
Grace SantaMaria, Highway Administration





# HICKSVILLE CHAMBER OF COMMERCE

## FOR A BETTER COMMUNITY

---

July 27, 2023

Kim Zervos  
Department of Highways  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Dear Ms. Zervos,

Hello again, Ms. Zervos. It is that time of year again. Please accept this letter as our request to once again obtain authorization to host the Annual Hicksville Chamber of Commerce Street Fair on Jerusalem Avenue (from West John Street to Herzog Place) on Sunday, October 29, 2023 from 10 am to 5 pm.

In the event of inclement weather, we are requesting a potential rain date of Sunday, November 5.

In addition to permission for the street closure, we have three (3) requests to make to the Department of Highways:

**1 • We are seeking authorization to use Town of Oyster Bay Municipal Parking Fields H5 and H6 for the event.**

With regard to use of Jerusalem Avenue, we will be reaching out to Nassau County's Department of Public Works for authorization there. You should anticipate the eventual correspondence/contact from that office.

**2 • As in the past, we are requesting 16-18 barricades for the event.** In years past, the Town has delivered them to the gazebo at fork of Route 107S and Jerusalem Avenue in the week leading up to the Street Fair.

**3 • We are also requesting 15-18 yellow pails for trash & debris collection.** We understand, again as in the past, the Chamber will provide liners for the pails. Also, we will be renting a dumpster for the collection of garbage for the event. We also are equipping personnel with dust pans and brooms to keep the street clean.

Lastly, we want to inform you of three other issues related to the event:

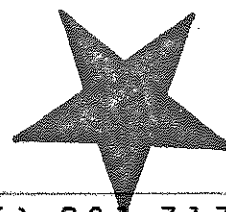
**1 • We will be requesting from the Nassau County Police Department to close the street at 7:00 a.m.** so that we may prep it for the set up of vendor booths and activities.

**2 • We will be submitting a request for the rental of a Town Showmobile.**

**3 • And lastly, we are in the process of securing the required insurance for the event.** You can anticipate a copy of the insurance to arrive in the next 10 business days maximum, more likely sooner. Accompanying the certificate of insurance will also be a signed hold harmless form for the Town of Oyster Bay.

Thank you for all your support. You play a big role in the success of our event. We want you to know it is appreciated.

Sincerely,  
Oleg Zivkovich  
Hicksville Street Fair Organizer • (516) 644-5615



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Montana Agency, Inc PO BOX 7 115 NORTH BROADWAY HICKSVILLE, NY 11802-0007	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (516) 938-3600	<b>FAX (A/C, No):</b> (516) 935-3535
	<b>E-MAIL ADDRESS:</b> barbara@montanaagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great American Insurance Company	<b>NAIC #</b> 16891
	<b>INSURER B:</b>	
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Hicksville Chamber of Commerce PO BOX 7 HICKSVILLE, NY 11802-0007	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** GAS125353 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	X		PAC 4725034	10/29/2023 12:00 AM	10/30/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000	
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY INCLUDED						PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ex accident)		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)		
	<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE		
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE		
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
A	Professional Liability	X		PAC 4725034	10/29/2023 12:00 AM	10/30/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000	
							AGGREGATE LIMIT	\$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach AGORD 101, Additional Remarks Schedule, if more space is required)

Covered Activities: Street Fair

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

**CERTIFICATE HOLDER**

Town of Oyster Bay  
 74 Audrey Ave.  
 Oyster Bay, NY 11771

Reviewed By  
 Office of Town Attorney

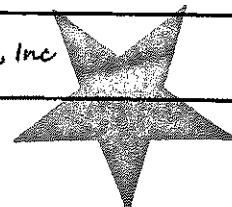
*[Signature]*

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Montana Agency, Inc



**COMMERCIAL GENERAL LIABILITY**  
**CG 20 26 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR  
ORGANIZATION**

Policy Number: PAC 4725034 / GAS125353  
Insured: Hicksville Chamber of Commerce

This endorsement modifies insurance provided under the following:

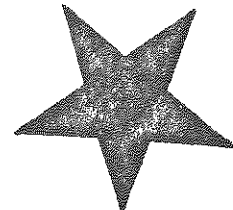
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Town of Oyster Bay 74 Audrey Ave. Oyster Bay, NY 11771
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

**Section II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Reviewed By  
Office of Town Attorney

A handwritten signature in black ink, appearing to be 'J. H. ...', written over the printed text 'Office of Town Attorney'.

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 14th day of October 2023, by The Hicksville Chamber of Commerce (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period Sun., October 29, 2023 through Sun., Nov. 5, 2023.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

*I understand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.*

Name of Organization:

HICKSVILLE CHAMBER OF COMMERCE

Address of Organization:

P.O. Box 7

HICKSVILLE, NY 11802

By:

[Signature]  
Authorized Representative

Title:

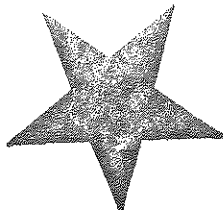
Treas.

Telephone Number:

516-779-4015

Reviewed By  
Office of Town Attorney

[Signature]



WHEREAS, the Inter-Municipal Agreement between the Jericho Union Free School District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Michael Hahn, Director of School Facilities & Operations, Jericho Union Free School District, ("District"), by letter dated August 30, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Union Free School District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Elisabeth A. Taughman*

786

Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : October 19, 2023

SUBJECT: Inter-Municipal Agreement with the Jericho Union Free School District  
for Sand and Salt

---

The Inter-Municipal Agreement between the Jericho Union Free School District and the Town, wherein the Town was to supply sand and salt to said District from December 8, 2020 through September 30, 2023 has expired.

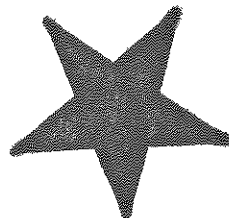
Michael Hahn, Director of School Facilities & Operations, Jericho Union Free School District, ("District"), by letter dated August 30, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-Municipal Agreement, for the period October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure





Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

WHEREAS, the Inter-Municipal Agreement between the Jericho Union Free School District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Michael Hahn, Director of School Facilities & Operations, Jericho Union Free School District, ("District"), by letter dated August 30, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

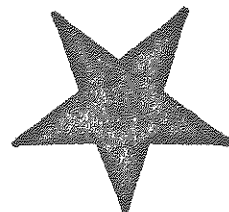
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Union Free School District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-



**Town of Oyster Bay  
Inter-Departmental Memo**

Handwritten initials: BF

September 8, 2023

TO: FRANK M. SCALERA, TOWN ATTORNEY


FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

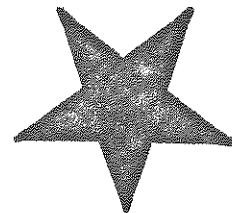
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from The Village of Upper Brookville, The Jericho School District and The Syosset Fire District. They are requesting the Town of Oyster Bay Highway Division and The Village of Upper Brookville, The Jericho School District and The Syosset Fire District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

  
\_\_\_\_\_  
JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS





# Jericho Public Schools

99 Cedar Swamp Road, Jericho, NY 11753  
(516) 203-3600

*SUCCESS FOR EVERY STUDENT*

Michael A. Hahn  
Director of School Facilities & Operations  
516-203-3600 ext.3233/Fax: 516-203-3671

August 30, 2023

John C. Tassone, Chief Deputy Commissioner  
Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, NY 11791

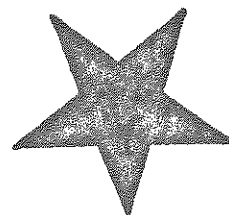
Dear Mr. Tassone,

We would like to enter into a new agreement for approximately October 1, 2023 thru September 30, 2026 for the Inter-Municipal Agreement for Sand & Salt for 2023 thru 2026.

Thank you very much.

Sincerely,

Michael Hahn



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE JERICHO UNION FREE SCHOOL DISTRICT, a municipal corporation, having its principal business address at 99 Cedar Swamp Road, Jericho, New York 11753, hereinafter called the "DISTRICT",

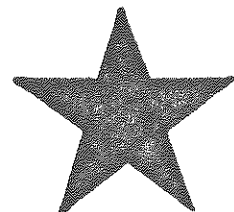
WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

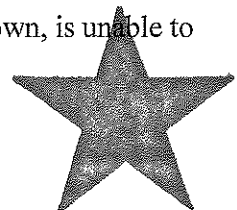
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

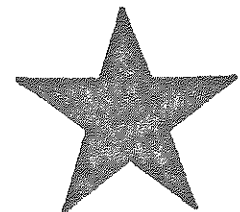


provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

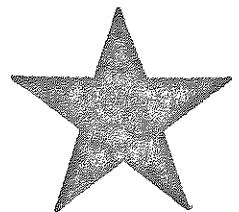
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

JERICO UNION FREE SCHOOL DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Jericho Union Free School District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

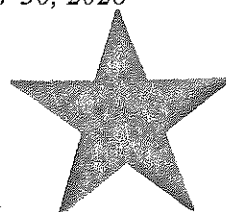
Notary Public

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

On this            day of            , 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the JERICHO UNION FREE SCHOOL DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was duly authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Jericho Union Free School District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*





*ELP*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Taughman*

WHEREAS, the Inter-Municipal Agreement between the Hicksville Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Ana Stephens, District Secretary, Hicksville Fire District, ("District"), by letter dated September 5, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Hicksville Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

787

Town of Oyster Bay  
**Inter-Departmental Memo**

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 19, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Hicksville Fire District  
for Sand and Salt

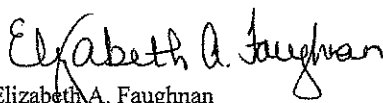
---

The Inter-Municipal Agreement between the Hicksville Fire District and the Town, wherein the Town was to supply sand and salt to said District from December 8, 2020 through September 30, 2023 has expired.

