Meeting of July 12, 2022 Resolution No. TF-11-2022

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

ITEM NO.	DEPT.	AMOUNT	
035-22	DER	$ 1,000.00	FROM DER SR05 8160 41600 000 0000
		$ 1,000.00	TO DER SR05 8160 25000 000 0000
036-22	DER	$ 3,500.00	FROM DER A 8090 46100 000 0000
		$ 3,500.00	TO DER A 8090 41600 000 0000
037-22	PKS	$ 10,000.00	FROM PKS A 7110 42200 000 0000
		$ 10,000.00	TO PKS A 7110 41600 000 0000
038-22	DPS	$ 7,500.00	FROM DPS A 3010 47800 000 0000
		$ 7,500.00	TO DPS A 3010 25000 000 0000
		$ 4,400.00	FROM DPA A 3010 47800 000 0000
		$ 4,400.00	TO DPS A 3010 41710 000 0000
		$ 2,500.00	FROM DPS A 3010 44140 000 0000
		$ 2,500.00	TO DPS A 3010 21000 000 0000
039-22	PKS	$ 10,000.00	FROM PKS A 7110 42200 000 0000
		$ 10,000.00	TO PKS A 7110 46300 000 0000
040-22	PKS	$ 10,000.00	FROM PKS A 7110 42200 000 0000
		$ 10,000.00	TO PKS A 7110 41900 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

APPROVED
COMMISSIONER OF HUMAN RESOURCES

Meeting of July 12, 2022 RESOLUTION P-12-2022

WHEREAS, The 2022 Budget, adopted October 26 , 2021 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, the adoption of said 2022 Budget, on October 26, 2022, was by a Resolution of the Town Board; and

WHEREAS, Resolution #P1063, dated December 12, 1972, provides a procedure for the amendment of the Resolution establishing grades, salaries and titles as required and requested by Department Heads,

NOW, THEREFORE, BE IT RESOLVED, that the Budget as adopted be and hereby is amended to reflect the approved additions and deletions as indicated by the attached.

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

2A
6-28-22

1280

Town of Oyster Bay

Inter-Departmental Memo

June 21, 2022

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner/Sanitation Department

SUBJECT: Transfer of Funds

The Department of Sanitation requests Town Board authorization to transfer the following funds:

From:

DER SR05 8160 41600 000 0000	**Materials and Supplies**	**$1,000.00**

To:

DER SR05 8160 25000 000 0000	**General Equipment**	**$1,000.00**

This transfer is necessary to cover the cost of Equipment required for the day to day operations of the Solid Waste Disposal Facility.

Daniel M. Pearl
Commissioner
Sanitation Department

DMP/tml
cc:
Steven Ballas, Comptroller

Docket memo transfer of funds for SWDF General Equipment June 2022 .doc

2A

Town of Oyster Bay

Inter-Departmental Memo

TO: Memorandum Docket

FROM: George Baptista, Jr., Deputy Commissioner
Department of Environmental Resources

DATE: June 27, 2022

SUBJECT: Transfer of Funds

Town Board authorization is requested to transfer the following funds:

	Account No.	Object Description:	Amount:
From:	DER A 8090 46100 000 0000	Equipment Maintenance	$ 3,500.00
To:	DER A 8090 41600 000 0000	Materials & Supplies	$ 3,500.00

This transfer is necessary to purchase various items and supplies to maintain the Shellfish Hatchery and the Western Waterfront operations.

George Baptista, Jr.
Deputy Commissioner
Department of Environmental Resources

GB/lc

cc: Town Attorney
Steven Ballas, Comptroller

2B

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO:	Memorandum Docket
FROM:	Joseph G. Pinto, Commissioner Department of Parks
DATE:	June 30, 2022
SUBJECT:	2022 Transfer of Funds

Town Board authorization is hereby requesting that the Comptroller transfer the following:

FROM:

PKS-A-7110-42200-000-0000	Light, Power, Water	$10,000.00

TO:

PKS-A-7110-41600-000-0000	Materials & Supplies	$10,000.00

This transfer request is to provide funds necessary to have all necessary materials and supplies at each of our parks.

Joseph G. Pinto
Commissioner

JGP:jb

2C

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 29, 2022

TO: **MEMORANDUM DOCKET**

FROM: **JUSTIN McCAFFREY, COMMISSIONER, PUBLIC SAFETY**

Subject: **TRANSFER OF FUNDS**

Town Board authorization is requested for the following transfer of funds:

FROM:	TO:
DPS A 3010 47800 000 0000	DPS A 3010 25000 000 0000
CONTRACTUAL EXPENSES	GENERAL EQUIPMENT
$7,500.00	$7,500.00

The above transfer is necessary to purchase replacement and maintenance of navigational lighting.

FROM:	TO:
DPS A 3010 47800 000 0000	DPS A 3010 41710 000 0000
CONTRACTUAL EXPENSES	SIGNS & SUPPLIES
$4400.00	$4,400.00

The above transfer is necessary to purchase materials and supplies for navigational waterway signs.

FROM:	TO:
DPS A 3010 44140 000 0000	DPS A 3010 21000 000 0000
TRAINING	FURNITURE
$2500.00	$2,500.00

The above transfer is necessary to purchase specialized dispatch 24/7 chairs for the operations center

Justin McCaffrey
Commissioner of Public Safety

2D

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 30, 2022

SUBJECT: 2022 Transfer of Funds

Town Board authorization is hereby requesting that the Comptroller transfer the following:

FROM:

PKS-A-7110-42200-000-0000	Light, Power, Water	$10,000.00

TO:

PKS-A-7110-46300-000-0000	Building, Property Maintenance	$10,000.00

This transfer request is to provide funds necessary for maintaining parks facilities throughout the Town.

Joseph G. Pinto
Commissioner

JGP:jb

2E

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 30, 2022

SUBJECT: 2022 Transfer of Funds

Town Board authorization is hereby requesting that the Comptroller transfer the following:

FROM:

PKS-A-7110-42200-000-0000	Light, Power, Water	$10,000.00

TO:

PKS-A-7110-41900-000-0000	Ground Supplies	$10,000.00

This transfer request is to provide funds necessary for maintaining the grounds of Parks and the Town Golf Course.

Joseph G. Pinto
Commissioner

JGP:jb

Reviewed By
Office of Town Attorney

Meeting of July 12, 2022 Resolution No 491-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 15, 2022, requested Town Board approval to provide Nassau County Bethpage PAL use of the Bethpage Community Park pool on Mondays through Fridays from 6:00 a.m. to 9:30 a.m. for the period from July 5, 2022 through August 17, 2022, *nunc pro tunc*, at a fee of $3.00 per child for 25 children for a total of $75.00 a day, with dates, times and locations of the program to be set and/or modified by the Commissioner of Parks and/or his designee; and

WHEREAS, the Nassau County Bethpage PAL shall employ and provide their own Nassau County Certified Lifeguard to be present at all times during their usage of the pool and shall also produce a Certificate of Liability Insurance, naming the Town of Oyster Bay as an additional insured, which provides Comprehensive General Liability Insurance with a bodily injury limit of $1,000,000.00 per occurrence and $1,000,000.00 for Property Damage,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Town Board hereby authorizes the Department of Parks to provide Nassau County Bethpage PAL use of the Bethpage Community Park pool on Mondays through Fridays from 6:00 a.m. to 9:30 a.m. for the period from July 5, 2022 through August 17, 2022, *nunc pro tunc*, at a fee of $3.00 per child for 25 children for a total of $75.00 a day, with dates, times and locations of the program to be set and/or modified by the Commissioner of Parks and/or his designee; and be it further

RESOLVED, That funds collected will be deposited into Account No. PKS SP01 0001 02025 528 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

TOWN OF OYSTER BAY

Inter- Department Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: June 15, 2022

SUBJECT: Bethpage PAL

The Department of Parks respectfully requests Town Board approval to utilize the Bethpage Community Park pool Monday through Friday from 6:00AM to 9:30AM for the period of July 5, 2022 to August 17, 2022 for a fee of $3.00 a child x 25 children for $75.00 a day. Dates, times and locations of the program may be changed by the Commissioner of Parks or designee only.

Nassau County Bethpage PAL shall employ and provide their own Nassau County Certified Lifeguards to be present at all times during their usage of the pool. Further, Nassau County PAL shall be required to produce a Certificate of Liability Insurance, naming the Town of Oyster Bay as additionally insured providing Comprehensive General Liability Insurance with bodily injury limit $1,000,000 each occurrence and $1,000,000 Property Damage.

Town Board approval is therefore respectfully requested to authorize the use of the pool space by Nassau County Bethpage PAL as detailed above. Funds collected will be deposited into account number PKS SP01 0001 02025 528 0000.

Joseph G. Pinto
Commissioner of Parks

JGP/JM
Att.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2021

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
American Specialty Insurance & Risk Services, Inc.
dba A S Insurance & Risk Services Agency
7609 W. Jefferson Blvd., Suite 100
Fort Wayne IN 46804

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Nassau County Police Activity League, Inc.
167 Broadway, Route 107
Hicksville NY 11801

COVERAGES CERTIFICATE NUMBER: 1001876484 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	N	SBCGL0274304	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS 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? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective July 01, 2021.

CERTIFICATE HOLDER

Town of Oyster Bay Dept. of Parks and Public Works
977 Hicksville Road
MASSAPEQUA NY 11758

Reviewed By
Office of Town Attorney

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

Drew Sant

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 977 Hicksville Road Massapequa, NY 11758 but only with respect to the operations of the Named Insured
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

Planning

THOMAS A. ABBATE, P.C.

ATTORNEY AT LAW

Thomas A. Abbate, Esquire

Tina Slane, Legal Assistant

Tom@longislandzoning.com

Tina@longislandzoning.com

June 2, 2022

Elizabeth L. Maccarone, Commissioner
Department of Planning & Development
Town of Oyster Bay, Town Hall
74 Audrey Avenue
Oyster Bay, New York 11771

Re: 5 Block Boulevard, Massapequa
53-172-11
Dr. Allan Mohr, D.D.S.

Dear Commissioner Maccarone;

I represent Dr. Allan Mohr who both owns and practices dentistry from the subject premises. As he is now looking to retire, I write to inquire the manner by which we may amend those Covenants and Restrictions which affect the premises. A short recitation of the site's history follows:

By Resolution #995-87 dated October 6, 1987 (copy enclosed), the Town Board permitted 5 Block Boulevard to be utilized for the practice of dentistry. Indeed, it did so with a proscription against a residential component in this R1-7 zoned structure. However, its authorizing Resolution limited the practice to Dr. Mohr personally. Now, because he is retiring, he is seeking to sell the practice but the personal aspect of the Declaration has soured the interest of many a prospective dentist. Virtually none are willing to wait the many months ordinarily required to amend a C&R via a public hearing before the Town Board in order to have themselves individually substituted for Dr. Mohr. This reticence only becomes compounded when they realize that they, too, must engage in this process upon future sale or retirement.

To accommodate my client – and to continue to protect the Town of Oyster Bay – I seek to revise the wording of the Declaration such that applications of this ilk become unnecessary. Instead, I suggest that a mechanism for the Administrative Approval of a change of practitioners be instituted. This process would include, *inter alia*, formal notification to the township indicating the intended date of ownership change, the new professional's name and residence address, the degree which said dentist possesses (along with date and conferring educational institution) as well as proof that the practitioner is licensed as a dentist by the State of New York. Naturally, we can add whatever additional information or processes you deem appropriate.

Thus, we are seeking to administratively amend Item #4 in Declaration of Restrictive Covenants which now reads:

4. The use of the subject premises shall be limited and restricted to the practice of dentistry, only by Dr. Allan Mohr, as requested by the petitioners herein, and no others as partners, associates or otherwise; and such use shall not run with the land and shall not be transferred.

In its place, we propose Item #4 be amended to read:

---

4. The use of the subject premises shall be limited and restricted to the practice of dentistry as requested by Petitioners herein, to one such professional and no others as Partners, Associates or otherwise, and such use shall run with the land and may be transferred but only in accord with the totality of the restrictions herein proposed.

To incorporate the transfer process referenced earlier in the letter, we would be quite amendable to adding language to the Declaration which will state:

[#TBD] Any change in practitioner requires formal notification to the Department of Planning and Development which states the proposed new practitioner's name and residence address, the degree possessed by said dentist, the educational institution which conferred the degree and date of same as well as proof that the practitioner is licensed as a dentist by the State of New York.

In all other respects, the C&R would remain intact [but for the need to amend Item #5 only insofar as to delete "of Dr. Allan Mohr"]. For example, no physical changes to the premises shall be permitted, it shall be used solely for the practice of dentistry and no other profession or use and shall continue to be limited to three dentist chairs as specified by the Town Board in 1987. To that end, I enclose herewith plans prepared by Frank G. Relf, Architect, P.C., last dated 06.28.05 and which bears a "Received" stamp by Plan Examination dated 2005 Jun 29th. It accurately depicts the premises as it exists today and already comprises part of the Township's file on this matter.

Please note that over the last 35 years, Dr. Mohr's practice has continued without complaint. He has abided by all of the conditions of the Declaration without exception and his practice melds harmoniously with the neighborhood. By retaining the remaining provisions of the C&R, we believe this will continue.

Supplementing this letter, the Architectural Plan and the Town Board Resolution are the Declaration itself, Certificates of Occupancy for the premises and a survey. Naturally, my client and I will gladly meet you and town officials to discuss this at any time.

With many thanks for your consideration, I remain

Very truly yours,

Thomas A. Abbate

TAA:ts
Enc.
cc: Timothy Zike, Deputy Commissioner
Scott Byrne, Superintendent of Planning

Meeting of April 18, 1972 RESOLUTION #398-72

WHEREAS, JACK L. SEGAL, by petition verified the 24th day of November, 1971, heretofore petitioned the Town Board of the Town of Oyster Bay for special permission to JACK L. SEGAL, to continue the conduct of the practice of dentistry, whether he continues to reside there or not, from the premises described in said petition; and

WHEREAS, a duly advertised public hearing on the said petition was held by the Town Board at Town Hall, Oyster Bay, Nassau County, New York, on the 29th day of February, 1972, at which hearing parties interested in the subject matter were given an opportunity to be heard; and

WHEREAS, Stuart E. Davis, Esq. , attorney for the petitioner, appeared in support of the application and all parties interested in the subject matter and desiring to be heard were given an opportunity to be heard; and

WHEREAS, from the relevant facts and circumstances adduced at the hearing and from information within the personal knowledge of the members thereof, the Town Board finds that the granting of the application upon a full compliance with the conditions and provisions hereinafter set forth will not be detrimental to the health, safety or general welfare of the community nor inconsistent with or contrary to the purpose and intent of the Building Zone Ordinances of the Town of Oyster Bay, and will not adversely affect the character of or the market value of the properties in the area, and will fill a need in the area; that the granting of the application as mentioned will not result in any increased or unnecessary noise or parking in the area and will not increase the traffic or interfere with or affect the flow thereof in the area, and such granting of the application will in no way interfere with the peace and quiet of the community nor endanger the safety and welfare of its inhabitants,

NOW, THEREFORE, BE IT RESOLVED, That special permission be and the same is hereby GRANTED to JACK L. SEGAL to continue the conduct of the practice of dentistry, whether he continues to reside there or not, from the premises located at Massapequa, New York, on the westerly side of Block Boulevard distant approximately 205 feet from the southerly side of Michele Terrace and distant approximately 72 feet from the northerly side of Merrick Road and being 65 feet wide, front and rear, and 120 feet deep on both sides and being known as 5 Block Boulevard, Massapequa, New York;

and a description of which is more fully set forth in the petition herein; and said special permission is granted upon the full compliance, in all respects, with the following conditions and provisions:

1. There shall be no changes, alterations or additions to the exterior of the building presently located on the subject premises.
2. The exterior of the said building on the subject premises shall be put, kept and maintained in good and sufficient repair and condition, and shall be maintained suitably and properly landscaped.
3. The use of the subject premises shall be limited and restricted to the practice of dentistry, only by said petitioner, JACK L. SEGAL, and no others as partners, associates, or otherwise; and such use shall not run with the land and shall not be transferred.

4. That the present tenants, Mrs. Mary Aganina and children may continue their occupancy, but, upon their removal from the subject premises, said premises shall not be occupied as or for any person or persons except the professional petitioner himself together with the immediate members of his family.