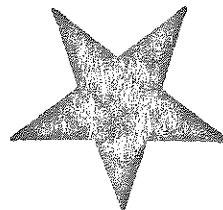
Ana Stephens, District Secretary, Hicksville Fire District, ("District"), by letter dated September 5, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Elizabeth A. Faughman  
Deputy Town Attorney

EAF:ba  
Enclosure



*ELR*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Taughman*

WHEREAS, the Inter-Municipal Agreement between the Hicksville Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Ana Stephens, District Secretary, Hicksville Fire District, ("District"), by letter dated September 5, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

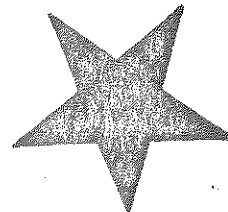
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Hicksville Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





*Save*

TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION  
150 Miller Place  
Syosset, New York 11791-5699  
www.oysterbaytown.com

(516) 677-5722

September 18, 2023

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

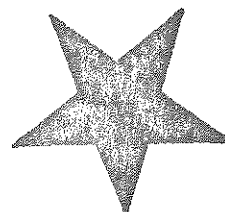
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from the Jericho Fire District, The Hicksville Fire District, The Village of Brookville, The Incorporated Village of Lattingtown, The Syosset Central School District and The Massapequa Fire District. They are requesting the Town of Oyster Bay Highway Division and The Jericho Fire District, The Hicksville Fire District, The Village of Brookville, the Massapequa Fire District, The Incorporated Village of Lattingtown and Syosset Central School District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS





## BOARD OF COMMISSIONERS

HICKSVILLE FIRE DISTRICT  
20 EAST MARIE STREET  
HICKSVILLE, N.Y. 11801-4304



BOARD MEETS SECOND  
TUESDAY OF EACH MONTH

Thomas B. Ofenloch  
CHAIRMAN

Dennis G. Mulligan  
VICE CHAIRMAN

Albert M. Merk  
COMMISSIONER

Robert Chiz  
COMMISSIONER

Robert Dwyer  
COMMISSIONER

ADDRESS ALL COMMUNICATIONS  
TO THE SECRETARY

Ana Stephens  
SECRETARY

Erin Bernauda  
TREASURER

September 5, 2023

Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, NY 11791  
Attn: John C. Tassone, Chief Deputy Commissioner

Dear Mr. Tassone:

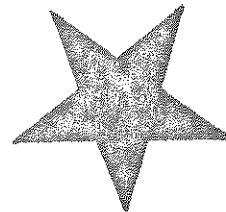
The Hicksville Fire District would like to enter into a new Inter-Municipal Sand & Salt agreement for the period of October 1, 2023 thru September 30, 2026 with the Town of Oyster Bay. Please forward the contract and I will have the Chairman of the Board sign it.

If you need any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Ana Stephens  
District Secretary

Tel: 516/933-6445 • Fax: 516/933-6244 • [astephens@hicksvillefire.com](mailto:astephens@hicksvillefire.com)



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE HICKSVILLE FIRE DISTRICT, a municipal corporation, having its principal business address at 20 East Marie Street, Hicksville, New York 11801-4304, hereinafter called the "DISTRICT",

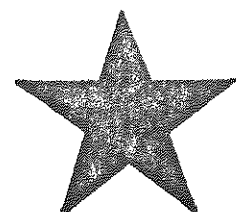
W I T N E S S E T H:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

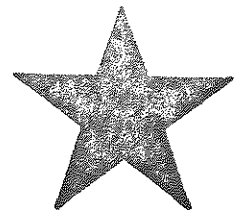
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

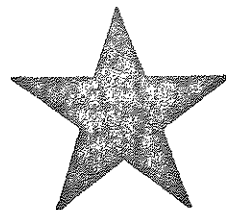


provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.





ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

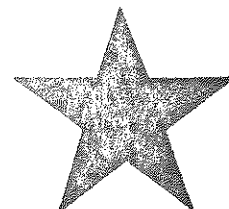
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

HICKSVILLE FIRE DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Hicksville Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this                      day of                      , 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the HICKSVILLE FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was duly authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Hicksville Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Fayman*

WHEREAS, the Inter-Municipal Agreement between the Village of Upper Brookville and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Tracy L. Lynch, Clerk/Treasurer, Incorporated Village of Upper Brookville, ("Village"), by letter dated August 3, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023 requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village for the period, October 25, 2023, to September 30, 2026, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Upper Brookville to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

27

Town of Oyster Bay  
Inter-Departmental Memo

788

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : October 18, 2023

SUBJECT: Inter-Municipal Agreement with the  
Incorporated Village of Upper Brookville for Sand and Salt

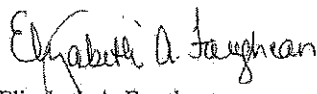
---

The Inter-Municipal Agreement between the Village of Upper Brookville and the Town, wherein the Town was to supply sand and salt to said Village from December 8, 2020 through September 30, 2023 has expired.

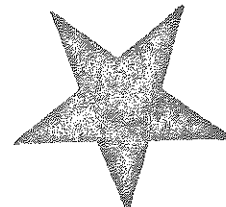
Tracy L. Lynch, Clerk/Treasurer, Incorporated Village of Upper Brookville, ("Village"), by letter dated August 3, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023 requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-Municipal Agreement, for the period October 25, 2023 through September 30, 2023, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Taughman*

WHEREAS, the Inter-Municipal Agreement between the Village of Upper Brookville and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Tracy L. Lynch, Clerk/Treasurer, Incorporated Village of Upper Brookville, ("Village"), by letter dated August 3, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

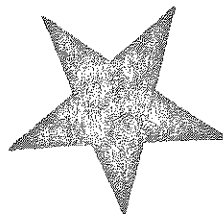
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023 requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village for the period, October 25, 2023, to September 30, 2026, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Upper Brookville to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF UPPER BROOKVILLE, a municipal corporation, having its principal business address at 24 Wolver Hollow Road, Glen Head, New York 11545, hereinafter called the "VILLAGE",

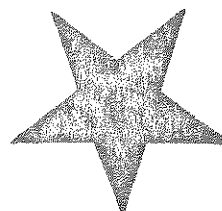
WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



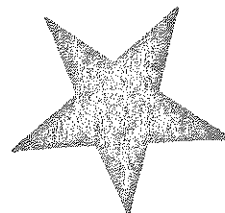
SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the VILLAGE be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or VILLAGE, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

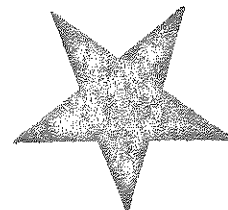


SEVENTH: In the event that the TOWN through no fault of its own, is unable to provide all or any sand and/or salt requested by the VILLAGE at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the VILLAGE of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.





ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

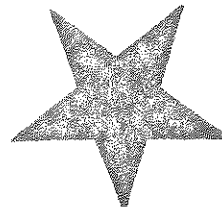
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF UPPER BROOKVILLE

BY: \_\_\_\_\_  
Mayor

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Upper Brookville for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

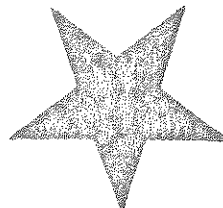
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
INCORPORATED VILLAGE OF UPPER BROOKVILLE, the municipal corporation described  
herein and which executed the foregoing instrument; that this agreement was authorized by order  
of the Village Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Upper  
Brookville for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



**Town of Oyster Bay  
Inter-Departmental Memo**

Handwritten initials: JMS  
BF

September 8, 2023

TO: FRANK M. SCALERA, TOWN ATTORNEY


FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

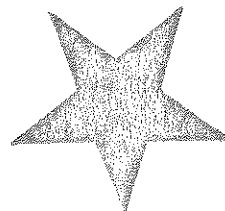
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from The Village of Upper Brookville, The Jericho School District and The Syosset Fire District. They are requesting the Town of Oyster Bay Highway Division and The Village of Upper Brookville, The Jericho School District and The Syosset Fire District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

  
\_\_\_\_\_  
JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



**INCORPORATED VILLAGE OF UPPER BROOKVILLE**

**24 Wolver Hollow Road  
Glen Head, NY 11545  
www.upperbrookville.org  
Phone: 516 624 7715**

Mayor  
Elliot S. Conway

Board of Trustees  
Joseph R. Burns  
Innis O'Rourke III, M.D.  
Peter J. Pappas  
Helen Solomon

August 3, 2023

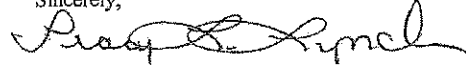
Town of Oyster Bay  
John C. Tassone  
Chief Deputy Highway Department  
150 Miller Place  
Syosset, NY 11791

Chief Deputy Tassone

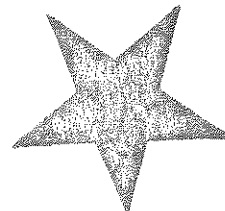
The Village of Upper Brookville's Intermunicipal Agreement with the Town of Oyster Bay for the purchase of sand & salt expires on September 30, 2023. I am writing to request a new IMA commencing October 1, 2023 for a three to five year period.

Please advise if there is anything else that is required in order to process this request.

Sincerely,



Tracy L. Lynch  
Clerk/Treasurer



Meeting of October 24, 2023

Resolution No.789-2023

WRS  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Taugman

WHEREAS, the Inter-Municipal Agreement between the Jericho Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, after communication with the District, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

789

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 19, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Jericho Fire District  
for Sand and Salt

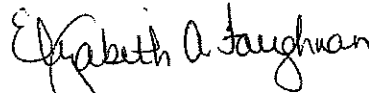
---

The Inter-Municipal Agreement between the Jericho Fire District and the Town, wherein the Town was to supply sand and salt to said District from December 8, 2020 through September 30, 2023 has expired.