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

Supervisor Burke	Aye
Councilman Christ	Aye
Councilman Yevoli	Aye
Councilman Doolittle	Aye
Councilman Saladino	Aye
Councilman Mosca	Abstaining
Councilman Carman	Aye

RESOLUTION NO. 995-87

Meeting of October 6, 1987

WHEREAS, JACK L. SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S., heretofore petitioned the Town Board of the Town of Oyster Bay for Modification of Restrictive Covenants imposed by Resolution No. 398-72 dated April 18, 1972 at Massapequa, New York (w/s of Block Boulevard, n/o intersection of Block Boulevard and Merrick Road; premises known as #5 Block Boulevard; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on July 14, 1987, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, Anthony Cincotta, Esq., of counsel, appeared in support of the application; and

WHEREAS, THE Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Commission, which reported that this application would not have a significant effect on the environment, did by Resolution No. 309-87, dated March 31, 1987, declare and find that the proposed actions in the petition constitute a Negative Declaration, in accordance with the New York State Environmental Conservation Law and its applicable regulations thereon; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the public hearing and from the facts and information within the personal knowledge of the members of the Town Board, that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application subject to the covenants, restrictions and provisions herein imposed upon said premises will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the petition of JACK L. SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S. for Modification of Restrictive Covenants imposed by Resolution No. 398-72 dated April 18, 1972 on the premises situated at #5 Block Boulevard, Massapequa, New York, be and the same is hereby GRANTED, and the Building Zone Map of the Town of Oyster Bay, Nassau County, New York, as amended and revised, be and the same is hereby amended and changed accordingly, on the premises described as follows:

Approved as to Form
Town Attorney

SCHEDULE "A"

ALL that certain plot, piece or parcel of land with the buildings and improvements thereof erected, situate, lying and being at Massapequa, Town of Oyster Bay, County of Nassau and State of New York, known and designated as Lot 11 in Block 172 on a certain map entitled "Map of Crown Village, Section No. 2, situate at Massapequa, L.I., Nassau County, New York, and surveyed in May

1952 by Baldwin & Cornelius Co., Civil Engineers and Surveyors, Freeport, New York" and filed in the Office of the Clerk of the County of Nassau on October 10, 1952 as Map No. 5582; which said lot is more particularly bounded and described according to said map as follows:

BEGINNING at a point on the westerly side of Block Boulevard, distant 205.14 feet southerly from the extreme southerly end of the arc of a curve connecting the westerly side of Block Boulevard with the southerly side of Michelle Terrace;

RUNNING THENCE southerly along the westerly side of Block Boulevard 65 feet;

RUNNING THENCE westerly at right angles to Block Boulevard 120 feet;

RUNNING THENCE northerly parallel with Block Boulevard 65 feet;

RUNNING THENCE easterly at right angles to Block Boulevard 120 feet to the westerly side of Block Boulevard at the point or place of BEGINNING.

SAID premises being further identified as Section 53, Block 172, Lot No. 11 on the Land the Tax Map of the County of Nassau; and known by the street address as 5 Block Boulevard, Massapequa, New York.

The Modification of Restrictive Covenants herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by JACK SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S., as set forth in a written instrument to be duly recorded in the Office of the Clerk of Nassau County; and this Resolution shall become effective upon such recording.

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

Supervisor Colby	Abstaining
Councilman Hogan	Aye
Councilman Diamond	Absent
Councilman Clark	Aye
Councilman Hynes	Absent
Councilman Venditto	Aye
Councilman Delligatti	Aye

cc: Supervisor
Town Board
Town Attorney
Comptroller (2)
Plan. & Dev. (cert.) - 2 -
Building Div.

STATE OF NEW YORK,
COUNTY OF NASSAU,
TOWN OF OYSTER BAY } ss.:

I, ~~ANNE ROSEBROOK, Deputy Town Clerk~~
~~HEREBY CERTIFY THAT I HAVE~~
FANNY CORSENTINO } Deputy Town Clerk of the Town of Oyster Bay, and custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the annexed with the original Resolution No. 995-87 adopted by the Town Board on October 6, 1987 approving the application of JACK L. SEGAL, BARBARA SEGAL & ALLAN MOHR, D.D.S. - Modification of Restrictive Covenants, Massapequa, N.Y. (45 Block Boulevard).
filed in the Town Clerk's Office
and that the same is a true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed my name and affixed the seal of said Town this 9th day of October 1987.

Fanny Corsentino
Deputy Town Clerk.

TC-7

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, dated the day of 1987, by JACK L. SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S., of the premises described in Schedule "A" do hereby declare and witnesseth:

That said Declarants, JACK L. SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S., petitioned the Town Board of the Town of Oyster Bay for Modification of Restrictive Covenants imposed by Resolution No. 398-72 dated April 18, 1987 at Massapequa, New York w/s of Block Boulevard, n/o intersection of Block Boulevard and Merrick Road; ~~premises known as #5 Block Boulevard~~; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on July 14, 1987, upon this application for the aforementioned Modification of Restrictive Covenants; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 995-87, dated October 6, 1987, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, JACK L. SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S., for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A", and for the benefit and protection of persons and property in the area, and in order to protect the health, welfare and safety of present and future residents, do hereby voluntarily impose the following covenants and restrictions which will run with the land and be binding upon said owners, their successors or assigns,

NOW, THEREFORE, said Declarants, JACK L. SEGAL, BARBARA SEGAL and ALLAN MOHR, D.D.S., do hereby covenant and declare as follows:

1. That there shall be no changes, alterations or additions to the exterior of the building presently located on the subject premises.

2. The exterior of the said building on the subject premises shall be put, kept and maintained in good and sufficient repair and condition, and shall be maintained suitably and properly lansaped.

3. There shall be installed and continuously maintained a stockade fence along the northerly property line abutting a residential use with 6' hemlocks planted 4' on center along the length of said fence.

4. The use of the subject premises shall be limited and restricted to the practice of dentistry, only by Dr. Allan Mohr, as requested by the petitioners herein, and no others as partners, associates or otherwise; and such use shall not run with the land and shall not be tranferred.

Approved as to Form
Town Attorney

5. That the practice of Dr. Allan Mohr shall not be expanded to include more than the three dentists chairs already installed in the subject premises.

6. That the subject premises be used solely for the practice of dentistry and no commercial or residential tenants shall occupy any portion of the subject premises.

7. That in the event of any violation or attempted violation of any kind of the restrictions, covenants or provisions contained herein or previously imposed, or any public law, ordinance or regulation, and failure of Dr. Allan Mohr to remedy such violation or attempted violation, within thirty (30) days notice by the Town, the Town shall have the right to rescind forthwith the relief granted herein.

8. There shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health, and any and all other agencies or departments of the Town of Oyster Bay, County of Nassau, State of New York and/or the United States of America.

9. That the covenants, restrictions and provisions recited herein may only be changed, modified or terminated by Town Board resolution.

SCHEDULE "A"

ALL that certain plot, piece or parcel of land with the buildings and improvements thereof erected, situate, lying and being at Massapequa, Town of Oyster Bay, County of Nassau and State of New York, known and designated as Lot 11 in Block 172 on a certain map entitnted "Map of Crown Village, Section No. 2, situate at Massapequa, L.I., Nassau County, New York, and surveyed in May 1952 by Baldwin & Cornelius Co., Civil Engineers and Surveyors, Freeport, New York" and filed in the Office of the Clerk of the County of Nassau on October 10, 1952 as Map No. 5582; which said lot is more particulary bounded and described according to said map as follows:

BEGINNING at a point on the westerly side of Block Boulevard, distant 205.14 feet southerly from the extreme southerly end of the arc of a curve connecting the westerly side of Block Boulevard with the southerly side of Michell Terrace;

RUNNING THENCE southerly along the westerly side of Block Boulevard 65 feet;

RUNNING THENCE westerly at right angles to Block Boulevard 120 feet;

RUNNING THENCE northerly parallel with Block Boulevard 65 feet;

RUNNING THENCE easterly at right angles to Block Boulevard 120 feet to the westerly side of Block Boulevard at the point or place of BEGINNING.

SAID premises being further identified as Section 53, Block 172, Lot No. 11 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the parties hereto have duly executed this DECLARATION OF RESTRICTIVE COVENANTS this day of , 1987.

JACK L. SEGAL

BARBARA SEGAL

ALLAN MOHR, D.D.S.

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

On this day of 1987, before me personally came JACK L. SEGAL, to me known, who being by me duly sworn, did depose and say that he resides at , and that he signed his name to the foregoing instrument.

Notary Public

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

On this day of , 1987, before me personally came BARBARA SEGAL, to me known, who being by me duly sworn, did depose and say that she resides at and that she signed her name to the foregoing instrument.

Notary Public

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

On this day of , 1987, before me personally came ALLAN MOHR, D.D.S., to me known, who being by me duly sworn, did depose and say that he resides at and that he signed his name to the foregoing instrument.

Notary Public

Certificate of Occupancy

Town of Oyster Bay Department of Planning and Development

Division of Building, 74 Audrey Avenue, Oyster Bay, New York 11771

No. A 57849
12/14/2005

Property Owner Information
ALLAN MOHR, 5 BLOCK BLVD MASSAPEQUA PARK, NY 11762

Property Information:	SD	Section	Block	Lot(s)	Zone
	23	53	172	11	R17

Located on	Side of	Feet		of	Post Office
		0.00000			

Address of Installation: 5 BLOCK BLVD MASSAPEQUA, NY 11758

Appl. No.	Permit No.	Permit Date	Receipt No.	Z.B.A. No.	Date	Town Board No.	Date	CA No.	Elec No.
1091	R34441	07/15/2005	H278291		/ /		/ /	G45341	2069227

Work Completed

R34441-A 1,570 sq. ft. Interior Alterations to An Existing Two Story (Type 5B) (B) Dental Office to Accommodte Use for Dr. Alan Mohr, DDS on First Floor Only and A Wood Handicap Ramp to Rear Entrance.

This certifies that the above construction conforms with the approved plans and codes of the Town of Oyster Bay and the New York State Fire Prevention and Building Code.

TOBDPD Certificate of Occupancy - SBL Copy

initials

Commissioner, Department of Planning and Development

Certificate of Occupancy

Town of Oyster Bay Department of Planning and Development

Division of Building, 74 Audrey Avenue, Oyster Bay, New York 11771

No. A 57849
12/14/2005

Property Owner Information
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	23	53	172	11	R17

Located on	Side of	Feet		of	Post Office
		0.00000			

Address of Installation: 5 BLOCK BLVD MASSAPEQUA, NY 11758

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This certifies that the above construction conforms with the approved plans and codes of the Town of Oyster Bay and the New York State Fire Prevention and Building Code.

TOBDPD Certificate of Occupancy - SBL Copy

initials

Commissioner, Department of Planning and Development

No. 52-7248

Certificate of Occupancy

BUILDING DEPARTMENT, TOWN OF OYSTER BAY
OYSTER BAY, NEW YORK

Date 5-18-53

This Certifies That the building located in Block No. 172 Lots No. 11 Sec. No. 53

Tax Map of Town of Oyster Hay, address Herbel Realty Corp., Massapequa

conforms substantially to the approved plans on file in this office, Permit No. 52-7248 Date 10-20-52

and to all requirements of the Zoning Ordinance and Building Code of the Town of Oyster Bay, Nassau County, N.Y.

ZONE D OCCUPANCY NY Board of Fire Underwriters N361163 issued

~~5-8-52 located w/s Block Blvd. 72.26' n/o Merrick Rd., Massapequa~~

This Certificate issued to Non dwelling located w/s Block Blvd. 72.26' north

of the aforesaid building

Merrick Rd., Massapequa

Address

Herbel Realty Corp.

OWNER - BUILDER - ARCHITECT

Karl Kramer

BUILDING INSPECTOR

CERTIFICATE OF OCCUPANCY

No. A [illegible]

TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF BUILDING
TOWN HALL, AUDREY AVENUE
OYSTER BAY, N.Y. 11771

ISSUED TO OWNER

DATE [illegible]

NAME [illegible]
STREET ADDRESS [illegible]
POST OFFICE [illegible] NY 11758
FOR BUILDING LOCATED ON THE TAX MAP OF THE TOWN OF OYSTER BAY IN

BUILDING PERMIT No. [illegible]
APPLICATION No. [illegible]
RECEIPT No. [illegible]
PERMIT DATE [illegible]
APPEAL BOARD No. [illegible]

SECTION	BLOCK	LOTS	Zone
[illegible]	172	11	D

This CERTIFIES that the Building located at [illegible]

was constructed substantially in accordance with the plans filed for the above Building Permit and to all requirements of The Building Zone Ordinance and The Building Code of the Town of Oyster Bay and the occupancy is limited to the following use: Class [illegible]

[illegible]

SHOULD THE OCCUPANCY CHANGE FROM THE ABOVE LIMITATION OF USE, APPLICATION MUST BE MADE FOR NEW CERTIFICATE.

PLUMBING APPROVAL No. [illegible]
UNDERWRITERS CERTIFICATE
N.B.F.U. No. [illegible]

DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF BUILDING

INTERIOR RENOVATION
FOR DENTAL OFFICE
5 BLOCK BOULEVARD
MASSAPEQUA PARK, NY 11762

53-172-11

FRANK G. RELF, ARCHITECT, P.C.

545 E. JERICHO TRNPK. HUNTINGTON STATION NY 11746 phone (631) 271-4432 fax (631) 271-4532

OWNER:
DR. ALLAN MOHR
5 BLOCK BOULEVARD
MASSAPEQUA PARK, NY 11762
tel: (516) 795-4615

ARCHITECT:
FRANK G. RELF AIA, P.C.
545 EAST JERICHO TURNPIKE
HUNTINGTON STATION, NY 11746
tel: (631) 271-4432
fax: (631) 271-4532

SURVEYORS:
A. PRESCOTT HALSEY
LAND SURVEYOR
MASSAPEQUA, NY

ZONING DATA:

ADDRESS: 5 BLOCK BOULEVARD, MASSAPEQUA PARK, NY
SECTION [illegible]
BLOCK [illegible]
LOT [illegible]
ZONE: [illegible]

[illegible]

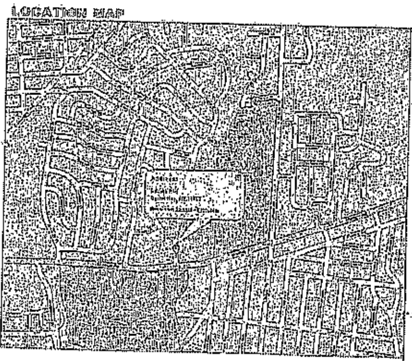
DRAWING SHEET INDEX

SH. #	SHEET TITLE
	TITLE SHEET
T-1	TITLE SHEET
	ARCHITECTURAL
A-1	FIRST FLOOR CONSTRUCTION PLAN, REFLECTED CEILING PLAN, TOILET ROOM ELEVATIONS, DOOR SCHEDULE, WALL LEGEND, [illegible]
[illegible]	CODE REVIEW AND OCCUPANCY CALCULATIONS

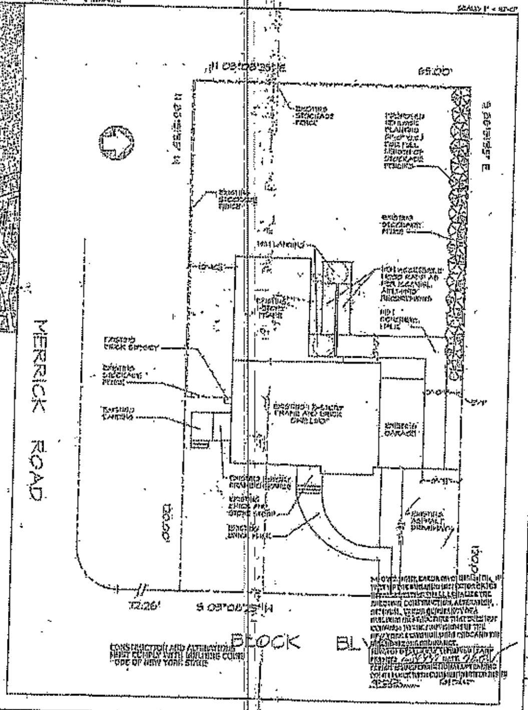
SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	SECTION TAG - SEE SHEET AS NOTED		FINISH TAG - SEE FINISH SCHEDULE [illegible]
	DETAIL TAG - SEE SHEET AS NOTED		WALL TAG - SEE WALL TYPE LEGEND
	ELEVATION [illegible]		GLAZING TAG - SEE GLAZING SCHEDULE [illegible]
	INTERIOR ELEVATION TAG - SEE SHEET AS NOTED		DOOR TAG - SEE DOOR SCHEDULE

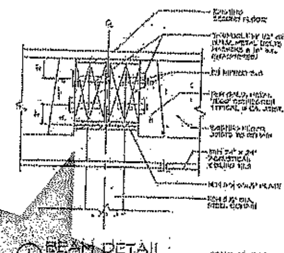
LOCATION MAP



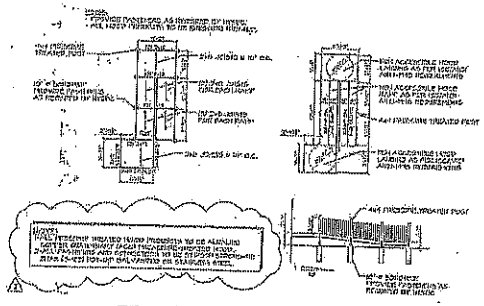
PLOT PLAN



CONSTRUCTION AND ALTERATIONS MUST COMPLY WITH BUILDING CODE OF NEW YORK STATE



BEAM DETAIL



PROPOSED RAMP DETAIL

THIS DRAWING, PREPARED FOR THE SPECIFIC PROJECT, [illegible] FRANK G. RELF, ARCHITECT, P.C.