After communication with the District, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

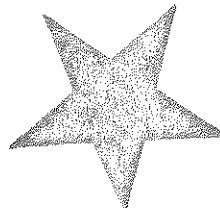
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY



Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



DR  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Taughman

WHEREAS, the Inter-Municipal Agreement between the Jericho Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

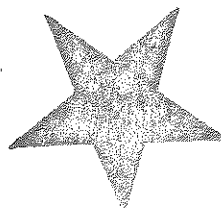
WHEREAS, after communication with the District, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





BF  
N= attachmt.

**TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

(516) 677-5722

150 Miller Place  
Syosset, New York 11791-5699

September 18, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

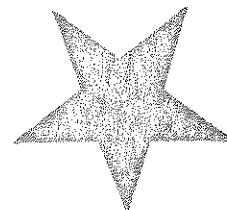
Please see the attached correspondence from the Jericho Fire District, The Hicksville Fire District, The Village of Brookville, The Incorporated Village of Lattingtown, The Syosset Central School District and The Massapequa Fire District. They are requesting the Town of Oyster Bay Highway Division and The Jericho Fire District, The Hicksville Fire District, The Village of Brookville, the Massapequa Fire District, The Incorporated Village of Lattingtown and Syosset Central School District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

10-11-23 10:00 AM  
10-11-23 10:00 AM





INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE JERICHO FIRE DISTRICT, a municipal corporation, having its principal business address at 424 North Broadway, Jericho, New York 11753-2105, hereinafter called the "DISTRICT",

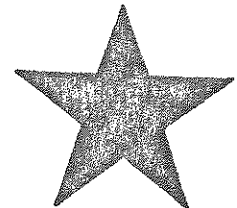
W I T N E S S E T H:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

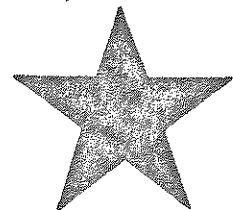
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to



provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

JERICHO FIRE DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Jericho Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

[illegible]

On this day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the JERICHO FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was duly authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Jericho Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Jauchman*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Centre Island and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Lawrence C. Schmidlapp, Mayor, Incorporated Village of Centre Island, ("Village"), by letter dated September 13, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Centre Island to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

790

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 20, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Incorporated Village of Centre Island  
for Sand and Salt

---

The Inter-Municipal Agreement between the Incorporated Village of Centre Island and the Town, wherein the Town was to supply sand and salt to said Village from December 8, 2020 through September 30, 2023 has expired.

Hon. Lawrence C. Schmidlapp, Mayor, Incorporated Village of Centre Island, ("Village"), by letter dated September 13, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

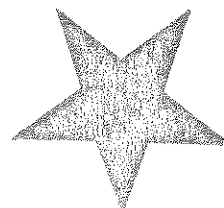
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



DRS  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Jaughman

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Centre Island and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Lawrence C. Schmidlapp, Mayor, Incorporated Village of Centre Island, ("Village"), by letter dated September 13, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

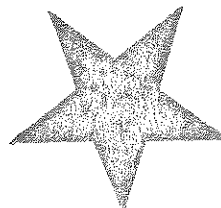
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Centre Island to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-







**TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

150 Miller Place  
Syosset, New York 11791-5699 September 23, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

(516) 677-5722

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

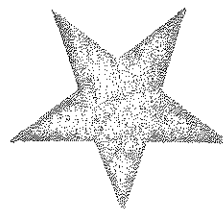
---

Please see the attached correspondence from The Incorporated Village of Centre Island, The Plainview Volunteer Fire Department and The Village of Old Brookville. They are requesting the Town of Oyster Bay Highway Division and The Incorporated Village of Centre Island, The Plainview Volunteer Fire Department and The Village of Old Brookville enter into an inter- municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



✓

*THE INCORPORATED VILLAGE OF CENTRE ISLAND*  
303 CENTRE ISLAND ROAD  
CENTRE ISLAND, NY 11771  
(516) 922-0606  
FAX: (516) 922-4708

OFFICE OF THE MAYOR

September 13, 2023

Mr. John Tassone  
Town of Oyster Bay  
Chief Deputy Commissioner  
150 Miller Place  
Syosset, NY 11791-5699

RE: Inter-Municipal Agreement for Salt and Sand from 2023-2026

Dear Mr. Tassone,

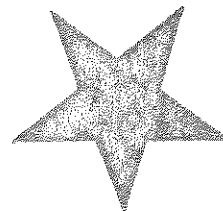
As in the past, the Village of Centre Island would like to enter into an inter-municipal agreement to obtain salt and sand from the Town of Oyster Bay from October 1, 2023 through September 30, 2026.

Please let me know if you should have any questions.

Sincerely,



Lawrence C. Schmidlapp  
Mayor, Village of Center Island



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF CENTRE ISLAND, a municipal corporation, having its principal business address at 303 Centre Island Road, Centre Island, New York 11771, hereinafter called the "VILLAGE",

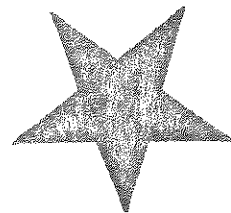
WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



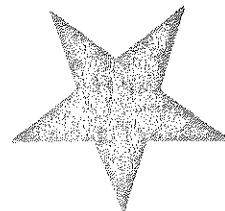
SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the VILLAGE be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or VILLAGE, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

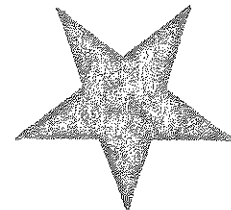


SEVENTH: In the event that the TOWN through no fault of its own, is unable to provide all or any sand and/or salt requested by the VILLAGE at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the VILLAGE of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

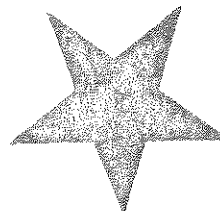
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF CENTRE ISLAND

BY: \_\_\_\_\_  
Mayor/ Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Centre Island  
for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

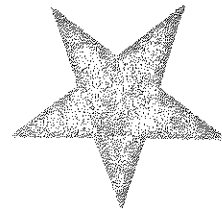
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
INCORPORATED VILLAGE OF CENTRE ISLAND, the municipal corporation described herein  
and which executed the foregoing instrument; that this agreement was authorized by order of the  
Village Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Centre Island  
for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



DRS  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Taughman

WHEREAS, the Inter-Municipal Agreement between the Jericho Water District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Peter F. Logan, Superintendent, Jericho Water District, ("District"), by letter dated September 29, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated October 2, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Water District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



791

**Town of Oyster Bay  
Inter-Departmental Memo**

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 20, 2023  
**SUBJECT:** Inter-Municipal Agreement with the Jericho Water District  
for Sand and Salt

---

The Inter-Municipal Agreement between the Jericho Water District and the Town, wherein the Town was to supply sand and salt to said District from December 8, 2020 through September 30, 2023 has expired.

Peter F. Logan, Superintendent, Jericho Water District, ("District"), by letter dated September 29, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated October 2, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

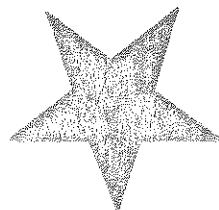
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elisabeth A. Jaughman*

WHEREAS, the Inter-Municipal Agreement between the Jericho Water District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Peter F. Logan, Superintendent, Jericho Water District, ("District"), by letter dated September 29, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

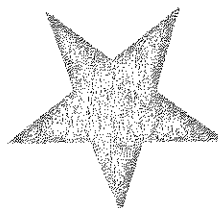
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated October 2, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Jericho Water District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





**TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

150 Miller Place  
Syosset, New York 11791-5699  
www.oysterbaytown.com

(516) 677-5722

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

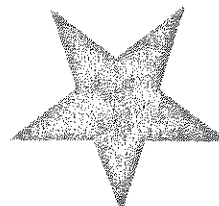
---

Please see the attached correspondence from The Incorporated Village of Mill Neck and The Jericho Water District. They are requesting the Town of Oyster Bay Highway Division and The Incorporated Village of Mill Neck and The Jericho Water District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2025. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS





THOMAS A. ABBATE, *Chairman*  
JAMES ASMUS, *Secretary*  
PATRICIA A. BECKERLE, *Treasurer*  
PETER F. LOGAN, *Superintendent*  
KATHLEEN CANNON, *Business Manager*

September 29<sup>th</sup>, 2023

Town of Oyster Bay  
Mr. John C. Tassone  
Chief Deputy Commissioner  
Highway Department  
180 Miller Place  
Syosset, New York 11791

Re: Intermunicipal Agreement for Sand & Salt for 2023/2026

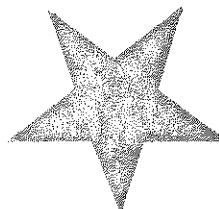
Chief Deputy Commissioner Tassone,

I am in receipt of your letter dated August 25<sup>th</sup>, 2023, informing the District that in order to be able to obtain salt & sand during the winter months of 2023/2026, the District must enter into an intermunicipal agreement with the Town of Oyster Bay Highway Department. Please accept this letter as a request to enter into said agreement. Kindly forward any necessary paperwork to my attention so that we may proceed with the agreement.

Should you have any additional questions regarding this letter, please contact me at my office.