DRAWING TITLE:
TITLE SHEET, LOCATION MAP, PLOT PLAN & DETAILS

SITE LOCATION:
DR. ALLAN MOHR
5 BLOCK BLVD.
MASSAPEQUA PARK, NY 11762

#	DATE	COMMENT
		ISSUED:

DRAWN BY: FGR
CHECKED BY: HJR

SCALE: AS NOTED

T-1

53-172-11

OCCUPANCY CALCULATIONS

AREA	[illegible]	OCCUPANTS
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	15
[illegible]	[illegible]	1
[illegible]		[illegible]

[illegible]

PLUMBING CODE CRITERIA

[illegible]

MECHANICAL CODE CRITERIA

[illegible]

SAFEGUARDS DURING CONSTRUCTION

[illegible]

GENERAL NOTES:

[illegible]

DRYWALL PARTITION NOTES:

[illegible]

MATERIALS:

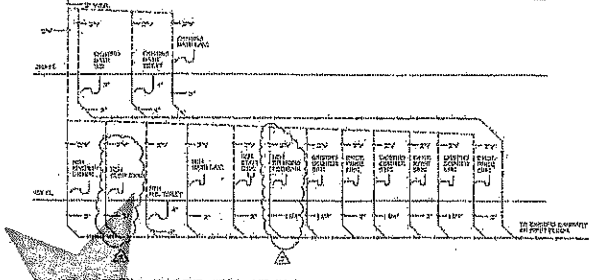
[illegible]

PREPARATION FOR PAINTING:

[illegible]

FINAL CLEAN UP:

[illegible]



PLUMBING RISER DIAGRAM

CONSTRUCTION AND ALTERATIONS MUST COMPLY WITH BUILDING CODE OF NEW YORK STATE

[illegible]

FRANK D. RELF, ARCHITECT, P.C.

THIS DRAWING, PREPARED FOR THE SPECIFIC PROJECT, [illegible] FRANK D. RELF, ARCHITECT, P.C.

DRAWING TITLE:
CODE REVIEW &
OCCUPANCY CALCULATIONS

SITE LOCATION:
DR. ALLAN KOHR
3 BLOCK BLVD.
MASSAPEQUA PARK, NY 11762

#	DATE	COMMENT
[illegible]	[illegible]	[illegible]

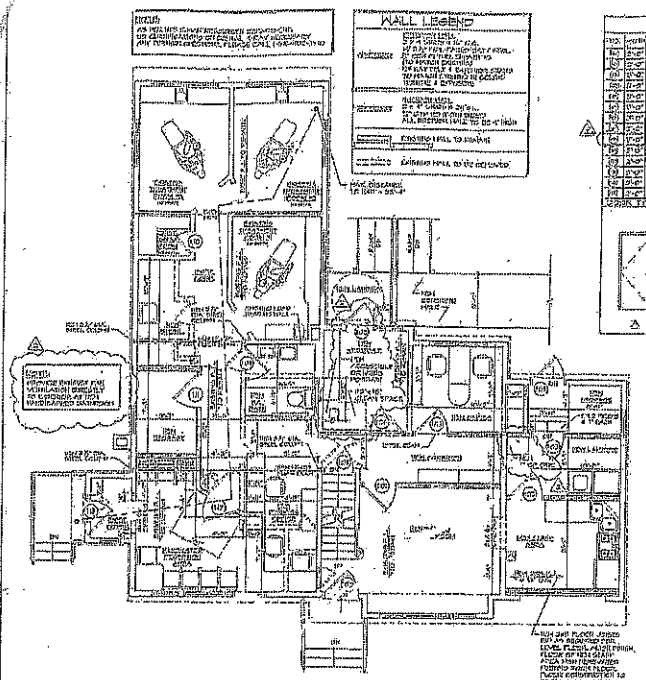
DRAWN BY: RDC.
CHECKED BY: [illegible]

PROJECT NO.: 240-010

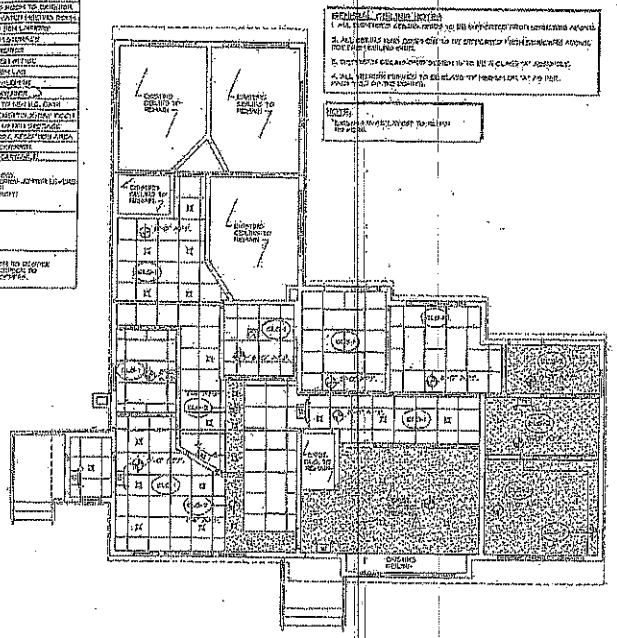
SCALE: AS NOTED

DATE: 04-12-09

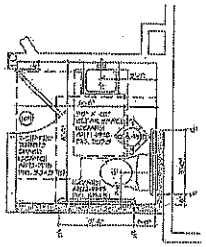
DRAWING NO.: N-1



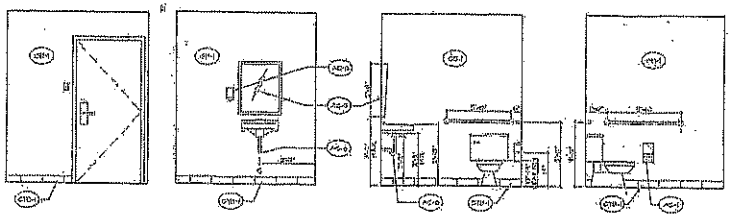
PROPOSED FIRST FLOOR PLAN



PROPOSED REFLECTED CEILING PLAN

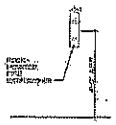


H.C. BATHROOM PLAN



ELEVATION "A" ELEVATION "B" ELEVATION "C" ELEVATION "D"

H.C. BATHROOM ELEVATIONS



FIRE EXTINGUISHER ELEVATION

ACCESSORY LEGEND

SYMBOL	DESCRIPTION
AC-1	SURFACE MOUNTED MULTI-ROLL TOILET TISSUE DISPENSER
AC-2	STAINLESS STEEL GRAB BAR 1-1/2" dia. SATIN FINISH SEE ELEVATION FOR LENGTH AND MOUNTING HEIGHTS
AC-3	SURFACE MOUNTED LIQUID SOAP DISPENSER
AC-4	24"x30" STAINLESS STEEL TILT MIRROR
AC-5	HANDY LAV-GUARD INSULATION KIT BY PLUMTEK - COLOR TO BE WHITE, PLUMBER TO COVER ALL EXPOSED DRAIN & SUPPLY PIPES, SHUT-OFFS & TRAPS.

NOTE: - ALL FIXTURES TO BE STAINLESS STEEL FINISH (B2260) EXCEPT AS NOTED OTHERWISE.

WALL FINISH LEGEND

SYMBOL	DESCRIPTION	COLOR
GB-1	(1) LAYER 5/8"GYP BD. TAPED & SPACKLED (2) COATS, (1) PRIMER, PAINT AS PER OWNER	TO BE SELECTED
P-1	ALKYD PAINT FOR METAL DOOR, FRAMES AND DOORS	TO BE SELECTED
CTB-1	4" x 12" TILE COVE BASE	TO BE SELECTED

GENERAL CONSTRUCTION
1. ALL FLOOR TILE TO BE SET AT THRESHOLD (TYPICAL) EXCEPT AS REQUIRED TO PROVIDE A SMOOTH FINISH.
2. ALL FLOOR FINISHES TO BE CLASS "B" (MIN.) AS PER TABLE 803.1 OF THE BC-NYS.

NOTE:
EXT. TO PROVIDE SOLID BLOCKING FOR FASTENERS, AS REQ'D TO SUPPORT ALL ACCESSORIES + FIXTURES. COORD. WITH ACCESSORIES PROV. + LICENSED CONTRACTOR.

NOTE:
EXT. TO VERIFY INSTALLATION HEIGHT OF GRAB BARS TO OVERALL HEIGHT OF TOILET WITH PLUMBING CONTRACTOR TO PROVIDE ADEQUATE AND PROPER CLEARANCE FOR ADA COMPLIANCE

CONSTRUCTION AND ALTERATIONS MUST COMPLY WITH BUILDING CODE OF NEW YORK STATE

FRANK G. IRLE, ARCHITECT, P.C.

FRANK G. IRLE, ARCHITECT, P.C.
ARCHITECTURE
PLANNING
INTERIOR DESIGN
CONSULTATION
ADMINISTRATION
SUPERVISION
ENERGY MANAGEMENT
ENVIRONMENTAL DESIGN
ADA COMPLIANCE

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PROJECT TITLE:
FIRST FLOOR PLAN, CEILING PLAN, ELEVATIONS, DETAILS, + LEGENDS

PROJECT LOCATION:
DR. ALLAN MOSER
18 BLOCK BLVD.
YAPHANK, NY 11980

REVISIONS:

#	DATE	REMARKS
A	5/08	[illegible]
B	7/08	[illegible]

#	DATE	REMARKS
C	10/11	[illegible]

SCALE: AS NOTED
DATE: 04-12-05
DRAWING: A-1

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, 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 January 1, 2022 through December 31, 2022, nunc pro tunc; and

WHEREAS, in 2021, Nelson, Pope and Voorhis, LLC, was authorized to review the Town's existing golf course properties to provide recommendations on future development, and Kathryn Eiseman, AICP, Partner/Division Manager, Nelson, Pope & Voorhis, LLC, by letter dated June 16, 2022, described the anticipated tasks for continuation of the Golf Course Planning Study for the year 2022 and requested that in consideration of the tasks to be undertaken, that an additional $20,000.00 be allocated for their activities; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 21, 2022, requested an increase in Town Board authorization of $20,000.00 for Nelson, Pope & Voorhis, LLC, to perform the consulting services under the aforementioned agreement for the year 2022, in regard to the review existing golf course properties within the Town so to provide recommendations on future development impacts; and

WHEREAS, the Inspector General has reviewed the proposed vendor's questionnaire, and is satisfied that the Town of Oyster Bay Procurement policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and an additional $20,000.00 is authorized for Nelson, Pope & Voorhis, LLC to provide the aforementioned consultant services for the Town; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PAD B 8020-44800-000-0000; and be it further

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

-#-

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

7

492

Town of Oyster Bay

Inter-Departmental Memo

June 21, 2022

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: INCREASE IN AUTHORIZATION
TOWN BOARD RESOLUTION NUMBER 325-2021
GENERAL PLANNING SERVICES
ACCOUNT NUMBER PAD B 8020 44800 000 0000

On February 8, 2022, the Town Board adopted Resolution Number 77-2022 authorizing to exercise the first one-year extension for Nelson, Pope & Voorhis, LLC (NP&V) to perform Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay during a period from January 1, 2022 through December 31, 2022.

In 2021, Nelson, Pope and Voorhis was authorized to review the Town's existing golf course properties to provide recommendations on future development impacts. Attached please find a proposal from Nelson, Pope and Voorhis, LLC dated June 16, 2022 in the amount of $20,000.00 to complete the draft Golf Course Planning Study.

This Department is respectfully seeking approval of the Town Board to authorize an increase of $20,000.00 for calendar year 2022 as indicated in the attached letter from NP&V dated June 16, 2022. These services are required in order to complete the draft code modifications for presentation to the Town Board at a public hearing.

The office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Funds are available in Account Number PAD B 8020 44800 000 0000 to satisfy these services.

Elizabeth L Maccarone

ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dm
cc: Legislative Affairs

Meeting of February 8, 2022 Resolution No.77-2022

WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized the Town to enter into an agreement with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover and Cameron Engineering & Associates, LLP to assist with General Planning Services for a period commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated January 20, 2022, requested Town Board authorization to exercise the first one-year extension, for the period January 1, 2022 through and including December 31, 2022; and

Reviewed By
Office of Town Attorney

WHEREAS, Commissioner Maccarone, by said memorandum, further advised that the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the agreement with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover, and Cameron Engineering & Associates, LLP to assist with General Planning Services is hereby extended for the period January 1, 2022 through and including December 31, 2022, nunc pro tunc.

-#-

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 June 15, 2021 Resolution No. 325-2021

WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized Nelson, Pope & Voorhis, LLC to perform Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay during the period from May 5, 2021 through December 31, 2021; and

WHEREAS, Nelson, Pope & Voorhis, LLC, by letter dated May 11, 2021, described the scope of work to be performed regarding their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs; and

WHEREAS, Commissioner Maccarone, by memorandum dated May 27, 2021, requested that the Town Board authorize an encumbrance order, in an amount not to exceed $48,000.00, to pay Nelson, Pope and Voorhis, LLC for consultant services in connection with their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs, with funding to satisfy said costs available in Account No. PAD-B 8020 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board approves an encumbrance order in an amount not to exceed $48,000.00 to pay Nelson, Pope & Voorhis, LLC for consultant services in connection with their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs; and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed $48,000.00, to satisfy said consulting services costs, with funds to be drawn from Account No. PAD-B 8020 44800 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	Recused
Councilman Imbroto	Nay
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

NELSON POPE VOORHIS
environmental • land use • planning

June 16, 2022

Elizabeth L. Maccarone, Commissioner
Town of Oyster Bay
Department of Planning and Development
74 Audrey Avenue
Oyster Bay, NY 11771

Re: Golf Course Planning Study
Additional Services for 2022

Dear Commissioner Maccarone:

As you are aware, Nelson, Pope & Voorhis, LLC (NPV) has been assisting the Department of Planning & Development (P&D) in undertaking a planning study of the private golf courses in the Town of Oyster Bay to identify important environmental features on these properties, determine potential development under existing zoning, assess the impacts that may be associated with such build-out development, and identify mechanisms to minimize these impacts. This correspondence respectfully requests authorization for ongoing work for this project in 2022.

The following is an outline of anticipated tasks for continuation of the Golf Course Planning Study this year:

- **Finalization of the Golf Course Planning Study Report** – The draft Report will be completed for submission to the Office of the Town Attorney (TA) based on final input. Revisions to address any input received from the Town will be made to finalize the Report for consideration by the Town Board.