Sincerely,  
Board of Commissioners

  
Peter F. Logan  
Superintendent



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE JERICHO WATER DISTRICT, a municipal corporation, having its principal business address at 125 Convent Road, Syosset, New York 11791, hereinafter called the "DISTRICT",

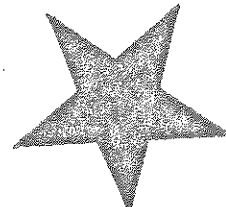
WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

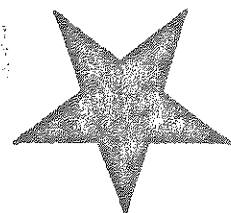
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

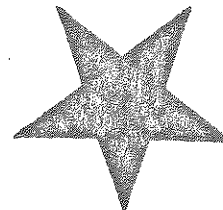


provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

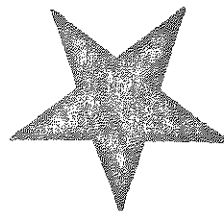
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

JERICOHO WATER DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Jericho Water District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*





[illegible]

On this                      day of                      , 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

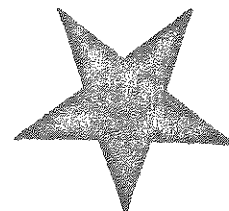
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the JERICHO WATER DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was duly authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Jericho Water District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



Meeting of October 24, 2023

Resolution No. 792-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth O. Taughman*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Lattintown and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Robert W. Fagiola, Mayor, Incorporated Village of Lattintown, ("Village"), by letter dated August 31, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Lattintown to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

792

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 20, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Incorporated Village of Lattingtown  
for Sand and Salt

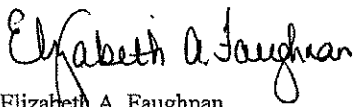
---

The Inter-Municipal Agreement between the Incorporated Village of Lattingtown and the Town, wherein the Town was to supply sand and salt to said Village from December 8, 2020 through September 30, 2023 has expired.

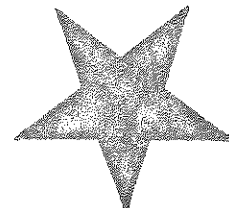
Hon. Robert W. Fagiola, Mayor, Incorporated Village of Lattingtown, ("Village"), by letter dated August 31, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth O'Laughlin*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Lattingtown and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Robert W. Fagiola, Mayor, Incorporated Village of Lattingtown, ("Village"), by letter dated August 31, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

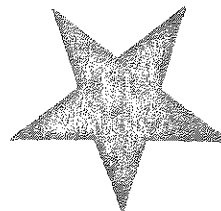
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Lattingtown to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





*Save*

TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

(516) 677-5722

150 Miller Place  
Syosset, New York 11791-5699

September 18, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

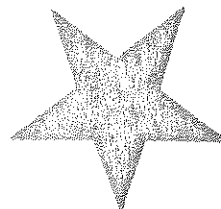
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from the Jericho Fire District, The Hicksville Fire District, The Village of Brookville, The Incorporated Village of Laitingtown, The Syosset Central School District and The Massapequa Fire District. They are requesting the Town of Oyster Bay Highway Division and The Jericho Fire District, The Hicksville Fire District, The Village of Brookville, the Massapequa Fire District, The Incorporated Village of Laitingtown and Syosset Central School District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



**The Incorporated Village of Lattingtown**  
299 Lattingtown Road  
P.O. Box 488  
Locust Valley, New York 11560  
Phone 516-676-6920  
Fax 516-676-8220

Robert W. Fagiola, Mayor  
Trustees  
Carol Harrington  
Anthony Bliss  
Andrea Voipe  
Mark DeNatale

Dawn Gresalfi, Clerk-Treasurer  
Humes & Wagner, attorneys for the Village

August 31, 2023

Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, NY 11791  
ATTN: John C. Tassone, Chief Deputy Commissioner

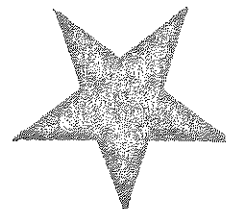
Dear Mr. Tassone,

The Village of Lattingtown would like to participate in an Inter-Municipal Agreement for Sand and Salt with the Town of Oyster Bay for 2023 through 2026. Please sent the necessary documentation to finalize this Agreement

Sincerely,



Robert W. Fagiola  
Mayor



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF LATTINGTOWN, a municipal corporation, having its principal business address at 299 Lattingtown Road, P.O. Box 488, New York 11560, hereinafter called the "VILLAGE",

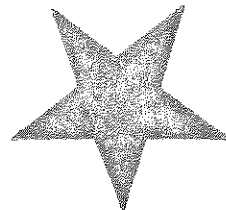
WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



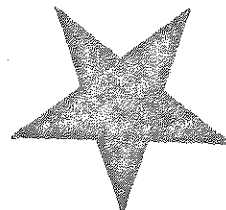
SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the VILLAGE be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or VILLAGE, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.



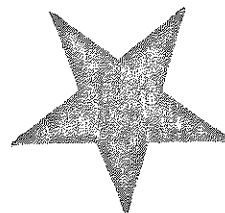


SEVENTH: In the event that the TOWN through no fault of its own, is unable to provide all or any sand and/or salt requested by the VILLAGE at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the VILLAGE of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

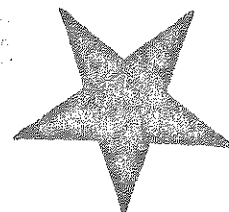
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF LATTINGTOWN

BY: \_\_\_\_\_  
Mayor/ Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Lattintown  
for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

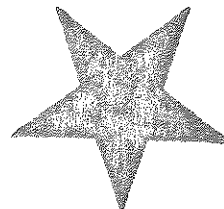
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
INCORPORATED VILLAGE OF LATTINGTOWN, the municipal corporation described herein  
and which executed the foregoing instrument; that this agreement was authorized by order of the  
Village Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Lattintown  
for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



all  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Vaughan

WHEREAS, the Inter-Municipal Agreement between the Massapequa Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Joanne Riggio, District Secretary, Massapequa Fire District, ("District"), by letter dated September 6, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Massapequa Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

32

793

Town of Oyster Bay  
**Inter-Departmental Memo**

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : October 20, 2023

**SUBJECT:** Inter-Municipal Agreement with the Massapequa Fire District  
for Sand and Salt

---

The Inter-Municipal Agreement between the Massapequa Fire District and the Town, wherein the Town was to supply sand and salt to said District from December 8, 2020 through September 30, 2023 has expired.

Joanne Riggio, District Secretary, Massapequa Fire District, ("District"), by letter dated September 6, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

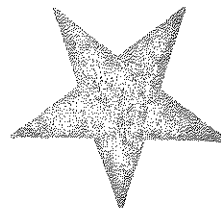
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



DRAFT

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth D. Laughman*

WHEREAS, the Inter-Municipal Agreement between the Massapequa Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Joanne Riggio, District Secretary, Massapequa Fire District, ("District"), by letter dated September 6, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

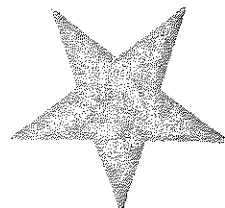
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Massapequa Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





Save

TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

(516) 677-5722

150 Miller Place  
Syosset, New York 11791-5699

September 18, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

TO: FRANK M. SCALERA, TOWN ATTORNEY

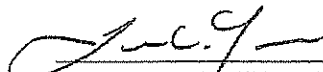
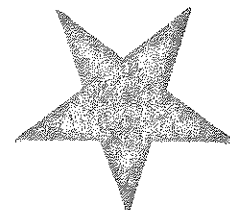
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from the Jericho Fire District, The Hicksville Fire District, The Village of Brookville, The Incorporated Village of Lattingtown, The Syosset Central School District and The Massapequa Fire District. They are requesting the Town of Oyster Bay Highway Division and The Jericho Fire District, The Hicksville Fire District, The Village of Brookville, the Massapequa Fire District, The Incorporated Village of Lattingtown and Syosset Central School District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

  
\_\_\_\_\_  
JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

516-798-2648

FAX: 516-798-3929

MICHAEL HANNA  
CHAIRMAN

JUSTIN T. McCaffrey  
VICE CHAIRMAN

MICHAEL J. GANGE  
GARY PERSICHETTI  
JOSEPH GIORDANO  
COMMISSIONERS

## MASSAPEQUA FIRE DISTRICT

ONE BROOKLYN AVENUE  
MASSAPEQUA, NEW YORK 11758-4851



JOANNE RIGGIO  
SECRETARY

BENEDICT C. DIVENTI JR.  
TREASURER

SALVATORE SAPIENZA  
JOSEPH FRANK  
ATTORNEYS

September 6, 2023

Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, NY 11791  
ATTN: John C. Tassone, Chief Deputy Commissioner

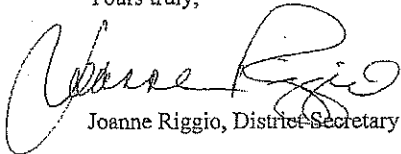
RE: Inter-Municipal Agreement for Sand & Salt for 2023 thru 2026

Chief Deputy Commissioner John C. Tassone,

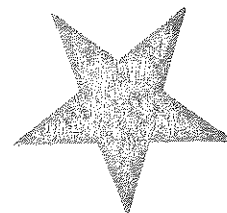
The Massapequa Fire District would like the opportunity to enter into a new agreement to obtain sand and salt from the Town of Oyster Bay Highway Division.

The terms of this new agreement would be approximately October 1, 2023 thru September 30, 2026.