- **Local Laws** – NPV will prepare draft local laws for implementation of the recommendations of the Planning Study. It is anticipated that these draft local laws will initially be prepared for review by P&D and DER, which have provided technical support in NPV's preparation of the draft Planning Report and are familiar with the Report's findings and recommendations. The initial draft version of the local laws will be revised based on any input received from P&D and other departments as necessary and NPV will work with the TA's Office to finalize the proposed local laws for consideration by the Town Board. Based on the recommendations in the current version of the Planning Report, it is expected that the local laws to be drafted will include the following:
  - Parcel-specific zoning changes
  - Revisions to the Recreation Zoning District, as necessary, to ensure consistency with the recommended parcel-specific zoning changes
  - Revisions to the existing Conservation Subdivision legislation to require clustered development of all golf course properties in the Town
  - Establishment of yield deductions for environmental features (i.e., wetlands and steep slopes) on properties proposed for development

- Review of the entire Zoning Code to ensure internal consistency with the recommendations enumerated above.

- **Meetings, Hearings and Consultations** – Meetings with P&D and other Town Departments to finalize the report, prepare draft and final local laws, and in preparation for the public hearing. For the public hearing, NPV will prepare a presentation with a concise summary of the purpose, methodologies, analysis, findings, conclusions and recommendations set forth in the Planning Study and as appropriate, prepare graphics for display boards for use at the public hearing.

In consideration of the forgoing tasks scheduled to be undertaken this year to complete the Private Golf Course Planning Study and its implementation, it is respectfully request that additional budget be allocated in the amount of $20,000 through the end of 2022.

If you have any questions, please feel free to call (631) 427-5665 ext. 208 or contact me by email at keiseman@nelsonpopevoorhis.com.

Respectfully submitted,

Nelson Pope Voorhis

Kathryn Eiseman, AICP

Partner/Division Manager

WHEREAS, by Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC09-22, On-Call Civil Engineering Services relative to Site Development, with N&P Engineers, Architecture and Land Surveying, PLLC, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Kathryn J. Eiseman, AICP, Nelson, Pope & Voorhis, LLC, by letter dated December 16, 2021, set forth the scope of work to be performed by N&P Engineering, Architecture and Land Surveying, PLLC under Contract No. PWC09-22, relative to Site Development Services for a private golf course study within the Town of Oyster Bay; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 17, 2022, requested Town Board authorization for N&P Engineering, Architecture and Land Surveying, PLLC, to provide the aforesaid On-Call Engineering Services under Contract PWC09-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed $13,750.00 for this purpose, with funds available for payment in Account No. DER A 8090 44500 000 0000; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and N&P Engineering, Architecture and Land Surveying, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC09-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $13,750.00 for this purpose, with funds available for payment in Account No. DER A 8090 44500 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

493

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

June 17, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO: SITE DEVELOPMENT
CONTRACT NO. PWC-09-22
ACCOUNT NO. DER A 8090 44500 000 0000

The consultant, N&P Engineering, Architecture and Land Surveying, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC09-22 by Resolution No. 741-2021 for the subject project.

Attached is a letter dated December 16, 2021 from N&P Engineering, Architecture and Land Surveying, PLLC, regarding the scope of work being performed in an amount not to exceed $13,750.00, relative to the seven (7) private Golf Courses throughout the Town of Oyster Bay.

Attached is an availability of funds in the amount of $13,750.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER A 8090 44500 000 0000.

The Office of the Inspector General has reviewed the contract and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution, N&P Engineering, Architecture and Land Surveying, PLLC, under Contract No. PWC09-22, On-Call Engineering Services Relative to Site Development 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/JCT/MR/HAS/lk
Attachments

cc: Steven Ballas, Comptroller
George Baptista, Deputy Commissioner/DER

PWC09-22 DOCKET Consultant STUDY Fee to N&P

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

Requesting Division/Department: Department of Environmental Resources

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

Contract Number: PWC09-22

Contract Period: 1/1/2022 - 12/31/2023

Consultant/Contractor: N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC

Discipline: SITE DEVELOPMENT

Total Authorization: $13,750.00

Resolution No.: 741-2021 Date: 12/7/2021

Funded To Date: $0.00

Amount Requested: $13,750.00

Account To Be Used: DER A 8090 44500 000 0000

If Capital Account, State The Related Contract Number:

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.

SITE DEVELOPMENT SERVICES FOR PRIVATE GOLF COURSE STUDY

TOWN OF OYSTER BAY, NEW YORK

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

Required 50% Performance Bond For This Request In Effect: Yes [ ] No [ ] N/A [X]

Amount of Bond $

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature	Signature
Title	Title: Commissioner of Public Works
Date: 6/17/22	Date: 6/16/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested: 13,750.00

Unencumbered Balance: 23,000.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes [X] No [ ]

Signature: Date: 6/16/22

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. PWC09-22 Contract End 12/31/2023

Commencement Date 1/1/2022

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

Vendor Name and Address

N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC

70 MAXESS ROAD

MELVILLE, NEW YORK 11747

Requesting Town Department DIVISION OF ENGINEERING

Contact HANS STRONSTAD Phone 516-677-5852

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

SITE DEVELOPMENT SERVICES FOR PRIVATE GOLF COURSE STUDY

SEQR FOR SEVEN(7) PRIVATE GOLF COURSE PROPERTIES IN TOWN OF OYSTER BAY

TOWN OF OYSTER BAY, NEW YORK

This work order shall not exceed $ $13,750

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

Requesting Division/Department

Signature

Title DEPUTY COMMISSIONER

Date 6.7.2022

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date 6/16/22

Meeting of December 7, 2021 Resolution No. 741-2021

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 Site Development was issued in accordance with the specifications contained in Contract No. PWC09-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) 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 Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, The office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been 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. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

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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

NELSON POPE VOORHIS
environmental • land use • planning

December 16, 2021

Louis G. Savinetti, Commissioner
Town of Oyster Bay
Department of Environmental Resources
29 Spring Street
Oyster Bay, NY 11771

Attention: ~~George Baptista, Deputy Commissioner~~
Julia Schneider, AICP, CPESC, Director of TEQR

Re: Town of Oyster Bay Private Golf Course Study
State Environmental Quality Review (SEQR)

Dear Commissioner Savinetti:

As discussed, Nelson, Pope & Voorhis, LLC (NPV) is submitting this proposal to provide the Department of Environmental Resources (DER) with technical assistance in completing the requisite SEQR review and associated services in connection with the study that is being prepared by NPV to examine the private golf courses within the unincorporated area of the Town of Oyster Bay (the "Town"). This Private Golf Course Study is being undertaken through the Department of Planning & Development.

The Private Golf Course Planning Study involves analysis of the seven private golf course properties in the Town (Glen Head Country Club, Meadow Brook Club, Pine Hollow Country Club, Peninsula Golf Club, North Shore Country Club, Nassau Country Club, and Engineers Country Club) to characterize the environmental resources contained on each site, review the Town Code to determine whether the existing Code provisions are adequately protective of these resources, and formulate recommendations for Code amendments as appropriate to enhance the protection of important resources on the golf courses.

Implementation of the recommendations of the Private Golf Course Planning Study (the "Proposed Action") generally is expected to take the form of Code amendments enacted by the Town Board. Such Code amendments are defined as actions under SEQR and would be required to undergo review pursuant to provisions of the SEQR regulations, at 6 NYCRR Part 617, to evaluate the potential for significant environmental impacts. This proposal describes the steps that would be necessary under SEQR if it is determined that the Proposed Action does not entail potentially significant impacts, in which case the adoption of a Negative Declaration would be appropriate and sufficient to conclude the SEQR process.

The attached Scope of Services and Fee Estimate presents NPV's proposal for tasks to be undertaken and the associated fees to complete the SEQR review of the Proposed Action and associated services.

We appreciate the opportunity to submit this proposal to provide DER with technical assistance in this important project.

Please do not hesitate to let us know if you have any questions.

Respectfully submitted,
NELSON, POPE & VOORHIS, LLC

Kathryn J. Eiseman, AICP

Partner

SCOPE OF SERVICES AND FEE ESTIMATE
SEQR Review of Recommendations of Private Golf Course Study

NPV proposes the following scope of services and fee budget to provide the Town with technical assistance in completing the SEQR review process for the Proposed Action involving implementation by the Town Board of the recommendations of the Private Golf Course Planning Study which is being prepared by NPV for the Department of Planning & Development and which is anticipated to involve a series of local laws to amend the Town Zoning Code related to clustered development, protection of sensitive environmental resources, and Zoning Map Amendments for certain golf course properties.

TASK A. SEQR Review and Documentation

1. Preparation of Full Environmental Assessment Form (EAF) Part 1 – NPV will complete the EAF-Part 1, including detailed, additional information in as necessary to fully describe the Proposed Action.
2. Preparation of the EAF-Part 2 – NPV will complete this checklist to assess potentially significant environmental impacts associated with the Proposed Action.
3. Preparation of the EAF-Part 3 – NPV will complete this form, including a detailed narrative analyzing the potential environmental impacts associated with the Proposed Action under the 18 assessment parameters enumerated in the EAF-Part 2.
4. Preparation of draft recommendation for Negative Declaration – NPV will prepare a memorandum for DER's use to submit to the Town Board with a recommendation for SEQR determination of significance in accordance with DER's usual procedures.[1]
5. Finalization of SEQR determination of significance – NPV will prepare correspondence or other documentation as requested by DER in support of DER's final recommendation to Town Board for a determination of significance for the Proposed Action.
6. Identification of involved and interested agencies and prepare list of contact information; preparation of template language for agency coordination for transmittal on Town letterhead/ and preparation of ENB form for use by DER to transmit to NYSDEC via Town email address as directed by DER.

The fee estimate presented below assumes that draft SEQRA documents will be submitted for DER's review, and that that these documents will be revised and finalized based on a single round of comments from DER.

[1] It is assumed for the purposes of this proposal that the issuance of a Negative Declaration will be justified based on the assessment performed in completing the EAF, Parts 1-3. If it is decided that a Positive Declaration is warranted, NPV will submit a follow-up proposal for supplemental services.

TASK B. Hearings, Meetings, Conferences, Consultation and Coordination

NPV will coordinate with DER and other Town Departments as necessary; prepare for and attend Town-authorized meetings, conferences and phone calls, and prepare requested memorandums in regard to same; and prepare for, attend and give a presentation at a Town Board hearing on the Proposed Action.

FEE BUDGET:		
Task A – SEQRA Review/Documentation		**$ 8,250**
Task B – Hearings, Meeting, etc.		**$ 5,500**
TOTAL BUDGET:	**$**	**$13,750**

Note: Billing will be based on hours in accordance with the Fee provisions of the "On-Call" agreement.

WHEREAS, by Resolution No. 748-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC20-22, On-Call Civil Engineering Services relative to the Town of Oyster Bay's Tank Management Program, with D&B Engineers and Architects, DPC, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Steven A. Fangmann, P.E., BCEE, President and CEO, D&B Engineers and Architects, DPC, by letter dated May 19, 2022, set forth the scope of work to be performed under Contract No. PWC20-22, relative to routine compliance with regulations for all petroleum and chemical storage tanks at all Department of Parks facilities, and requested approval to utilize G&M Dege, Inc. as a sub-consultant for said project; and

Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 17, 2022, requested Town Board authorization for D&B Engineers and Architects, DPC, to provide the aforesaid On-Call Engineering Services under Contract PWC20-22, and that G&M Dege, Inc. be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed $43,500.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001, Project ID: 2202 PKSA-08; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and D&B Engineers and Architects, DPC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC20-22, and G&M Dege, Inc. is hereby authorized to be a sub-consultant for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $43,500.00 for these purposes, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001.

-#-

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

494

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

June 17, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST AND USE OF SUB-CONSULTANT
TANK MANAGEMENT
CONTRACT NO. PWC 20-22
ACCOUNT NO.: PKS-H-7197-20000-000-2202-001
PROJECT ID: 2202 PKSA-08

The consultant, D & B Engineers and Architects, DPC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 20-22 by Resolution No. 748-2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated May 19, 2022 from D & B Engineers and Architects, DPC regarding the scope of work to be performed in an amount not to exceed $43,500.00. Services to be performed include assisting the Town with Community Park Spill Prevention Reports, Tank Registrations, Routine CBS & PBS Tank Systems Inspections, Reporting and Registrations and Testing Subcontractor Pass-along Costs In addition, it is requested that G&M Dege, Inc .be approved as a sub-consultant for compliance testing and repairs.

Attached is an availability of funds in the amount of $43,500.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-2202-001 Project ID: 2202 PKSA-08

The Office of the Inspector General has reviewed the Contract and the proposed vendors' and sub-consultants disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize by Resolution, D & B Engineers and Architects, DPC under Contract No. PWC 20-22 for On-Call Engineering Services Relative to Tank Management and G&M Dege, Inc.be approved as a sub-consultant 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/JG/MR/SC/nm

Attachment

cc: Steven C. Ballas, Comptroller
Joseph G. Pinto, Commisioner/Parks

PWC 20-22 - D&B - ON CALL SERVICE REQUEST & SUB_43,500

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

Requesting Division/Department: Parks

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

Contract Number: PWC 20-22

Contract Period: 01/01/22 - 12/31/23

Consultant/Contractor: D & B Engineers and Architects, DPC.

Discipline: Tank Management

Total Authorization: $103,500.00

Resolution No.: 748-2021 Date: 12/7/2021

Funded To Date: $60,000.00

Amount Requested: $43,500.00

Account To Be Used: PKS-H-7197-20000-000-2202-001 2202PKSA-08

If Capital Account, State The Related Contract Number:

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.

routine compliance with regulations for

all petroleum and chemical storage tanks at all the Park's Department facilities

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

Required 50% Performance Bond For This Request In Effect: Yes [ ] No [ ] N/A [X]

Amount of Bond $

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature	Signature
Title: Commissioner of Parks	Title: Commissioner of Public Works
Date: June 14, 2022	Date: 6/15/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested: 43,500.00

Unemcumbered Balance: 485,301.49

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes [✓] No [ ]

Signature Date: 6/15/22

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. PWC 20-22 Contract End 12/31/2023

Commencement Date _____

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

Vendor Name and Address

D & B Engineers and Architects, DPC.

330 Crossways Park Drive

Woodbury, NY, 11797

Requesting Town Department DPW

Contact Sunita Chakraborti Phone (516) 677 - 5725

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

routine compliance with regulations for

all petroleum and chemical storage tanks at all the Park's Department facilities

This work order shall not exceed $ 43,500.00

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

Requesting Division/Department

Signature

Title Commissioner of Parks

Date June 14, 2022

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date 6/15/22

D&B ENGINEERS AND ARCHITECTS

330 Crossways Park Drive, Woodbury New York 11797
516-364-9890 • 718-460-3634 • Fax 516-364-9045 • www.db-eng.com

May 19, 2022

John Tassone, Deputy Commissioner
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791

Attn: Sunita Chakraborti
Engineering Division
Town of Oyster Bay Department of Public Works

Re: Town of Oyster Bay Community Parks
Bulk Storage Tank Registration and Compliance Assistance
TOB Contract No.: PWC 20-22, Resolution 748-2021

Dear Mr. Tassone:

As the Town's Tank Management Consultant under the above-referenced contract, we are pleased to submit this proposal to assist the Town with state and local regulatory compliance needs for chemical and petroleum bulk storage tank systems at facilities operated by the Town's Parks Department. Based upon our past work with these tank systems and our recent discussions with your staff, we have prepared our proposal to assist with several principal needs and activities, focused on assisting the Town's Parks Department with compliance with New York State Department of Environmental Conservation (NYSDEC) Chemical Bulk Storage (CBS) tank compliance and registration requirements, NYSDEC Petroleum Bulk Storage (PBS) compliance and Nassau County Department of Health (NCDH) Public Health Ordinance Article XV, Petroleum Bulk Storage Regulations. Through our past work assisting the Town and the Parks Department with storage tanks compliance, we are aware of several specific needs, and have additionally catered our proposal to assist with routine compliance with the above regulations for all petroleum and chemical storage tanks at all of the Parks Department's facilities in order to support the Town with future compliance requirements.