Yours truly,



Joanne Riggio, District Secretary





INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE MASSAPEQUA FIRE DISTRICT, a municipal corporation, having its principal business address at 1 Brooklyn Avenue, Massapequa, New York 11758-4851, hereinafter called the "DISTRICT",

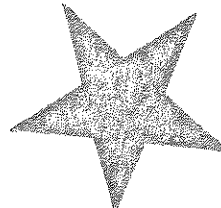
WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

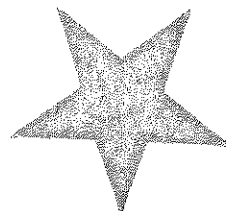
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

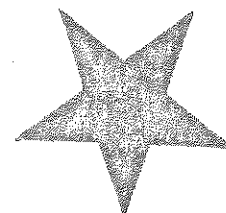


provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

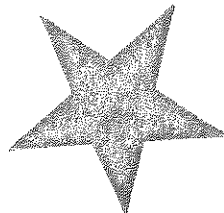
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

MASSAPEQUA FIRE DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Massapequa Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

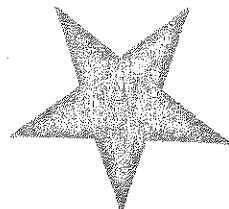
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
MASSAPEQUA FIRE DISTRICT, the municipal corporation described herein and which  
executed the foregoing instrument; that this agreement was duly authorized by order of the Board  
of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Massapequa Fire District for  
the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



Meeting of October 24, 2023

Resolution No. 794-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Saughan*

WHEREAS, the Inter-Municipal Agreement between the Plainview Volunteer Fire Department, Inc. and the Town, wherein the Town would supply sand and salt to said Fire Department at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Anthony Nicholes, District Manager, Plainview Volunteer Fire Department, Inc., ("Department"), by letter dated September 14, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Department's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Department, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Department on request and the Department will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Department will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Plainview Volunteer Fire Department, Inc. to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

33

794

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 20, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Plainview Volunteer Fire Department, Inc.  
for Sand and Salt

---

The Inter-Municipal Agreement between the Plainview Volunteer Fire Department, Inc. and the Town, wherein the Town was to supply sand and salt to said Fire Department from December 8, 2020 through September 30, 2023 has expired.

Anthony Nicholes, District Manager, Plainview Volunteer Fire Department, Inc., ("Department"), by letter dated September 14, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Department's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Department. The Department will be responsible for picking up the sand and salt, and the disposal of all debris generated.

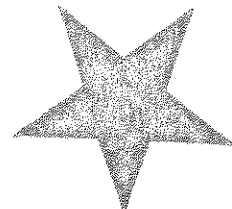
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Jaughman*

WHEREAS, the Inter-Municipal Agreement between the Plainview Volunteer Fire Department, Inc. and the Town, wherein the Town would supply sand and salt to said Fire Department at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Anthony Nicholes, District Manager, Plainview Volunteer Fire Department, Inc., ("Department"), by letter dated September 14, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Department's purchase of sand and salt from the Town, as needed; and

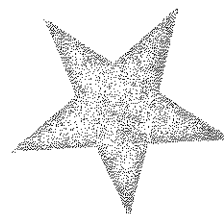
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Department, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Department on request and the Department will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Department will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Plainview Volunteer Fire Department, Inc. to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-







**TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

150 Miller Place

Syosset, New York 11791-5699 September 23, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

(516) 677-5722

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

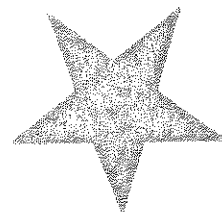
---

Please see the attached correspondence from The Incorporated Village of Centre Island, The Plainview Volunteer Fire Department and The Village of Old Brookville. They are requesting the Town of Oyster Bay Highway Division and The Incorporated Village of Centre Island, The Plainview Volunteer Fire Department and The Village of Old Brookville enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS





**PLAINVIEW VOLUNTEER FIRE DEPARTMENT, INC.**

885 OLD COUNTRY ROAD, PLAINVIEW, NY 11803-4980  
(516) 938-9501 • FAX (516) 938-9192

BOARD OF DIRECTORS  
GERARD PETTI - CHAIRMAN



ERIC D. SLAVSKY - 1st Vice Chairman  
MICHAEL MICHITSCH - 2nd Vice Chairman  
RICHARD TOUSEY - Treasurer  
SPENCER ADELBERG - Secretary

ROBERT G. McCAULEY - Asst. Treasurer  
LEIGH T. MERTZ - Asst. Secretary  
JEFFREY STERN - Legal Counsel  
KYLE BRENGEL - Accountant

September 14, 2023

Mr. John C. Tassone, Chief Deputy Commissioner  
Town of Oyster Bay  
Highway Department  
150 Miller Place  
Syosset, NY 11791

Dear Mr. Tassone,

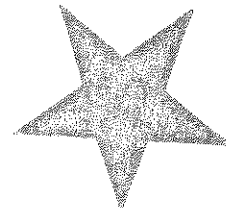
The Board of Directors of the Plainview Volunteer Fire Department Inc. would like to ask your permission for access to a salt and sand yard. In the event of inclement weather, we would like to be able to have our maintenance staff obtain salt and/or sand for distribution on our grounds.

This will insure the safety of our responding firefighters and in turn, the safety of the people in our community. We do not anticipate needing to fill our pick-up truck more than three times per year. The Department will incur any expense for this service.

Thank you for your consideration in this matter.

Sincerely,

Anthony Nicholes  
District Manager  
Plainview Volunteer Fire Department Inc.



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE PLAINVIEW VOLUNTEER FIRE DEPARTMENT, INC., a domestic not-for-profit corporation, having its principal business address at 885 Old Country Road, Plainview, New York 11803-4980, hereinafter called the "DEPARTMENT",

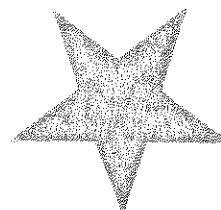
WITNESSETH:

WHEREAS, the DEPARTMENT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DEPARTMENT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DEPARTMENT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DEPARTMENT in preparation and during snow storms for pick-up by the DEPARTMENT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



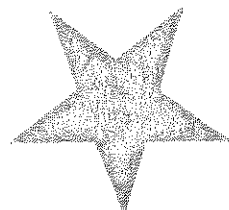
SECOND: The DEPARTMENT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The DEPARTMENT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DEPARTMENT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DEPARTMENT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DEPARTMENT on a monthly basis showing the amounts owed for the previous month. The DEPARTMENT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DEPARTMENT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

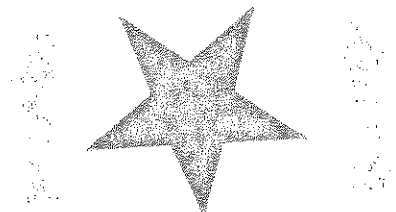


SEVENTH: In the event that the TOWN through no fault of its own, is unable to provide all or any sand and/or salt requested by the DEPARTMENT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DEPARTMENT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the



law, and the other provisions of this Agreement shall remain in full force and effect.

ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

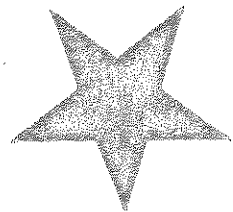
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

PLAINVIEW VOLUNTEER FIRE DEPARTMENT, INC.

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Plainview Volunteer Fire Department, Inc., for the purchase of sand & salt for the period Oct. 25, 2023 – Sept. 30, 2026*



STATE OF NEW YORK )

SS.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK )

SS.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the PLAINVIEW VOLUNTEER FIRE DEPARTMENT, INC., the domestic not-for-profit corporation described herein and which executed the foregoing instrument; that this agreement was duly authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Plainview Volunteer Fire Department, Inc. for the purchase of sand & salt for the period Oct. 25, 2023 – Sept. 30, 2026*

Meeting of October 24, 2023

Resolution No. 795-2023

225  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Jauchman

WHEREAS, Greg Hamilton, Executive Director of Operations, Syosset Central School District, ("District"), by letter dated September 11, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Syosset Central School District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



795

Town of Oyster Bay  
**Inter-Departmental Memo**

**TO** : MEMORANDUM DOCKET

**FROM** : Office of the Town Attorney

**DATE** : October 20, 2023

**SUBJECT:** Inter-Municipal Agreement with the Syosset Central School District  
for Sand and Salt

---

Greg Hamilton, Executive Director of Operations, Syosset Central School District, ("District"), by letter dated September 11, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

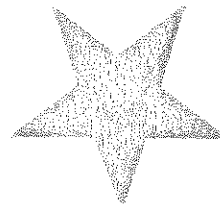
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Laughman*

WHEREAS, Greg Hamilton, Executive Director of Operations, Syosset Central School District, ("District"), by letter dated September 11, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

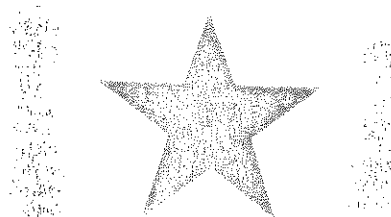
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Syosset Central School District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





Save

TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

(516) 677-5722

150 Miller Place  
Syosset, New York 11791-5699

September 18, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

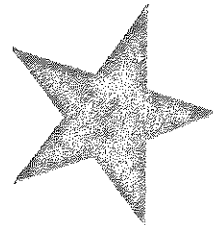
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from the Jericho Fire District, The Hicksville Fire District, The Village of Brookville, The Incorporated Village of Lattingtown, The Syosset Central School District and The Massapequa Fire District. They are requesting the Town of Oyster Bay Highway Division and The Jericho Fire District, The Hicksville Fire District, The Village of Brookville, the Massapequa Fire District, The Incorporated Village of Lattingtown and Syosset Central School District enter into an Inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



# Syosset Central School District

**Dr. Thomas L. Rogers**  
Superintendent of Schools

99 Pell Lane  
P.O. Box 9029  
Syosset, NY 11791-9029  
(516) 364-5600

**Dr. Patricia M. Rufo**  
Associate Superintendent  
for Business  
(516) 364-5651

**Mr. Gregory Hamilton**  
Executive Director of Operations  
516-364-5671

September 11, 2023

John Tassone  
Chief Deputy Commissioner  
Highway Dept.  
150 Miller Place  
Syosset, NY 11791

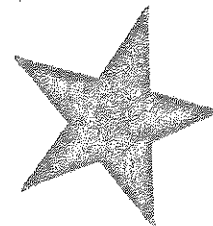
During the times of snow and ice emergencies for the period of Oct. 1, 2023 through Dec. 31, 2026 please allow this correspondence to serve as a formal request of Syosset Central School District.

Please send us any paperwork that you may have so we can enter into an Inter-Municipal Agreement with the Town of Oyster Bay.

Sincerely,



Greg Hamilton  
Executive Director of Operation  
Syosset Central School District



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE SYOSSET CENTRAL SCHOOL DISTRICT, a municipal corporation, having its principal business address at 99 Pell Lane, P.O. Box 9029, Syosset, New York 11791-9029, hereinafter called the "DISTRICT",

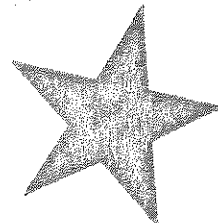
WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

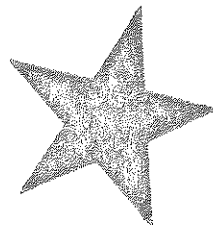
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

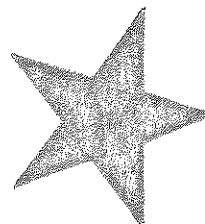


provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

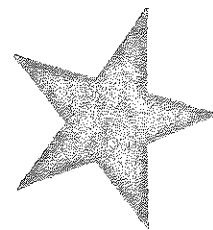
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

SYOSSET CENTRAL SCHOOL DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Syosset Central School District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*





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

On this            day of                    , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

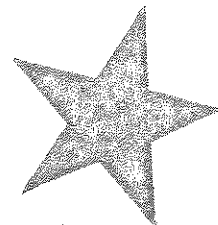
\_\_\_\_\_  
Notary Public

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

On this            day of                    , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
SYOSSET CENTRAL SCHOOL DISTRICT, the municipal corporation described herein and  
which executed the foregoing instrument; that this agreement was duly authorized by order of the  
Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Syosset Central School  
District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



Meeting of October 24, 2023

Resolution No.796-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth A. Jaughman

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Brookville and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Daniel H. Serota, Mayor, Incorporated Village of Brookville, ("Village"), by letter dated September 7, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Brookville to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

35

796

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 19, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Incorporated Village of Brookville  
for Sand and Salt

---

The Inter-Municipal Agreement between the Incorporated Village of Brookville and the Town, wherein the Town was to supply sand and salt to said Village from December 8, 2020 through September 30, 2023 has expired.

Hon. Daniel H. Serota, Mayor, Incorporated Village of Brookville, ("Village"), by letter dated September 7, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

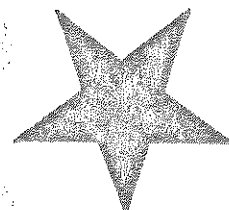
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Faughman*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Brookville and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Daniel H. Serota, Mayor, Incorporated Village of Brookville, ("Village"), by letter dated September 7, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

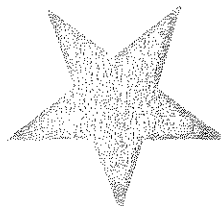
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 18, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Brookville to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





*Save*

TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

(516) 677-5722

150 Miller Place  
Syosset, New York 11791-5699

September 18, 2023

[www.oysterbaytown.com](http://www.oysterbaytown.com)

TO: FRANK M. SCALERA, TOWN ATTORNEY


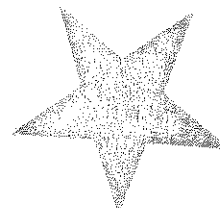
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from the Jericho Fire District, The Hicksville Fire District, The Village of Brookville, The Incorporated Village of Lattingtown, The Syosset Central School District and The Massapequa Fire District. They are requesting the Town of Oyster Bay Highway Division and The Jericho Fire District, The Hicksville Fire District, The Village of Brookville, the Massapequa Fire District, The Incorporated Village of Lattingtown and Syosset Central School District enter into an Inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

  
\_\_\_\_\_  
JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

DANIEL H. SEROTA, MAYOR

TRUSTEES

CAROLINE Z. BAZZINI  
JOHN BURNS  
EDWARD J. CHESNIK  
ROBERT D. SPINA



18 HORSE HILL ROAD  
BROOKVILLE, NEW YORK 11545  
(516) 626-0973

WINSOME CITARELLA  
CLERK & TREASURER

PH: 626-1792 FAX: 626-7621

TIMOTHY H. DOUGHERTY

SUPERINTENDENT OF

BUILDING DEPT. & ADMINISTRATOR

PH: 626-0973 FAX: 626-7621

JOHN M. CHASE, ESQ.

VILLAGE ATTORNEY

PH: 671-6880 FAX: 671-0740

September 7, 2023

John C. Tassone  
Chief Deputy Commissioner  
Town of Oyster Bay Highway Dept.  
150 Miller Place  
Syosset, NY 11791

Re: Inter-Municipal Agreement for Sand & Salt for 2023 Thru 2026

Dear Mr. Tassone,

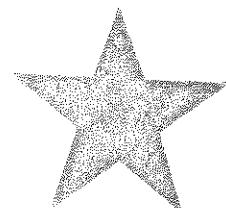
Please accept this letter as a formal request by the Village of Brookville to renew our inter-municipal agreement allowing for the Village of Brookville to obtain sand and salt from the Town of Oyster Bay Highway Division.

I trust this letter meets with a positive response and an intermunicipal agreement between the Town and the Village. Thank you for your cooperation and if you have any questions, please do not hesitate to call me.

Sincerely,

Daniel, H. Serota  
Mayor

cc: Richard W. Lenz, P.E., Commissioner Department of Public Works  
Office of the Town Attorney



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF BROOKVILLE, a municipal corporation, having its principal business address at 18 Horse Hill Road, Brookville, New York 11545, hereinafter called the "VILLAGE",

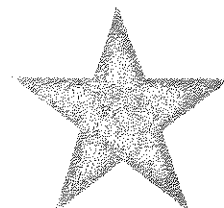
WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

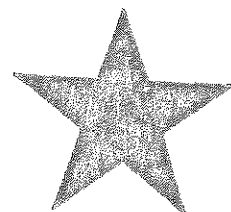
THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the VILLAGE be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or VILLAGE, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to



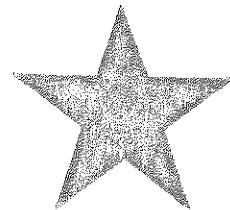


provide all or any sand and/or salt requested by the VILLAGE at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the VILLAGE of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

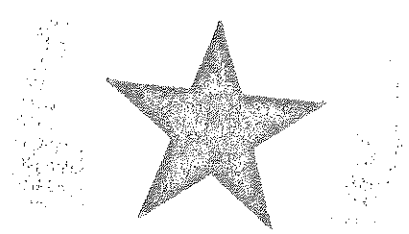
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF BROOKVILLE

BY: \_\_\_\_\_  
Mayor

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Brookville for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

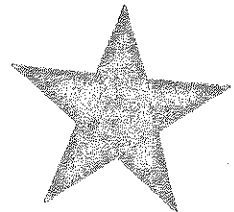
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
INCORPORATED VILLAGE OF BROOKVILLE, the municipal corporation described herein  
and which executed the foregoing instrument; that this agreement was authorized by order of the  
Village Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Brookville for  
the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Faughnan*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Mill Neck and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Peter Quick, Mayor, Incorporated Village of Mill Neck, ("Village"), by letter dated September 25, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated October 2, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Mill Neck to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

36

797

Town of Oyster Bay  
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : October 20, 2023

SUBJECT: Inter-Municipal Agreement with the Incorporated Village of Mill Neck  
for Sand and Salt

---

The Inter-Municipal Agreement between the Incorporated Village of Mill Neck and the Town, wherein the Town was to supply sand and salt to said Village from December 8, 2020 through September 30, 2023 has expired.

Hon. Peter Quick, Mayor, Incorporated Village of Mill Neck, ("Village"), by letter dated September 25, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated October 2, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

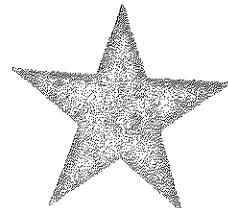
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Jauchman*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Mill Neck and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Hon. Peter Quick, Mayor, Incorporated Village of Mill Neck, ("Village"), by letter dated September 25, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

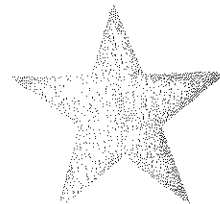
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated October 2, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Mill Neck to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION

150 Miller Place  
Syosset, New York 11791-5699  
www.oysterbaytown.com

(516) 677-5722

TO: FRANK M. SCALERA, TOWN ATTORNEY

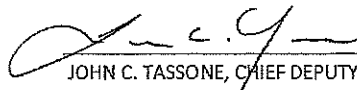
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

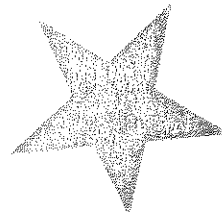
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from The Incorporated Village of Mill Neck and The Jericho Water District. They are requesting the Town of Oyster Bay Highway Division and The Incorporated Village of Mill Neck and The Jericho Water District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

  
JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



(2)

*Incorporated Village of Mill Neck*  
32 Frost Mill Road PO Box 351  
Mill Neck, New York 11765  
Telephone (516) 922-6722 [www.millneckvillage.com](http://www.millneckvillage.com) Fax (516) 922-5190

September 25, 2023

Mr. John C. Tassone  
Chief Deputy Commissioner  
Department of Public Works  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Dear Deputy Commissioner Tassone,

In continuance of our prior years' municipal agreement, this letter is confirmation of the Village's intent to continue our Sand - Salt municipal agreement with the Town of Oyster Bay for the term October 1, 2023, through September 30, 2026.

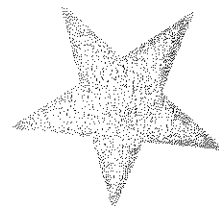
The agreement the Village of Mill Neck currently has in effect with the Town of Oyster Bay permits our Highway Employees to pick up sand/salt at the Lake Ave Facility in preparation and during snowstorms.