Based upon our discussions and past experience with assisting the Parks Department with bulk storage tank regulatory requirements, we are aware of the following specific issues that should be addressed:

- The need for the development of Spill Prevention Reports (SPRs) at Bethpage and Plainview-Old Bethpage Community Park Pools facilities for chlorine (sodium hypochlorite) storage systems.

- The need for compliance assistance, particularly routine storage tank systems inspection and reporting and related tank registration renewal through the NYSDEC, as required by

the CBS program and tanks systems present at the Marjorie Post and Syosset-Woodbury Parks.

- The need for regulatory review of existing petroleum bulk storage tank systems (particularly fuel oil storage) for routine functionality testing requirements, monitoring system repairs, tightness testing and related statutory code requirements.

In order to support the Town with these requirements under the current tank management contract, we propose the following detailed scope of work:

A. SCOPE OF WORK

Community Park Spill Prevention Reports and Tank Registrations

- D&B will visit each of the Bethpage Community Park Pool and the Plainview-Old Bethpage Community Park Pool facilities and prepare an SPR for each existing chlorine storage tank system to comply with the chemical bulk storage requirements of Title 6 NYCRR Part 598.1(k). D&B will review any available site plans and tank construction documentation available from the Town's records to prepare each SPR.

- D&B will prepare two (2) NYSDEC CBS tank registration application packages, one for each existing chlorine tank system, to represent the current configuration of the tanks and related systems. D&B will solicit the Town's comments on the draft SPR documents and registration materials for the existing chlorine tank systems at each facility, finalize the documents and submit to the NYSDEC along with related tank registration fees. We have estimated and included an anticipated value of $1,000 in this task to represent filing fees to be prepared by D&B on the Town's behalf for the Bethpage Community Park and Plainview-Old Bethpage Community Park CBS facilities.

Routine CBS Tank Systems Inspections, Reporting and Registrations

- D&B will visit each of the Marjorie Post Park and Syosset-Woodbury Park facilities to meet with the Parks Department and Department of Public Works staff to review requirements related to the routine inspection and reporting of CBS systems utilized for sodium hypochlorite (chlorine) storage for swimming pool disinfection. D&B will provide training to facility staff in the scheduling and completion of inspection events and related documentation as required by each of the existing CBS systems' SPR documents. Should the inspection and reporting requirements exceed the Town's capabilities, D&B will further assist the Town with performing and certifying these initial and subsequent inspections, subject to the available manpower effort represented in this proposal. Should additional needs or effort be required to assist the Parks Department

with these requirements beyond the limits of this proposal, a supplemental scope and funding request can be developed, as requested.

- D&B will assist the Parks Department with the completion of required registration of existing CBS systems for sodium hypochlorite (chlorine) storage at the Marjorie Post Park and Syosset-Woodbury Park facilities, including review and update of the existing SPR document, completion of routine inspection and reporting requirements and submission of elements of the updated SPR documents required by NYSDEC.

- D&B will assist with the preparation of tank registration fees assessed by the NYSDEC to address the renewal of existing chlorine tank system registrations at the Marjorie Post Park and Syosset-Woodbury Park facilities. We have estimated and included a value of $1,000 to represent filing fees to be prepared by D&B on the Town's behalf.

- Should similar assessment and training assistance be required to support the Town's staff at the Bethpage Community Park Pool and the Plainview-Old Bethpage Community Park Pool facilities, a separate proposal can be prepared to assist with these needs, as requested.

Routine PBS Tank Systems Inspections and Reporting

- D&B will coordinate with and accompany Department of Public Works staff to visit each of the Parks Departments facilities that include PBS tank systems, review existing tank construction documentation available from the Town's records, and develop compliance guidance documents to assist the Town with the ongoing task of maintaining compliance with regulatory criteria under the relevant state and local regulatory tank compliance programs. This exercise will include identification of requirements and development of required schedules for functionality testing, and identification of deficiencies or replacement requirements based upon each tank system's unique configuration and construction with respect to current regulations.

- D&B will partner with a third-party contractor, capable of performing the required functionality and tightness testing, maintaining testing compliance of all tanks with local regulators, and making tank related repairs as necessary to comply with regulations as applicable and required by the Town. Should additional needs or effort be required to assist the Parks Department with these third-party compliance requirements beyond the scope of this proposal, a supplemental scope and funding request can be developed, as requested.

- D&B assumes that all PBS tank systems requiring routine inspection are double walled tanks that have continuous electronic monitoring (tanks and piping).

- D&B also assumes that all PBS tank systems store heating oil for on-site consumption and would only be subject to Title 10 of 6 NYCRR Part 613 regulations.

B. FEES

The proposed fees to complete the above scope will be based upon time and expenses actually incurred in accordance with the terms of our on-call agreement with the Town and are based upon the technical approach and limitations described above and will not exceed the following values:

Community Park Spill Prevention Reports and Tank Registrations	$12,000
Routine CBS Tank Systems Inspections, Reporting and Registrations	$4,500
Routine PBS Tank Systems Inspections and Reporting	$15,000
Testing Subcontractor Pass-along Costs	$12,000
Total	**$43,500**

Other than the expenses listed above, direct expenses, including mileage, document reproduction and estimated tank registration fees (up to an estimated aggregate value of $2,000) to be paid by D&B on the Town's behalf are included in the above fees.

In development of our scope and effort, we assume that the Town can furnish existing site plans and chlorine room plans for our use in developing the SPR documents for the Bethpage Community Park Pool and the Plainview-Old Bethpage Community Park Pool facilities.

As mentioned previously, D&B intends to partner with a third-party contractor to complete the work related to the routine PBS tank system inspection and reporting. D&B intends to utilize the services of **G&M Dege, Inc.** as a specialty third-party contractor to perform the required compliance testing and repairs, and is hereby requesting the Town's approval of this third-party contractor.

If you have any questions regarding this proposal, please feel free to call me at (516) 364-9890, Ext. 3005.

Very truly yours,

Steven A. Fangmann, P.E., BCEE
President and CEO

SAF/FM/kb
cc: S. Chakraborti (TOB-DPW)
M. Russo (TOB-DPW)
P. Sachs (D&B)
♦PX11135\SAF051822JT-Ltr

Meeting of December 7, 2021 Resolution No. 748-2021

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 Tank Management Program was issued in accordance with the specifications contained in Contract No. PWC20-22 for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, six (6) 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 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 has selected D & B Engineers and Architects, DPC, LiRo Engineers, Inc., and H2M Engineers & Architects; and

WHEREAS, Commissioner Lenz, by said memorandum requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC20-22 On-Call Engineering Services relative to Tank Management Program with D & B Engineers and Architects, DPC, LiRo Engineers, Inc., and H2M Engineers & Architects 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 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. PWC20-22 with D & B Engineers and Architects, DPC, LiRo Engineers, Inc., and H2M Engineers & Architects 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

Meeting of July 12, 2022 Resolution No.495 -2022

WHEREAS, Salvatore Kelly, School Board Member, Saint Rose of Lima, 2 Bayview Avenue, Massapequa, New York 11758, by letter dated March 3, 2022 requested the use of one hundred (100) complete barricades, fifty (50) traffic cones, two (2) temporary handicap signs, and the temporary posting of "No Parking signs" on the east side of Bayview Avenue (between Merrick Road and Harbor Lane) and the north side of Morton Avenue (between Bayview Avenue and Biltmore Boulevard), from July 12, 2022 through July 25, 2022, for use at the Church of St. Rose of Lima's Annual Family Festival, to be held from Thursday, July 14, 2022 through Saturday, July 23, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated June 2, 2022, advised that the abovementioned equipment will not be required for use by the Town at that time, and that the Department of Public Works, Highway Division, has no objection to providing Saint Rose of Lima Church with one hundred (100) complete barricades, fifty (50) traffic cones, two (2) temporary handicap signs, and the temporary posting of "No Parking signs" on the east side of Bayview Avenue (between Merrick Road and Harbor Lane) and the north side of Morton Avenue (between Bayview Avenue and Biltmore Boulevard), from July 12, 2022 through July 25, 2022, for use at the Church of St. Rose of Lima's Annual Family Festival, to be held from Thursday, July 14, 2022 through Saturday, July 23, 2022, 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 approved, and the Department of Public Works, Highway Division, is hereby authorized and directed to provide Saint Rose of Lima Church with one hundred (100) complete barricades, fifty (50) traffic cones, two (2) temporary handicap signs, and the temporary posting of "No Parking signs" on the east side of Bayview Avenue (between Merrick Road and Harbor Lane) and the north side of Morton Avenue (between Bayview Avenue and Biltmore Boulevard), from July 12, 2022 through July 25, 2022, for use at the Church of St. Rose of Lima's Annual Family Festival, to be held from Thursday, July 14, 2022 through Saturday, July 23, 2022, 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 Highway Department, 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 Town property and equipment, and in the conduct of the aforesaid activity; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amount of $2,000,000 bodily injury and $1,000,000 property damage, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

Reviewed By
Office of Town Attorney

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforedescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

-#-

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

June 2, 2022

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

SUBJECT: CHURCH OF ST. ROSE OF LIMA, MASSAPEQUA
FAMILY FESTIVAL – TO BE HELD JULY 14TH – JULY 23RD, 2022

Enclosed please find a copy of the letter from Salvatore Kelly, Church of St. Rose of Lima School Board Member, requesting our assistance on behalf of Church of St. Rose of Lima in Massapequa in conducting their family festival from Thursday, July 14th through Saturday, July 23rd, 2022.

The Highway Department can readily supply one hundred (100) complete barricades, fifty (50) cones, and two (2) temporary handicap signs for this worthwhile event. They will be utilized from Tuesday, July 12th, 2022 through Monday, July 25th, 2022.

In addition, the committee is requesting "No Parking Anytime" signs be posted no later than Tuesday, July 12th, 2022 as follows:

BAYVIEW AVENUE – EAST SIDE – STARTING AT THE SOUTH C/L
OF MERRICK ROAD, SOUTH TO THE NORTH C/L OF HARBOUR LANE.
MORTON AVENUE – NORTH SIDE – STARTING AT THE WEST C/L OF
BAYVIEW AVENUE, WEST TO THE EAST C/L OF BILTMORE BLVD.

St. Rose of Lima is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

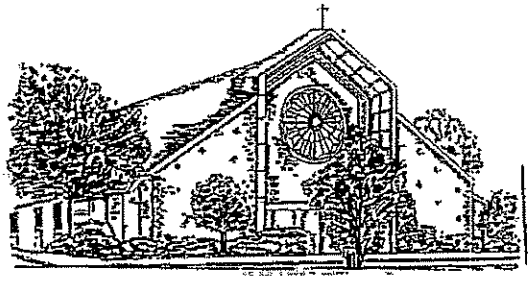
Also attached are a Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement to cover the event. Therefore, Town Board approval is requested.

JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT
JPB/kaz

C: Richard Lenz P.E., Commissioner of DPW
Peter Brown, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Dept. of Public Safety
Grace SantaMaria, Highway Administration

SB TEW

KM



St. Rose of Lima Church
2 Bayview Avenue, Massapequa, New York 11758
(516) 798-4992 Fax: (516) 795-7836 Website: http//www.stroseoflimaparish.org

Mr. Richard Lenz
Department of Public Works-Highway Department
150 Miller Place
Syosset, New York 11791-5603

March 3, 2022

Dear Mr. Lenz:

As summer is rapidly approaching the St. Rose Family Festival Committee would like to request the use of a supply of barricades, and road cones from the Town of Oyster Bay. As in the past the Town of Oyster Bays help in making it wonderful event for our community is always greatly appreciated. I also would like to personally thank you and the staff for the follow up on this matter. .

The St. Rose of Lima Family Festival will be taking place this year from

Thursday July 14th – Saturday July 23th 2022.

We request to deliver Tuesday July 12th and pick materials up Monday July 25th. Enclosed is a copy of the Certificate of Insurance and Endorsement issued to the Town of Oyster Bay Department of Public Works-Highway Department to cover this equipment. I can be contacted at (516) 808-8330 if you have any questions.

Thank you for your assistance and consideration of this request.

Sincerely,

Salvatore Kelly
St. Rose of Lima School Board Member

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2022

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
Ecclesia Assurance Company c/o Porter & Curtis
225 State Road
Media, PA 19063

CONTACT NAME: Beth Bosco
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: bbosco@porterandcurtis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ECCLESIA ASSURANCE COMPANY	11932
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ST. ROSE OF LIMA CHURCH
2 BAYVIEW AVENUE
Massapequa, NY 11758

COVERAGES CERTIFICATE NUMBER: C000216066 Account: 000037 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PKG-2021-1	11/01/2021	11/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ Not Covered
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ None Applicable
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ None Applicable
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
The limits include applicable retentions. The certificate holder is included as an Additional Insured, if required by written contract, with respect to the property/equipment rental for the St. Rose of Lima Family Festival.

CERTIFICATE HOLDER

Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

Reviewed By
Office of Town Attorney

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

Endorsement Number: 18

Policy Number: PKG-2021-1 Date Effective: 11/1/2021

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):

GENERAL LIABILITY

SCHEDULE

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

The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY

Authorized Representative's Signature

10/25/2021
Date

Reviewed By
Office of Town Attorney

E AI 00 03 08 17

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 28 day of June 2022, by Salvatore Kelly of St. Rose of Lima (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 July - 11 - 2022 through July 26 2022.

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, 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. 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:

St. Rose of Lima Church

Address of Organization:

2 Bayview Ave.

Massapequa, NY 11758

By: Salvatore Kelly
Authorized Representative

Title: Family Festival Bread Washer

Telephone Number: [redacted]

Reviewed By
Office of Town Attorney

RECD BY HIGHWAY DEPT
MAY 4 '22 PM3:06

Lim Z

TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION

Applicant Name: Salvatore Kelly

Event Description: St Rose of Lima Festival

Event Date: July 14 - 23 2022

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at https://forward.ny.gov/.

Applicant Signature

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

On the 2 day of MAY, 20 22, before me, the undersigned, personally appeared SALVATORE KELLY personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

PATRICK T MARBURY
Notary Public - State of New York
NO. 01MA6410904
Qualified in Suffolk County
My Commission Expires Nov 9, 2024

Notary Public

Reviewed By
Office of Town Attorney

Last Revised: May 5, 2021

DATE: 6/2/2022

TO: **HIGHWAY OPERATIONS**

SUBJECT: **Church of St. Rose of Lima,** Massapequa Summer festival

PLEASE DELIVER TO:

Church Grounds
2 Bayview Ave Massapequa

CONTACT: Sal Kelly
[redacted]

DATE OF EVENT:	7/14/22-7/23/22
HANDICAP SIGNS:	**2**
BARRICADES:	**100**
CONES:	**50**
SORT PAILS:	
PORTABLE LIGHTS:	
GENERATOR:	
PACKER:	
DELIVER ON:	**7/12/22**
PICKUP ON:	**7/25/22**

SWEEPING BEFORE AFFAIR IS NEEDED: **YES** / **NO** XX

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

JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

JPB/kaz

CC: Peter Brown, General Foreman 002
Sal Cecere, Area Foreman 007
Don Chandler, Area Foreman, 022

Dan Kornfeld
Public Safety Division

Reviewed By
Office of Town Attorney
Lorraine Waite

Meeting of July 12, 2022 Resolution No 496-2022

WHEREAS, Tim Kirkwood, Facilities Director, Parish of the Holy Family, 17 Fordham Avenue, Hicksville, New York 11801, by letter dated April 6, 2022, has requested the Town's assistance in supplying ten (10) recycling pails and thirty (30) traffic horses for their annual Holy Family Festival to be held from August 10, 2022 through August 13, 2022, and;

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated June 2, 2022, has no objection in supplying ten (10) recycling pails, and thirty (30) complete barricades to the Parish of the Holy Family, for use at their annual Holy Family Festival,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works, Highway Division, is hereby authorized to supply ten (10) recycling pails, and thirty (30) complete barricades to the Parish of the Holy Family, for use at their annual Holy Family Festival, to be held August 10, 2022 through August 13, 2022, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, 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 in the conduct of the aforedescribed activity; and

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 aforedescribed activity.

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforedescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

#

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

496

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 2, 2022

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

SUBJECT: PARISH OF THE HOLY FAMILY ANNUAL FESTIVAL
AUGUST 10TH – 13TH 2022

Enclosed please find a copy of the letter from Tim Kirkwood, Facilities Director, requesting our assistance on behalf of the Parish of the Holy Family Church in Hicksville in conducting their annual festival on August 10th through August 13th, 2022.

The Highway Department can readily supply thirty (30) complete barricades and ten (10) sort pails for the event.

Parish of Holy Family Church is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

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

JOHN P. BISHOP, DEPUTY COMMISIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

JPB/kaz
Attachments

C: Richard Lenz, P.E., Commissioner DPW
Peter Brown, General Foreman 002
Grace SantaMaria, Highway Administration
Cathy McWilliams, Department of Parks
Justin McCaffrey, Commissioner, Public Safety Department

Kim

Holy Family
ROMAN CATHOLIC CHURCH

06 April 2022

Sign Bureau
Public Parking
Town of Oyster Bay
Attn: Kimberly Zervos

Kimberly,

My Name is Tim Kirkwood, I am the Facilities Director at Holy Family Parish, in Hicksville New York. I have been asked to help with the organization of our festival. This year, our festival will run Wednesday, August 10, 2022 through Saturday, August 13, 2022. On behalf of Holy Family Church, I would like to request 10 yellow recycling pails and 30 horses for use during our festival. If possible, we would like them dropped off on Tuesday morning, August 09, 2022, and they would be available for pick up on Monday morning, August 15, 2022.

My work telephone number is 1-516-938-3846 xtn 364, my cell number is [redacted] My email is tkirkwood@holyfamilyparishny.org.

I thank you in advance for your assistance with this.

Sincerely

Tim Kirkwood
Facilities Director
Holy Family Church
17 Fordham Avenue
Hicksville, New York, 11801

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2022

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
Ecclesia Assurance Company c/o Porter & Curtis
225 State Road
Media, PA 19063

CONTACT NAME: Beth Bosco
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: bbosco@portercurtis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ECCLESIA ASSURANCE COMPANY	11952
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HOLY FAMILY CHURCH
5 FORDHAM AVENUE
Hicksville, NY 11801

CERTIFICATE NUMBER: C000216441 Account: 000023 REVISION NUMBER:

COVERAGES

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:		PKG-2021-1	11/01/2021	11/01/2022	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
						MED EXP (Any one person)	$ Not Covered
						PERSONAL & ADV INJURY	$ Included
						GENERAL AGGREGATE	$ None Applicable
						PRODUCTS - COMP/OP AGG	$ None Applicable
							$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS 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 NH) 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)
The limits include applicable retentions. The certificate holder is included as an Additional Insured, if required by written contract, with respects to the Equipment Permit being used for the Parish Festival.

CERTIFICATE HOLDER

Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

Reviewed By
Office of Town Attorney

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

Endorsement Number: 18

Policy Number: PKG-2021-1 Date Effective: 11/1/2021

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):

GENERAL LIABILITY

SCHEDULE

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

The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY

Authorized Representative's Signature

10/25/2021
Date

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION

Applicant Name: Holy Family Parish

Event Description: Festival

Event Date: August 10, 11, 12 + 13, 2022

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at https://forward.ny.gov/.

Applicant Signature

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

TARA ANN KAMMERER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA0235071
Qualified in Nassau County
Commission Expires 12/30/25

On the 12th day of April, 2022, before me, the undersigned, personally appeared Fr Christopher Sullivan personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

Reviewed By
Office of Town Attorney

Last Revised: May 5, 2021

DATE: 6/2/2022

TO: **HIGHWAY OPERATIONS**

SUBJECT: Parish of the Holy Family Annual Festival

PLEASE DELIVER TO:

Holy Family
17 Fordham Avenue
Hicksville

CONTACT: Tim Kirkwood
[redacted]

DATE OF EVENT:	8/10/22-8/13/22
OTHER:	
BARRICADES:	30
CONES:	
SORT PAILS:	10
PORTABLE LIGHTS:	
GENERATOR:	
PACKER:	
DELIVER ON:	8/9/22
PICKUP ON:	8/15/22

SWEEPING BEFORE AFFAIR IS NEEDED: YES ___ NO XX

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

JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS-HIGHWAY DIVISION

JPB/taw

CC: Peter Brown, General Foreman 002
Vinny Padavano, Area Foreman 010
Public Safety Division
Dan Kornfeld

Reviewed By
Office of Town Attorney
Ralph P. Bleasdale

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 23, 2022, requested Town Board authorization for the Town to enter into a contract with Lucilu Productions, Inc., 2 Swirl Lane, Levittown, New York 11756, to provide the Town with a performance by the musical group, the Lords of 52nd Street – Legends of the Billy Joel Band, at the Town's "Last Summer Blast Concert", to be held at Ellsworth W. Allen Park, Farmingdale, New York, on Saturday, September 17, 2022, at 7:00 p.m., in an amount not to exceed $8,750.00, and for the Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services, to execute said contract; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Commissioner of the Department of Community and Youth Services, and/or her duly appointed designee be empowered to make changes, as necessary, with respect to the date, time, and location of the aforementioned event; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that this vendor has been vetted, and the Inspector General is satisfied that the requirements of the Town's Procurement Policy have been fulfilled; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that any additional purchase and/or service orders related to this event shall be pursuant to the Town of Oyster Bay Procurement Policy, through the Department of General Services, Division of Purchasing, and charged to an appropriate account,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted, and the Town is hereby authorized to enter into a contract with Lucilu Productions, Inc., to provide the Town with a performance by the musical group, the Lords of 52nd Street – Legends of the Billy Joel Band, at the Town's "Last Summer Blast Concert", to be held at Ellsworth W. Allen Park, Farmingdale, New York, on Saturday, September 17, 2022, at 7:00 p.m., in an amount not to exceed $8,750.00, and the Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services, is hereby authorized execute said contract; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services, and/or her duly appointed designee, is hereby empowered to make changes, as necessary, with respect to the date, time, and location of the aforementioned event; and be it further

RESOLVED, Commissioner Fitzgerald, by said memorandum, further advised that any additional purchase and/or services orders related to this event shall be pursuant to the Town of Oyster Bay Procurement Policy, through the Department of General Services, Division of Purchasing, and charged to an appropriate account; and be it further

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

RESOLVED, That the funds for said payment of the performance shall be drawn from Account No. CYS A 7020 47660 000 0000, Special Events.

-#-

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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

June 23, 2022

TO: Memorandum Docket

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

SUBJECT: Last Summer Blast Concert

The Department of Community and Youth Services requests Town Board authorization to sign a contract with Lucilu Productions, Inc., located at 2 Swirl Lane, Levittown, New York 11756 who will provide the Lords of 52nd Street for the Last Summer Blast concert.

This concert will be held on Saturday, September 17, 2022 at Ellsworth W. Allen Town Park in Farmingdale at 7:00 p.m. The fee for this performance is $8,750.00 and the funds are available in Account CYS A 7020 47660 000 0000, *Special Events.* Any additional purchase and/or service orders related to this event shall be pursuant to the Town's Procurement Policy through the Purchasing Division and charged to an appropriate account.

In accordance with the Town of Oyster Bay's Procurement Policy these musicians are exempt from the solicitation and written proposal procedures. Lucilu Productions, Inc., has been vetted through the Exiger System and the Inspector General is satisfied that the Town's Procurement Policy requirements have been met.

Therefore, it is respectfully requested that the Town Board authorize the contract and further authorize the Supervisor and/or his designee and/or the Commissioner of the Department to execute said contract. The Department also requests authorization for the Commissioner of the Department and/or her designee to make changes, as necessary, to the date, time and location of said event.

Maureen A. Fitzgerald
Maureen A. Fitzgerald
Commissioner

MAF:kf
Attachment

Contract: 22-050

CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Lucilu Productions, Inc., c/o Stephanie Gold, having its principal office at 2 Swirl Lane, Levittown, New York 11756 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide services by:

   The Lords of 52nd Street – Legends of the Billy Joel Band

   a. Type of performance: Last Summer Blast Concert 2022

   a. Contract Amount: $8,750.00

   b. Date, time and place of performance:

DATE:	Saturday, September 17, 2022
TIME:	7:00 pm (after opening ceremony)
DURATION:	90 minutes
PLACE:	Ellsworth Allen Park Farmingdale, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.

3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of $8,750.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim* Form and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.

4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.

5. CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees.

6. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

7. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.

8. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.

9. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.

10. FORCE MAJEURE

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any term of this Contract to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, epidemics, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

The parties agree that the COVID-19 pandemic is impacting economic transactions. There is a possibility that government offices may be providing limited services as a result of the COVID-19 pandemic, including, but not limited to, government shutdowns, stay in place orders, other travel restrictions, mandatory closures and quarantine. In the event issues related to the COVID-19 pandemic make compliance with the terms and conditions of this Contract between the Contractor and the Town of Oyster Bay impossible or improbable, the parties agree that the Town may terminate the Contract without any further obligation, costs and/or damages between the parties.

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: LUCILU PRODUCTIONS, INC.

LUCILU PRODUCTIONS, INC.

→ _____
CONTRACTOR

→ DATE: _____, 2022

TOWN OF OYSTER BAY

_____
COMMISSIONER

DATE: _____, 2022

EXHIBIT A
CONTRACT TERMS & CONDITIONS

It is agreed upon by both parties that the services to be provided will include, but not be limited to, the following:

1. The scheduling of all performances shall be determined by the Commissioner of the Department of Community & Youth Services.

2. If the scheduled Performers are contracted through a separate agreement with CONTRACTOR, then CONTRACTOR is considered the Performers Agent and expressly warrants that he/she is authorized by Performer to execute this contract on behalf of the Performer.

3. All "Riders" imposed on CONTRACTOR by the Performer shall be satisfied by CONTRACTOR without any additional cost to the TOWN.

4. Any cancellation by a Performer will be the responsibility of CONTRACTOR to replace with a performer of equal or better rating, approved by the Commissioner of the Department of Community and Youth Services and at no additional cost to TOWN.

5. A separate contract between CONTRACTOR and TOWN shall be executed for each performance agreed to by TOWN.

6. Payment for performances shall be made after satisfactory completion of paperwork in accordance with the procedures set forth by the TOWN Comptroller and approved by the Commissioner of the Department of Community & Youth Services.

7. The performers for all "Opening Acts", where required, shall be agreed to by the Commissioner of Community & Youth Services no later than two weeks prior to their scheduled performance. Any change of "Opening Act" must be agreed to by the Commissioner of Community and Youth Services and will be considered only at no additional cost to the "Town".

8. All Performers must be available for public relations photographs (if applicable) 30 minutes prior to show time.

9. All performers must arrive at the performance location no later than one (1) hour prior to show time.

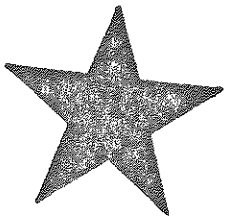
10. Rehearsal requirements must be identified at contract signing.

11. CONTRACTOR shall be present on site at each performance provided by them.

12. If CONTRACTOR requires any services, other than those stipulated in this contract, the request must be made to the Commissioner of the Department of Community & Youth Services or the Program Coordinator.

13. Town shall not be liable for any loss, liability for property, its officials, agents, or employees, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until Contractor has made proper arrangements for receiving, handling and storage of such materials with the TOWN.

14. No sale of any items by the CONTRACTOR shall be permitted without prior approval by the Commissioner of the Department of Community & Youth Services or her designee.



Reviewed By
Office of Town Attorney
Annemarie Wade

Meeting of July 12, 2022 Resolution No.498 -2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 22, 2022, requested Town Board authorization to issue refunds, minus the 10 percent administrative fee, to the following residents who have advised that their children will no longer be able to attend the Town of Oyster Bay Summer Recreation Program as planned:

Name	Address	Park	Number of children registered	Number of children withdrawing	Total Paid	Less 10% Fee	Total Refund
Kanwal Ali	9 Woodbine Drive South Hicksville, NY 11801	Ellsworth Allen	2	2	$900.00	$90.00	$810.00
Emily Einhorn	190 Pacific Street Massapequa Park, NY 11762	Marjorie Post	1	1	$675.00	$67.50	$607.50
Wen Chen	22 Fortune Lane Jericho, NY 11753	Syosset-Woodbury	2	2	$1250.00	$125.00	$1125.00
Ying Hu	287 Jackson Avenue Syosset, NY 11791	Syosset-Woodbury	2	2	$1250.00	$125.00	$1125.00
Kenny Jin	300 Madison Place Jericho, NY 11753	Syosset-Woodbury	1	1	$675.00	$67.50	$607.50
Julie Park	49 Charlotte Place Plainview, NY 11803	Syosset-Woodbury	1	1	$675.00	$67.50	$607.50
Michael Landman	57 Lincoln Road West Plainview, NY 11803	Plainview Old Bethpage	1	1	$675.00	$67.50	$607.50
Jinsu Liu	70 Forsythia Lane Jericho, NY 11753	Syosset-Woodbury	2	2	$1250.00	$125.00	$1125.00
Gina Rider	39 Belmont Avenue Plainview, NY 11803	Syosset-Woodbury	1	1	$675.00	$67.50	$607.50
John Russo	436 Pacific Street Massapequa Park, NY 11762	Marjorie Post	1	1	$675.00	$67.50	$607.50
James Milano	130 Grace Street Plainview, NY 11803	Syosset-Woodbury	2 (675; $575)	1	$1250.00	$57.50 (10%of $575)	$517.50
Rosalia Vigliotti	187 Hamilton Avenue Massapequa, NY 11758	Marjorie Post	1	1	$675.00	$67.50	$607.50
Wei Xu	21 Hearthstone Court Farmingdale, NY 11735	Ellsworth Allen	1	1	$500.00	$50.00	$450.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue the above listed refunds; and be it further

RESOLVED, That the funds for said payments 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 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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 22, 2022

SUBJECT: 2022 Town of Oyster Bay Summer Recreation Program Refunds

The Department of Parks has received correspondence from the residents listed below notifying us that their child/children will no longer be able to attend the 2022 Summer Recreation Program as planned. Our office respectfully requests Town Board approval for the following refunds, minus a 10% administrative fee, as per Town Board Resolution 653-2021, dated November 16, 2021:

Name	Address	Park	Number of Children Registered	Number of Children Withdrawing	Total Paid	Less 10% Fee	Total Refund	Vendor #
Kanwal Ali	9 Woodbine Drive South Hicksville, NY 11801	Ellsworth Allen	2	2	$900.00	$90.00	**$810.00**	
Emily Einhorn	190 Pacific Street Massapequa Park, NY 11762	Marjorie Post	1	1	$675.00	$67.50	**$607.50**	
Wen Chen	22 Fortune Lane Jericho, NY 11753	Syosset-Woodbury	2	2	$1250.00	$125.00	**$1125.00**	
Ying Hu	287 Jackson Avenue Syosset, NY 11791	Syosset-Woodbury	2	2	$1250.00	$125.00	**$1125.00**	
Kenny Jin	300 Madison Place Jericho, NY 11753	Syosset-Woodbury	1	1	$675.00	$67.50	**$607.50**	
Julie Park	49 Charlotte Place Plainview, NY 11803	Syosset-Woodbury	1	1	$675.00	$67.50	**$607.50**	
Michael Landman	57 Lincoln Road West Plainview, NY 11803	Plainview-Old Bethpage	1	1	$675.00	$67.50	**$607.50**	
Jinsu Liu	70 Forsythia Lane Jericho, NY11753	Syosset-Woodbury	2	2	$1250.00	$125.00	**$1125.00**	
Gina Rider	39 Belmont Avenue Plainview, NY 11803	Syosset-Woodbury	1	1	$675.00	$67.50	**$607.50**	
John Russo	436 Pacific Street Massapequa Park, NY 11762	Marjorie Post	1	1	$675.00	$67.50	**$607.50**	
James Milano	130 Grace Street Plainview, NY 11803	Syosset-Woodbury	2 ($675; $575)	1	$1250.00	$57.50 *(10% of $575)*	**$517.50**	
Rosalia Vigliotti	187 Hamilton Avenue Massapequa, NY 11758	Marjorie Post	1	1	$675.00	$67.50	**$607.50**	
Wei Xu	21 Hearthstone Court Farmingdale, NY 11735	Ellsworth Allen	1	1	$500.00	$50.00	**$450.00**	

The Office of the Comptroller has reviewed all pertinent information relating to these requests and recommends that the Town Board approve these refunds.