Please contact our office if you require any further information or if there are any changes to this agreement.

Sincerely,



Peter Quick  
Mayor





INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF MILL NECK, a municipal corporation, having its principal business address at 32 Frost Mill Road, P.O. Box 351, Mill Neck, New York 11765, hereinafter called the "VILLAGE",

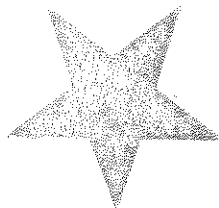
WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

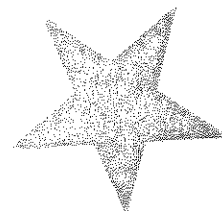
THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the VILLAGE be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or VILLAGE, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

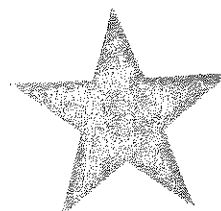


provide all or any sand and/or salt requested by the VILLAGE at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the VILLAGE of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

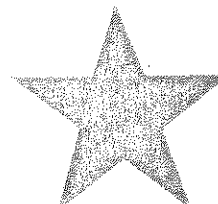
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF MILL NECK

BY: \_\_\_\_\_  
Mayor/ Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Mill Neck for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

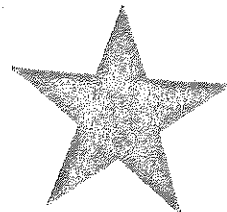
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
INCORPORATED VILLAGE OF MILL NECK, the municipal corporation described herein and  
which executed the foregoing instrument; that this agreement was authorized by order of the  
Village Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Mill Neck for  
the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Kaufman*

WHEREAS, the Inter-Municipal Agreement between the Syosset Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Karen Borelli, District Secretary/Treasurer, Syosset Fire District, ("District"), by letter dated August 30, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Syosset Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 19, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Syosset Fire District  
for Sand and Salt

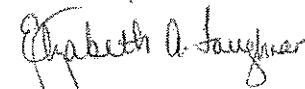
---

The Inter-Municipal Agreement between the Syosset Fire District and the Town, wherein the Town was to supply sand and salt to said District from December 8, 2020 through September 30, 2023 has expired.

Karen Borelli, District Secretary/Treasurer, Syosset Fire District, ("District"), by letter dated August 30, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District. The District will be responsible for picking up the sand and salt, and the disposal of all debris generated.

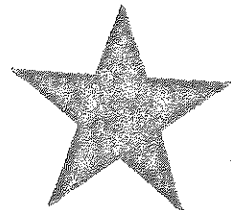
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY



Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure  
2017-5837



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Joughman*

WHEREAS, the Inter-Municipal Agreement between the Syosset Fire District and the Town, wherein the Town would supply sand and salt to said District at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, Karen Borelli, District Secretary/Treasurer, Syosset Fire District, ("District"), by letter dated August 30, 2023, requested to enter into a new Inter-Municipal Agreement with the Town, for the District's purchase of sand and salt from the Town, as needed; and

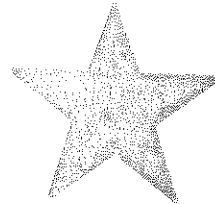
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 8, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the District, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the District on request and the District will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the District will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Syosset Fire District to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





**Town of Oyster Bay  
Inter-Departmental Memo**

BF

September 8, 2023

TO: FRANK M. SCALERA, TOWN ATTORNEY

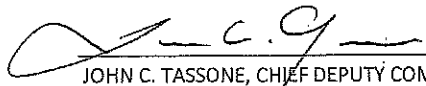
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

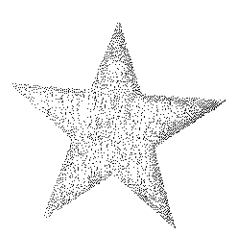
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

Please see the attached correspondence from The Village of Upper Brookville, The Jericho School District and The Syosset Fire District. They are requesting the Town of Oyster Bay Highway Division and The Village of Upper Brookville, The Jericho School District and The Syosset Fire District enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

  
JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



# Syosset Fire District

50 Cold Spring Road  
Syosset, New York 11791  
Phone (516) 921-6597 · Fax (516) 921-0379  
[www.syossetfd.org](http://www.syossetfd.org)

COMMISSIONERS:  
RICHARD ROSEO, CHAIRMAN  
GIOVANNI GRACEFFA, VICE-CHAIRMAN  
ROHIT DHAWAN  
ROBERT SWANSON  
ANDREW DICK

SECRETARY/TREASURER: KAREN BORRELLI  
DIRECTOR OF PURCHASING: ROBERT E. LEE  
SUPERINTENDENT: JACK RANDAZZO  
COUNSEL: CHRIS J. COSCHIGNANO, ESQ.

August 30, 2023

Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, NY 11791  
ATTN: John C. Tassone, Deputy Commissioner

RE: Inter-Municipal Agreement for Sand & Salt 2023 thru 2026

Dear Commissioner Tassone

The Syosset Fire District is requesting an inter-municipal agreement to obtain salt and sand from the Town yards for the period of October, 2023 – September, 2026.

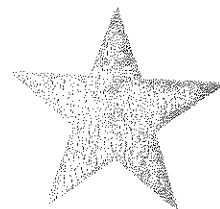
Please contact me at 516-677-4506, 50 Cold Spring Road, Syosset, NY 11791, or at [kborrelli@syossetfd.org](mailto:kborrelli@syossetfd.org) with the necessary paperwork to proceed or with any other questions.

.Thank you for assistance with this matter.

Very truly yours,



Karen Borrelli  
District Secretary/Treasurer



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE SYOSSET FIRE DISTRICT, a municipal corporation, having its principal business address at 50 Cold Spring Road, Syosset, New York 11791, hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the DISTRICT has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the DISTRICT to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the DISTRICT in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

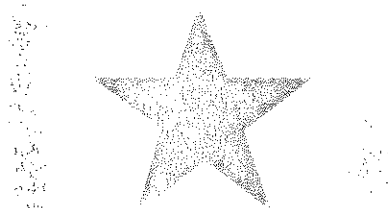
THIRD: The DISTRICT agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the DISTRICT be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

SEVENTH: In the event that the TOWN through no fault of its own, is unable to

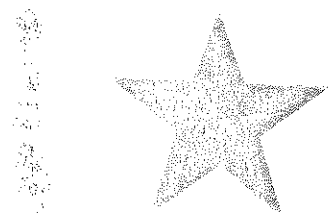


provide all or any sand and/or salt requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

SYOSSET FIRE DISTRICT

BY: \_\_\_\_\_  
Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Syosset Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



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

On this                      day of                      , 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the SYOSSET FIRE DISTRICT, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was duly authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Syosset Fire District for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Elizabeth D. Faughman

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Old Brookville and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, John M. Chase, Esq., Village Attorney, Incorporated Village of Old Brookville, ("Village"), by letter dated September 18, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Old Brookville to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



799

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : October 20, 2023  
**SUBJECT**: Inter-Municipal Agreement with the Incorporated Village of Old Brookville  
for Sand and Salt

---

The Inter-Municipal Agreement between the Incorporated Village of Old Brookville and the Town, wherein the Town was to supply sand and salt to said Village from December 8, 2020 through September 30, 2023 has expired.

John M. Chase, Esq., Village Attorney, Incorporated Village of Old Brookville, ("Village"), by letter dated September 18, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed. John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village. The Village will be responsible for picking up the sand and salt, and the disposal of all debris generated.

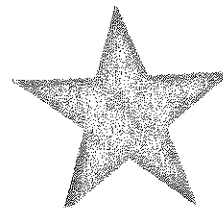
Attached herewith is the abovementioned Inter-Municipal Agreement for the period, October 25, 2023, to September 30, 2026, as well as a proposed resolution. Kindly suspend the rules and place this matter on the Town Board action calendar for October 24, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*

Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:ba  
Enclosure



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Faughnan*

WHEREAS, the Inter-Municipal Agreement between the Incorporated Village of Old Brookville and the Town, wherein the Town would supply sand and salt to said Village at the Town's cost, for the period from December 8, 2020 through September 30, 2023 has expired; and

WHEREAS, John M. Chase, Esq., Village Attorney, Incorporated Village of Old Brookville, ("Village"), by letter dated September 18, 2023, requested to enter into an Inter-Municipal Agreement with the Town, for the Village's purchase of sand and salt from the Town, as needed; and

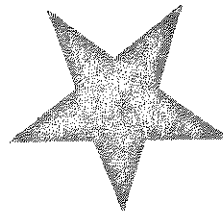
WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, by memorandum dated September 23, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village, to provide sand and salt; and

WHEREAS, the Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchases the sand and salt, at a per yard fee, for the period, October 25, 2023, to September 30, 2026; and

WHEREAS, the Village will be responsible for the picking up the sand and salt, and the disposal of any and all excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Incorporated Village of Old Brookville to provide sand and salt, for the period from October 25, 2023 to September 30, 2026.

-#-





**TOWN OF OYSTER BAY  
DEPARTMENT OF PUBLIC WORKS  
HIGHWAY DIVISION**

150 Miller Place  
Syosset, New York 11791-5699 September 23, 2023  
[www.oysterbaytown.com](http://www.oysterbaytown.com)

(516) 677-5722

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INTER-MUNICIPAL AGREEMENT WITH INCORPORATED VILLAGES

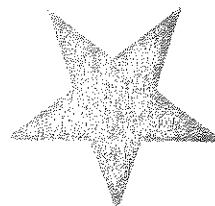
---

Please see the attached correspondence from The Incorporated Village of Centre Island, The Plainview Volunteer Fire Department and The Village of Old Brookville. They are requesting the Town of Oyster Bay Highway Division and The Incorporated Village of Centre Island, The Plainview Volunteer Fire Department and The Village of Old Brookville enter into an inter-municipal agreement to provide salt/sand in the event of inclement weather or emergency from October 1, 2023 thru September 30, 2026. Please see attached correspondence.