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

Joseph G. Pinto
COMMISSIONER

JGP/sc

Reviewed By
Office of Town Attorney
Dp
Domenica Walsh

Meeting of July 12, 2022 Resolution No 499-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 29, 2022, requested and recommended Town Board authorization to issue a refund in the amount of a $617.50 to Jessica Sventoraitis, 46 Harrison Avenue, Massapequa, New York 11758, from Account No. PKS A 0001 02001 510 0000, because she chose to withdraw her children from the 2022 Town of Oyster Bay Summer Ice Hockey Program,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and accepted, and the Department of Parks is hereby authorized to issue a $617.50 refund to Jessica Sventoraitis, 46 Harrison Avenue, Massapequa, NY 11758, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of duly certified claims, 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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 23, 2022

SUBJECT: Jessica Sventoraitis Refund - 2022 Town of Oyster Bay Summer Ice Hockey

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The Department of Parks respectfully requests Town Board approval for a refund to be issued to Jessica Sventoraitis, 46 Harrison Avenue, Massapequa, NY 11758, for fees paid for the 2022 Town of Oyster Bay Summer Ice Hockey Program for which she registered her two children, who are now withdrawing from the program.

Ms. Sventoraitis is eligible to receive the refund, minus a 5% administrative fee, as follows:

Registration Fee	$650.00 (Two Children)
Less 5% Administrative Fee	$ 32.50
TOTAL REFUND	**$617.50 (Six Hundred Seventeen Dollars and 50/100 Cents)**

The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund.

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

Joseph G. Pinto
COMMISSIONER

JGP/sc

Reviewed By
Office of Town Attorney
Lawrence Wade

Meeting of July 12, 2022 Resolution No 500-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 23, 2022, requested and recommended Town Board authorization to issue a refund in the amount of a $617.50 to Ying Hu, 287 Jackson Avenue, Syosset, New York 11791, from Account No. PKS A 0001 02001 510 0000, because she chose to withdraw her children from the 2022 Town of Oyster Bay Summer Ice Hockey Program,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and accepted, and the Department of Parks is hereby authorized to issue a refund in the amount of $617.50 to Ying Hu, 287 Jackson Avenue, Syosset, New York 11791 from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of duly certified claims, 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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 23, 2022

SUBJECT: Ying Hu Refund - 2022 Town of Oyster Bay Summer Ice Hockey

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The Department of Parks respectfully requests Town Board approval for a refund to be issued to Ying Hu, 287 Jackson Avenue, Syosset, NY 11791, for fees paid for the 2022 Town of Oyster Bay Summer Ice Hockey Program for which she registered her two children, who are now withdrawing from the program.

Ying Hu is eligible to receive the refund, minus a 5% administrative fee, as follows:

Registration Fee	$650.00 (Two Children)
Less 5% Administrative Fee	$ 32.50
TOTAL REFUND	**$617.50 (Six Hundred Seventeen Dollars and 50/100 Cents)**

The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund.

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

Joseph G. Pinto
COMMISSIONER

JGP/sc

Reviewed By
Office of Town Attorney
Elizabeth A. Feighan

WHEREAS, by Resolution No. 622-2016, adopted on November 15, 2016, the Town Board authorized the retention of Walsh, Markus, McDougal & DeBellis, LLP, to provide legal services to the Zoning Board of Appeals for zoning and land use litigation, for the period from April 18, 2016 through December 31, 2016 with two (2), one (1) year renewal options; and

WHEREAS, by Resolution No. 92-2018, adopted on February 27, 2018, the Town Board authorized the second of the two (2), one (1) year renewal options with the above mentioned firm with a monetary authorization for the firm; and

WHEREAS, by Resolution No. 671-2020, adopted on December 8, 2020, the Town Board authorized the retention of the law firm Walsh, Markus, McDougal & DeBellis, LLP, nunc pro tunc, January 1, 2019 through December 31, 2020, with additional payments in the amount of $20,500.00, with respect to a legal proceeding that carried over into the 2019 and 2020 fiscal years; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 27, 2022, advised that Walsh, Markus, McDougal & DeBellis, LLP, continued to represent the Zoning Board of Appeals in a legal proceeding that carried over into the 2021 and 2022 fiscal years; and

WHEREAS, Commissioner Maccarone, by said memorandum, requested that the retention of the law firm Walsh, Markus, McDougal & DeBellis, LLP, be authorized, nunc pro tunc, January 1, 2021 through December 31, 2022, with additional payments in the amount of $10,000.00; and

WHEREAS, the Office of the Town Attorney, by memorandum dated June 27, 2022, advised that the retention of Walsh, Markus, McDougal & DeBellis, LLP, to continue to provide legal services relative to the Zoning Board of Appeals for the period January 1, 2021 through December 31, 2022, was in compliance with the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Town Board authorizes the retention of the law firm Walsh, Markus, McDougal & DeBellis, LLP, nunc pro tunc, January 1, 2021 through December 31, 2022, with additional payments in the amount of $10,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PAD B 8010 44800 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

Town of Oyster Bay

Inter-Departmental Memo

TO: **MEMORANDUM DOCKET**

FROM: **ELIZABETH L. MACCARONE, COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: **JUNE 27, 2022**

SUBJECT: **REQUEST FOR AUTHORIZATION FOR INCREASED EXPENDITURES FOR OUTSIDE COUNSEL FOR THE ZONING BOARD OF APPEALS LEGAL SERVICES FOR ZONING AND LAND USE LITIGATION ACCOUNT NUMBER PAD B 8010 44800 000 0000**

On November 15, 2016, the Town Board adopted Resolution Number 622-2016 authorizing Walsh, Markus, McDougal & DeBellis, LLP to provide legal services for zoning and land use litigation to the Zoning Board of Appeals for the period from April 18, 2016 through December 31, 2016 with two, one (1) year renewal options.

On February 27, 2018, the Town Board adopted Resolution Number 92-2018, authorizing the second of two (2), one (1) year renewal options with the above mentioned firms with a monetary authorization for each legal firm.

During the 2018 fiscal year, the law firm of Walsh, Markus, McDougal & DeBellis, LPP represented the Zoning Board of Appeals in a legal proceeding. These legal services for this particular case carried over into the 2019, 2020 and 2021 fiscal years. Pursuant to Guideline Number 7 of the Town of Oyster Bay Procurement Policy, it was determined not to reassign this case to another legal firm.

On December 8, 2020, the Town Board adopted Resolution Number 671-2020, authorizing additional payments in the amount of $20,500.00 to the law firm of Walsh, Markus, McDougal & DeBellis, LLP for legal representation of the Zoning Board of Appeals in the 2020 calendar year.

In view of the above circumstances, it is respectfully requested that the law firm Walsh, Markus, McDougal & DeBellis, LPP be authorized, nun pro tunc, January 1, 2021 through December 31, 2022, with additional payments in the amount of $10,000.00 for the legal representation of the Zoning Board of Appeals for the 2021 and 2022 calendar years.

Please be advised that funds for this request are available in account number PAD B 8010 44800 000 0000.

Elizabeth L Maccarone

ELIZABETH L. MACCARONE
COMMISSIONER

ELM:tz

WHEREAS, by Resolution No. 622-2016, adopted on November 15, 2016, the Town Board authorized the retention of Walsh, Markus, McDougal & DeBellis, LLP, to provide legal services to the Zoning Board of Appeals for zoning and land use litigation, for the period from April 18, 2016 through December 31, 2016 with two (2), one (1) year renewal options; and

WHEREAS, by Resolution No. 92-2018, adopted on February 27, 2018, the Town Board authorized the second of the two (2), one (1) year renewal options with the above mentioned firm with a monetary authorization for the firm; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated November 19, 2020, advised that during the 2018 fiscal year, Walsh, Markus, McDougal & DeBellis, LLP, represented the Zoning Board of Appeals in a legal proceeding that carried over into the 2019 and 2020 fiscal years; and

WHEREAS, Commissioner Maccarone, by said memorandum, requested that the retention of the law firm Walsh, Markus, McDougal & DeBellis, LLP, be authorized, nunc pro tunc, January 1, 2019 through December 31, 2020, with additional payments in the amount of $20,500.00;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Town Board authorizes the retention of the law firm Walsh, Markus, McDougal & DeBellis, LLP, nunc pro tunc, January 1, 2019 through December 31, 2020, with additional payments in the amount of $20,500.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PAD B 8010 44800 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

Town of Oyster Bay
Inter-Departmental Memorandum

TO : ELIZABETH L. MACCARONE, Commissioner
Department of Planning and Development

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

DATE : June 27, 2022

SUBJECT: Procurement – Walsh, Markus, McDougal & DeBellis, LPP

We are in receipt of your memorandum dated June 27, 2022, requesting the opinion of this office with respect to compliance with the Town's Procurement Policy regarding Town Board authorization to authorize the procurement of Walsh, Markus, McDougal & DeBellis, LLP, to provide legal services for zoning and land use litigation to the Zoning Board of Appeals, nunc pro tunc, for January 1, 2021 through December 31, 2022, with additional payments in the amount of $10,000.00 for said legal representation for the 2021 and 2022 calendar years.

In response to your inquiry with respect to the above referenced matter, it is our understanding that Walsh Markus McDougal & DeBellis, LLP have been providing legal services for litigation relative to the Zoning Board of Appeals since April 18, 2016, their procurement having been originally authorized by Resolution No. 622-2016, adopted on November 1, 2016, and that the use of their services has been authorized by subsequent resolutions. It is also our understanding that they are actively representing the Town in litigation matters relative to the Zoning Board of Appeals and have done so continuously since April 18, 2016. Based upon the foregoing, and in recognition of the specific knowledge obtained by Walsh Markus McDougal & DeBellis, LLP, with respect to the matters in which they represent the Town, it is the opinion of this office that the Department of Planning and Development may proceed to seek Town Board approval of the retention of Walsh Markus McDougal & DeBellis, LLP, to continue to provide legal services relative to the Zoning Board of Appeals for the period January 1, 2021 through December 31, 2022, without any further procurement efforts.

Office of the Town Attorney
Thomas M. Sabellico
Thomas M. Sabellico
Special Counsel

TMS:/nb
cc: Brian Noone, Inspector General
Frank Scalera, Town Attorney

Meeting of July 12, 2022 Resolution No 502-2022

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 April 7, 2022, authorized the Highway Department to clean up the premises located at 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 20, 2022, in the total amount of $2,322.63, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $2,322.63 may be assessed by the Legislature of the County of Nassau against the parcel known as 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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502

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
3 Crescent Street, Hicksville, New York 11801
Section 12, Block 168, Lot 30

The Department of Planning and Development, by memorandum dated April 7, 2022, directed the Highway Department to clean the premises located at 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated April 25, 2022, advised that the property was cleaned by a crew from the Highway Department on April 20, 2022. The cost incurred by the Town of Oyster Bay was $2,322.63.

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

Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Attorney\Reso 2022\MD 3 Crescent St 6.24.2022.doc

DRAFT

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 April 7, 2022, authorized the Highway Department to clean up the premises located at 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 20, 2022, in the total amount of $2,322.63, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $2,322.63 may be assessed by the Legislature of the County of Nassau against the parcel known as 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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Reviewed By
Office of Town Attorney
Ralph P. Healey

2022-8582

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 7, 2022

To: JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY

From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU

Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 3 Crescent Street, Hicksville, New York 11801
SBL: 12-168-30

Notice of Violation number 07454 was issued to the owner of the above-referenced premises on 03/31/22 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 Chapter135, Section 54, I am directing that:

- **Remove all garbage and debris from premises.**
- **Remove all outdoor storage from premises.**

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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ELM:ME:ml
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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 7, 2022

Avtar Singh
3 Crescent Street
Hicksville, NY 11801

RE: PREMISES: 3 Crescent Street, Hicksville, NY 11801
SECTION 12 BLOCK 168 LOT 30

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the garbage, debris and outdoor storage on the property.

Please be advised that Notice of Violation Number 07454 (copy attached) has been served on 03/31/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito
Code Enforcement Bureau

ELM:MEnl
Enclosure

Daniel Kornfeld

From: John Bishop
Sent: Wednesday, April 20, 2022 12:46 PM
To: Ken Bishop; Peter Brown; Daniel Kornfeld; Albert Mazliah
Subject: FW: 3 Crescent Street, Hicksville

ALBERT
4/20/21

From: Timothy R. Zike <tzike@oysterbay-ny.gov>
Sent: Wednesday, April 20, 2022 11:17 AM
To: John Bishop <jbishop@oysterbay-ny.gov>
Cc: Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Richard Lenz <rlenz@oysterbay-ny.gov>; Gregory Carman <gcarman@oysterbay-ny.gov>; Frank Scalera <fscalera@oysterbay-ny.gov>; Michael Esposito <mesposito@oysterbay-ny.gov>; Matthew Fernando <mfernando@oysterbay-ny.gov>; Justin McCaffrey <jmccaffrey2@oysterbay-ny.gov>; Anthony Ciervo <aciervo@oysterbay-ny.gov>
Subject: 3 Crescent Street, Hicksville

11:30 AM

John,

Pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has declared that the dwelling located at 3 Crescent Street, Hicksville, New York (Section 12, Block 168, Lot 30) is a "Dangerous Building" and therefore it is to be vacated and secured.

It is respectfully requested that the Town of Oyster Bay Highway Department have personnel immediately lock and secure all doors and windows on the dwelling.

If you have any questions, please contact me at extension 6267.

Timothy R. Zike
Deputy Commissioner
Town of Oyster Bay
Department of Planning and Development
(516) 624-6267

3 HWY

3 HASPS
3 LOCKS

001
4

THIS INDENTURE, made the 23rd day of December, 2006

BETWEEN
Avtar Singh
Residing at 3 Crescent Street, Hicksville, New York, 11801

party of the first part, and
Avtar Singh [redacted]
Residing at 3 Crescent Street, Hicksville, New York, 11801

party of the second part,
WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the
County of Suffolk, City and State of New York,

Premises known as and located at 3 Crescent Street, Hicksville, New York, 11801

See attached schedule A description

Section: 12

Block: 168

Lot: 30

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Avtar Singh

Avtar Singh

AL

Town of Oyster Bay
Inter- Departmental Memo

April 25, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 3 CRESCENT STREET, HICKSVILLE
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$2,322.63**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-168-30) 3 CRESCENT ST HICKSVILLE 11801

Date Apr 20, 2022

Work Order # 92988

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
CHRISTOPHER MADDEN	General Maintenance	03:00	$29.33	00:00	0	$87.99
ALBERT MAZLIAH	General Maintenance	03:00	$26.44	00:00	0	$79.32
BRIAN KWAS	General Maintenance	03:00	$27.88	00:00	0	$83.64
RICHARD SANDIFORD II	General Maintenance	03:00	$32.93	00:00	0	$98.79
JEFFREY MOODY, JR.	General Maintenance	03:00	$20.00	00:00	0	$60.00
					Total Labor	$409.74

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK480	2020 SANI PACKER INTER 7400 YW	$105.00	03:00	$315.00
PU489	2022 FORD F250 YELLOW	$79.00	03:00	$237.00
TD752	2019 FORD F450 POWER WAGON	$105.00	03:00	$315.00
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	$79.00	03:00	$237.00
			Total Equipment	$1104.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
Hasps	$7.24	3	$21.72
Locks	$12.39	3	$37.17
		Total Materials	$808.89

Grand Total $2322.63

Description of Work:
CLEAN UP 3 CRESCENT STREET HICKSVILLE

Signature:
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Apr 25, 2022

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 March 10, 2022, authorized the Highway Department to clean up the premises located at 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 March 15, 2022, in the total amount of $1,127.53, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,127.53 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

503

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
6 Prade Lane, Massapequa Park, New York 11762
Section 48, Block 524, Lot 23

The Department of Planning and Development, by memorandum dated March 10, 2022, directed the Highway Department to clean the premises located at 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated March 17, 2022, advised that the property was cleaned by a crew from the Highway Department on March 15, 2022. The cost incurred by the Town of Oyster Bay was $1,127.53.