Please take whatever action deemed necessary in order to facilitate this request and advise the Highway Division upon the proceedings.

If you have any questions regarding this, please feel free to contact me at extension 5722.

JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



CHASE, RATHKOPF & CHASE, LLP

ATTORNEYS AT LAW

48 FOREST AVENUE

GLEN COVE, NEW YORK 11542

TELEPHONE: (516) 671-5880

TELECOPIER: (516) 671-0740

JOHN M. CHASE

TIP HENDERSON

LESTER H CHASE (1910-2010)

DAREN A RATHKOPF (1933-2022)

E-MAIL: JMCHASE@CHASERATHKOPF.COM

-Of Counsel-

HENRY C. DECSI, JR., CPA

RICHARD S. PRISCO

September 18, 2023

Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, New York 11791

Attn: John C. Tassone, Chief Deputy Commissioner

Re: Inter-Municipal Agreement with the Village of Old Brookville  
for Sand & Salt for 2023 Thru 2026

Dear Mr. Tassone,

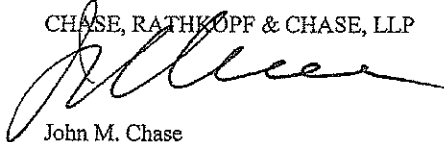
Please be advised that the undersigned is the Village Attorney for the Village of Old Brookville. In such capacity, your letter dated 8/25/23 (copy enclosed) to the Village re the above-referenced matter has been forwarded to me for reply.

Please accept this letter as a request by the Village of Old Brookville to enter into a new Inter-Municipal Agreement with the Town of Oyster Bay allowing for the Village of Old Brookville to obtain sand and salt from the Town of Oyster Bay Highway Division from approximately October 1, 2023 thru September 30, 2026. Please forward or email the new agreement to the undersigned at the above addresses.

I thank you for your help and assistance with respect to this matter.

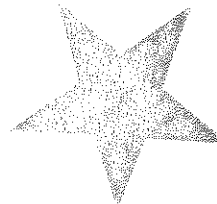
Very truly yours,

CHASE, RATHKOPF & CHASE, LLP



John M. Chase

cc: Mayor Bernard D. Ryba



INTER-MUNICIPAL AGREEMENT

DATED: as of October 25, 2023

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF OLD BROOKVILLE, a municipal corporation, having its principal business address at 201 McCouns Lane, Old Brookville, New York 11545, hereinafter called the "VILLAGE",

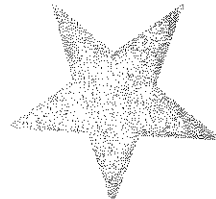
WITNESSETH:

WHEREAS, the VILLAGE has requested to enter into an Inter-Municipal Agreement with the TOWN, to purchase sand and salt for the VILLAGE to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset, the Glen Head Yard in Glen Head, and the Carman Mill Yard in Massapequa, N.Y.



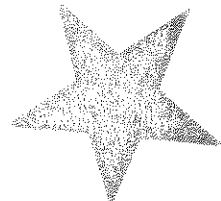
SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee. The TOWN shall not be obligated to accept returns of unused sand and salt, nor shall the VILLAGE be credited for unused sand and salt.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this Agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or VILLAGE, as the case may be.

SIXTH: Each party agrees to defend and indemnify the other party against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the other party.

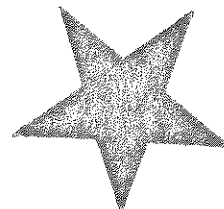


SEVENTH: In the event that the TOWN through no fault of its own, is unable to provide all or any sand and/or salt requested by the VILLAGE at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the VILLAGE of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

EIGHTH: Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement duly authorized and executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

NINTH: This Agreement is dated as of the date above first-written, and is effective as of October 25, 2023. The Term of the Agreement shall commence on October 25, 2023, and shall terminate on September 30, 2026, unless otherwise terminated pursuant to the terms of this Agreement.

TENTH: The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.



ELEVENTH: This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

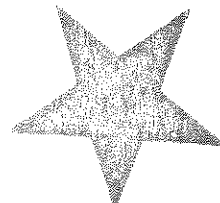
\_\_\_\_\_  
Office of the Town Attorney

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF OLD BROOKVILLE

BY: \_\_\_\_\_  
Mayor/ Authorized Signatory

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Old Brookville  
for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*





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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
he resides at Nassau County, New York; that he is the \_\_\_\_\_ Supervisor of the Town  
of Oyster Bay, the municipal corporation described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Town Board of said corporation,  
and that he signed his name thereto by like order.

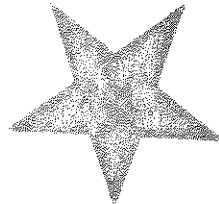
\_\_\_\_\_  
Notary Public

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

On this            day of                   , 2023, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that  
she/he resides at \_\_\_\_\_ County, New York; that she/he is the \_\_\_\_\_ of the  
INCORPORATED VILLAGE OF OLD BROOKVILLE, the municipal corporation described  
herein and which executed the foregoing instrument; that this agreement was authorized by order  
of the Village Board of said corporation, and that she/he signed her/his name thereto by like order.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Inc. Village of Old Brookville  
for the purchase of sand & salt for the period October 25, 2023 – September 30, 2026*



Meeting of October 24, 2023

Resolution No.801-2023

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on July 18, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated October 23, 2023, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 22, pertaining to "installation of traffic control devices on existing streets, roads and highways", and Item No. 26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 22 and Item No. 26; and be it further

RESOLVED, That said Local Law 9 -2023, entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

Meeting of October 24, 2023

Resolution No.802-2023

WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized the firm of Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, New York 11747 ("NPV"), to provide consultant services for technical assistance with general planning services in the Town of Oyster Bay for the period commencing May 5, 2021 through December 31, 2021, with two (2) one (1) year extensions; and

WHEREAS, by Resolution No. 77-2022, adopted on February 8, 2022, the Town Board exercised the first one (1) year extension option of the aforementioned agreement, for the period commencing on January 1, 2022 through December 31, 2022, nunc pro tunc; and

WHEREAS, by Resolution 799-2022, adopted on November 15, 2022, the Town Board exercised the second one (1) year extension option of the aforementioned agreement, for the period commencing on January 1, 2023 through December 31, 2023; and

WHEREAS, the Town of Oyster Bay seeks to acquire title to the property located at Herzog Place, Hicksville, N.Y., Section 11, Block 240, Lot 218, Vacant Lot 14 Herzog Place, Hicksville, N.Y., Section 11, Block 240 Lot 10-12 Herzog, Hicksville, N.Y., Section 11, Block 240, Lot 11, 30 Herzog Place & Three Jerusalem Avenue, Hicksville, N.Y., Section 11, Block 240, Lot 213 (collectively, "Property"), through eminent domain; and

WHEREAS, this matter involves the performance of an environmental review to be prepared in accordance with Article 8 of the New York State Environmental Conservation Law (ECL), State Environmental Quality Review Act (SEQR), and the implementing regulations thereto at 6 NYCRR, Part 617, and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay); and, associated TEQR Report; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 23, 2022, recommended that Nelson, Pope & Voorhis, LLC, be retained to assist the Town in this matter, by performing the required SEQR review, for an amount not to exceed \$30,000.00. The funds for the payment of this amount shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and the firm of Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, New York 11747, is hereby retained to the perform and prepare an environmental review in accordance with Article 8 of the New York State Environmental Conservation Law (ECL), State Environmental Quality Review Act (SEQR), and the implementing regulations thereto at 6 NYCRR, Part 617, and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay); and associated TEQR Report for the acquisition of the aforementioned Property, for an amount not to exceed \$30,000.00, with the funds for the payment of this amount to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

#

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Frank M. Scalera*

Meeting of October 24, 2023

Resolution No.803-2023

WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized the firm of Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, New York 11747 ("NPV"), to provide consultant services for technical assistance with general planning services in the Town of Oyster Bay for the period commencing May 5, 2021 through December 31, 2021, with two (2) one (1) year extensions; and

WHEREAS, by Resolution No. 77-2022, adopted on February 8, 2022, the Town Board exercised the first one (1) year extension option of the aforementioned agreement, for the period commencing on January 1, 2022 through December 31, 2022, nunc pro tunc; and

WHEREAS, by Resolution 799-2022, adopted on November 15, 2022, the Town Board exercised the second one (1) year extension option of the aforementioned agreement, for the period commencing on January 1, 2023 through December 31, 2023; and

WHEREAS, the Town of Oyster Bay has been in negotiations with U Park Walnut Street, LLC ("Seller") in connection with the Town's proposed purchase of the property located at 2 Walnut Street, Glen Head, New York 11545 ("Property")

WHEREAS, the Seller has agreed to sell the Property to the Town and the Town has agreed to purchase the Property; and

WHEREAS, this matter involves the performance of an environmental review to be prepared in accordance with Article 8 of the New York State Environmental Conservation Law (ECL), State Environmental Quality Review Act (SEQR), and the implementing regulations thereto at 6 NYCRR, Part 617, and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay); and, associated TEQR Report; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 23, 2022, recommended that Nelson, Pope & Voorhis, LLC, be retained to assist the Town in this matter by performing the required SEQR review, for an amount not to exceed \$30,000.00. The funds for the payment of this amount shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and the firm of Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, New York 11747, is hereby retained to the perform and prepare an environmental review in accordance with Article 8 of the New York State Environmental Conservation Law (ECL), State Environmental Quality Review Act (SEQR), and the implementing regulations thereto at 6 NYCRR, Part 617, and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay); and associated TEQR Report for the acquisition of the aforementioned Property, for an amount not to exceed \$30,000.00, with the funds for the payment of this amount to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

#

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Frank M. Scalera*