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

Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Attorney\Reso 2022\MD 6 Prade Ln 6.24.2022.doc

DRAFT

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 March 10, 2022, authorized the Highway Department to clean up the premises located at 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 March 15, 2022, in the total amount of $1,127.53, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,127.53 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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Reviewed By
Office of Town Attorney
Ralph P. Healey

AML
2022-8549

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 10, 2022

To: JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY

From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU

Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 6 Prade Lane, Massapequa Park, New York 11762
SBL: 48-524-23

Notice of Violation number 07155 was issued to the owner of the above-referenced premises on 03/04/2022 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 Chapter135, Section 54, I am directing that:

- **Remove all debris and fallen fencing from premises.**

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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:ml
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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

March 10, 2022

Specialized Load Servicing LLC.
8742 Lucent Blvd.
Highlands Ranch, CO 80129

RE: PREMISES: 6 Prade Lane, Massapequa Park, NY 11762
SECTION 48 BLOCK 524 LOT 23

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 07155 (copy attached) has been served on 03/04/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure

REFEREE'S DEED

This Deed, made this 21 Day of [illegible] 2020, between GEORGE P. ESERNIO, ESQ., as Referee, having an address at 1050 FRANKLIN AVENUE, GARDEN CITY, NY 11530, in the foreclosure action hereinafter mentioned party of the first part and FEDERAL HOME LOAN MORTGAGE CORPORATION, assignee by Assignment of Bid from, SPECIALIZED LOAN SERVICING LLC, party of the second part, having an address of 8742 LUCENT BLVD, HIGHLANDS RANCH, CO 80129.

WITNESSETH, that the party of the first part, being the Referee appointed in an action between SPECIALIZED LOAN SERVICING LLC, Plaintiff and [redacted], Defendant, et al., foreclosing a mortgage recorded on June 13, 2007, in Liber 31990 of Mortgages, at Page 489, et seq., and pursuant to a judgment entered on June 17, 2019. And in consideration of the sum of $500.00 paid by the party of the second part, being the highest sum bid at the sale under such judgment does hereby grant and convey unto the party of the second part, its successors and assigns, the premises described in Schedule "A" attached hereto and made a part hereof.

COUNTY OR TOWN: NASSAU COUNTY
PROPERTY ADDRESS: 6 PRADE LANE
MASSAPEQUA PARK, NY 11762 (TOWN OF OYSTER BAY)
SECTION: 0048 BLOCK: 00524-00 LOT: 00023

SUBJECT to all unpaid taxes, assessments and water rates which are now a lien on the premises.

TO HAVE AND TO HOLD the premises described in Schedule "A" and hereby conveyed unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has thereunto set his hand the day and year first written above.

GEORGE P. ESERNIO, ESQ., As Referee

RECORD AND RETURN TO:
FEIN, SUCH & CRANE LLP
7 CENTURY DRIVE, SUITE 201
PARSIPPANY, NJ 07054
QSLSN074

Town of Oyster Bay
Inter- Departmental Memo

March 17, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 6 PRADE LANE, MASSAPEQUA PARK
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of $1,127.53.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-524-23) 6 PRADE LN MASSAPEQUA PARK 11762 **Date** Mar 15, 2022

Work Order # 92005

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
STEVE DIAKOGIANNIS	General Maintenance	01:00	$41.70	00:00	0	$41.70
DERRICK SCOTT	General Maintenance	01:00	$45.82	00:00	0	$45.82
SCOTT KELLY	General Maintenance	01:00	$15.00	00:00	0	$15.00
RYAN V DOYLE	General Maintenance	01:00	$15.00	00:00	0	$15.00
					Total Labor	$117.52

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	$105.00	01:00	$105.00
TD712	TRUCK DUMP 2012 INTER 7300 YW (T-191)- 6 Wheeler	$131.00	01:00	$131.00
			Total Equipment	$236.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
Tipping Fee (per ton)	$88.92	0.27	$24.01
		Total Materials	$774.01

Grand Total $1127.53

Description of Work:
clean up 6 prade lane msp

Signature:
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Mar 17, 2022

Meeting of July 12, 2022 Resolution No 504-2022

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 April 11, 2022, authorized the Highway Department to clean up the premises located at 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 20, 2022, in the total amount of $1,459.56, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,459.56 may be assessed by the Legislature of the County of Nassau against the parcel known as 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

504

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
14 Hazelwood Drive, Jericho, New York 11753
Section 12, Block 506, Lot 23

The Department of Planning and Development, by memorandum dated April 11, 2022, directed the Highway Department to clean the premises located at 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated April 25, 2022, advised that the property was cleaned by a crew from the Highway Department on April 20, 2022. The cost incurred by the Town of Oyster Bay was $1,459.56.

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

Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Attorney\Reso 2022\MD 14 Hazelwood Dr 6.24.2022.doc

DRAFT

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 April 11, 2022, authorized the Highway Department to clean up the premises located at 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 20, 2022, in the total amount of $1,459.56, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,459.56 may be assessed by the Legislature of the County of Nassau against the parcel known as 14 Hazelwood Drive, Jericho, New York 11753, also known as Section 12, Block 506, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

2022-8581

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 11, 2022

To: **JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY**

From: **MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**

Through: **ELIZABETH L. MACCARONE: COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: **14 Hazelwood Drive, Jericho, New York 11753**
SBL: 12-506-23

Notice of Violation number 07168 was issued to the owner of the above-referenced premises on 04/01/22 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 Chapter135, Section 54, I am directing that:

- **Remove all garbage litter and debris from premises.**

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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ELM:ME: ml
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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 11, 2022

Vivian Loeber
15011 Ashland Circle Apt. 23
Delray Beach, Fla. 33484

RE: PREMISES: 14 Hazelwood Drive, Jericho, NY 11753
SECTION 12 BLOCK 506 LOT 23

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the garbage, litter and debris on the property.

Please be advised that Notice of Violation Number 07168 (copy attached) has been served on 04/01/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure

THIS INDENTURE, made the 25 day of APRIL, TWO THOUSAND AND THREE.
BETWEEN Vivian Loeber, as surviving tenant by the entirety of Norman Loeber who died a resident of Nassau County on April 6, 1998, residing at 14 Hazelwood Drive, Jericho, NY «

party of the first part, and
Vivian Loeber, residing at 14 Hazelwood Drive, Jericho, NY

party of the second part,
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Jericho, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lot No. 23 in Block 506, on a certain map entitled "Map of Birchwood at Jericho, Section No. 3, Jericho Town of Oyster Bay, Nassau County, N. Y., surveyed by Teas and Steinbrenner, Lic. Land Surveyors," and filed in the Nassau County Clerk's Office on June 21, 1955, as Map No. 6449, bounded and more particularly described as follows:

BEGINNING at a point on the easterly side of Hazelwood Drive, distant 276.10 feet northerly when measured along the easterly side of Hazelwood Drive from the northerly end of a curve having a radius of 15 feet which curve connects the easterly side of Hazelwood Drive and the northerly side of Birchwood Park Drive and from said point of beginning

SEC 12 BLK 506 lot 23

RUNNING THENCE along the easterly side of Hazelwood Drive, North 10 degrees 16 minutes 00 seconds East 80 feet;

THENCE South 79 degrees 44 minutes 00 seconds East 125 feet;

THENCE South 10 degrees 16 minutes 00 seconds West 80 feet;

THENCE North 79 degrees 44 minutes 00 seconds West 125 feet to the easterly side of Hazelwood Drive at the point or place of BEGINNING.

Being the same premises described in Deed made by [redacted] to Norman Loeber and Vivian Loeber, dated June 30, 1970 and recorded July 7, 1970 in Liber 8135, page 405.

SAID PREMISES being known as 14 Hazelwood Drive, Jericho, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.
AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

The word "party" shall be considered as if it read "parties" whenever the sense of this indenture so requires.

IN THE WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first

AL

Town of Oyster Bay
Inter- Departmental Memo

April 25, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 14 HAZELWOOD DRIVE, JERICHO
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$1,459.56**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-506-23) 14 HAZELWOOD DR JERICHO 11753

Date Apr 20, 2022

Work Order # 92989

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:30	$37.26	00:00	0	$55.89
VINCENT PADAVANO	General Maintenance	01:30	$53.61	00:00	0	$80.41
SEAN MCLAUGHLIN	General Maintenance	01:30	$28.61	00:00	0	$42.92
THOMAS CORBETT	General Maintenance	01:30	$15.00	00:00	0	$22.50
PETER K SELL	General Maintenance	01:30	$23.56	00:00	0	$35.34
					Total Labor	$237.06

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	$105.00	01:30	$157.50
PU472	2020 FORD F250 PICK UP YELLOW	$79.00	01:30	$118.50
TD729	6 WHEELER 2015 LIC AM8735	$131.00	01:30	$196.50
			Total Equipment	$472.50

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
		Total Materials	$750.00

Grand Total $1459.56

Description of Work:
CLEAN UP 14 HAZELWOOD DRIVE JERICHO

Signature:
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Apr 25, 2022

Meeting of July 12, 2022 Resolution No 505-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the dwelling located at, 37 9th Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 35 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on April 18, 2022, in the amount of $1,918.71, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,918.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 37 9th Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 35 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

505

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
37 9th Street, Hicksville, New York 11801
Section 46, Block 287, Lot 35

By the emergency powers granted to the Department of Planning and Development, the Highway Department boarded-up the premises located at 37 9th Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 35 on the Land and Tax Map of the County of Nassau. The Highway Department has, by letter dated April 18, 2022, advised that the property was secured by a crew from the Highway Department on April 18, 2022. The cost incurred by the Town of Oyster Bay was $1,918.71.

Pursuant to Section 96-19 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
Special Counsel

RPH:aml
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 37 9th St Bdup 6.24.2022

DRAFT

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the dwelling located at, 37 9th Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 35 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on April 18, 2022, in the amount of $1,918.71, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,918.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 37 9th Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 35 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

2022 - 8589

Daniel Kornfeld

From:	Margaret Lippolt
Sent:	Monday, April 18, 2022 3:09 PM
To:	John Bishop; Ken Bishop
Cc:	Daniel Kornfeld; Leslie Maccarone; Timothy R. Zike; Michael Esposito; John Bacigalupo
Subject:	37 9th Street, Hicksville 46-287-35
Attachments:	Dangerous building notice 4.18.22.pdf

Good Afternoon,
Please have Highway board up 37 9th St., HV as Commissioner Maccarone has deemed it a dangerous building. Please see attached. Thank you.

Thank you,
Margie Lippolt for Michael Esposito
Code Compliance Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
516-624-6190
mlippolt@oysterbay-ny.gov

Town of Oyster Bay
Department of Planning and Development

DANGEROUS BUILDING NOTICE

PREMISES: 37 9th Street

HICKSVILLE, NEW YORK 11801

Section: 46 Block: 287 Lot: 35

Pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this building is ordered to be vacated and secured. No entry of the subject premises is permitted without the permission of the Town of Oyster Bay Department of Planning and Development.

This building has been deemed unsafe because of the following conditions:

- ☑ UNSAFE STRUCTURE/CONDITIONS
- ☐ UNSAFE EQUIPMENT
- ☐ STRUCTURE UNFIT FOR HUMAN HABITATION
- ☐ UNLAWFUL ALTERATIONS/STRUCTURE

REMOVAL OF THIS NOTICE AND/OR INTERFERENCE WITH THIS ORDER MAY BE CONSIDERED AN OBSTRUCTION OF GOVERNMENTAL AUTHORITY AND WILL BE SUBJECT TO FURTHER CODE ENFORCEMENT ACTION AND/OR PENAL ACTIONS TAKEN BY OTHER LAW ENFORCEMENT AGENCIES.

By Order of the Town of Oyster Bay
Department of Planning and Development

Date: April 18, 2022

Elizabeth L Maccarone

ELIZABETH L. MACCARONE
COMMISSIONER

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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 18, 2022

Hicks 37 LLC
37 9th Street
Hicksville, New York 11801

RE: 37 9th STREET – HICKSVILLE, NEW YORK
SECTION 46, BLOCK 287, LOT 35
DANGEROUS BUILDING NOTICE

Dear Sir/Madame:

Please be advised that this Department has conducted an inspection of the above referenced property on April 18, 2022. Based on the inspection results and pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has determined that the structure located on the subject property is deemed to be a **DANGEROUS BUILDING**. This Department has ORDERED that the **DANGEROUS BUILDING** be vacated and secured since the structure poses a threat to the safety and welfare of the occupants of the dwelling located at the subject address.

Additionally, pursuant to Chapter 96, Section 19 of the Code of the Town of Oyster Bay, the Town shall be reimbursed for the cost of the work to vacate and secure the **DANGEROUS BUILDING**.

NO ENTRY INTO THE **DANGEROUS BUILDING** IS PERMITTED BY ANY PERSON OR PERSONS WITHOUT THE CONSENT OF THE TOWN OF OYSTER BAY DEPARTMENT OF PLANNING AND DEVELOPMENT.

Interference with this order may be considered an obstruction of governmental authority and will be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies.

If you have any further questions regarding this matter, kindly contact this Department's Code Enforcement Bureau at (516) 624-6237.

Very truly yours,

Elizabeth L. Maccarone

ELIZABETH L. MACCARONE
COMMISSIONER

ELM:tz

THIS INDENTURE, made the 10th day of December, in the year 2020
BETWEEN

[redacted] Husband and Wife
37 9th Street, Hicksville, NY 11801

party of the first part, and

HICKS 37 LLC
37 9th Street, Hicksville, NY 11801

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED SCHEDULE A

Title acquired by deed from Donna L. Ott dated March 21, 2002 and recorded April 16, 2002 in the office of the Clerk of the County of Nassau in Liber 11461, Page 901.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

MI HEE HAN, ESQ.

[redacted]

Section: 46
Block: 287
Lot: 35

AL

Town of Oyster Bay
Inter- Departmental Memo

April 25, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: **37 NINTH STREET, HICKSVILLE**
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$1,918.71**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-287-35) 37 NINTH ST HICKSVILLE 11801

Date Apr 18, 2022

Work Order # 93181

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	03:00	$26.44	00:00	0	$79.32
VINCENT PADAVANO	General Maintenance	03:00	$53.61	00:00	0	$160.83
					Total Labor	$240.15

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	$105.00	03:00	$315.00
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	$79.00	03:00	$237.00
			Total Equipment	$552.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
Clear Polycarbonate LEXAN 1/4 x 48 x 96	$148.00	2	$296.00
Hasps	$7.24	2	$14.48
Locks	$12.39	2	$24.78
Plywood 4'X8'X1/2"	$20.65	2	$41.30
		Total Materials	$1126.56

Grand Total $1918.71

Description of Work:
BOARD UP 37 9TH STREET HICKSVILLE

Signature:
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Apr 25, 2022

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 April 4, 2022, authorized the Highway Department to clean up the premises located at 50 Genesee Street, Hicksville, New York 11801 also known as Section 45, Block 71, Lots 55 to 57 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 20, 2022, in the total amount of $1,197.04, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,197.04 may be assessed by the Legislature of the County of Nassau against the parcel known as 50 Genesee Street, Hicksville, New York 11801, also known as Section 45, Block 71, Lots 55 to 57 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

18

506

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
50 Genesee Street, Hicksville, New York 11801
Section 45, Block 71, Lots 55 to 57

The Department of Planning and Development, by memorandum dated April 4, 2022, directed the Highway Department to clean the premises located at 50 Genesee Street, Hicksville, New York 11801, also known as Section 45, Block 71, Lots 55 to 57 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated April 25, 2022, advised that the property was cleaned by a crew from the Highway Department on April 20, 2022. The cost incurred by the Town of Oyster Bay was $1,197.04.

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

Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Attorney\Reso 2022\MD 50 Genesee St 6.24.2022.doc

DRAFT

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 April 4, 2022, authorized the Highway Department to clean up the premises located at 50 Genesee Street, Hicksville, New York 11801 also known as Section 45, Block 71, Lots 55 to 57 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 20, 2022, in the total amount of $1,197.04, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $1,197.04 may be assessed by the Legislature of the County of Nassau against the parcel known as 50 Genesee Street, Hicksville, New York 11801, also known as Section 45, Block 71, Lots 55 to 57 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

2022-8584

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 4, 2022

To: **JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY**

From: **MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**

Through: **ELIZABETH L. MACCARONE: COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: **50 Genesee Street, Hicksville, New York 11801**
SBL: 45-71-55

Notice of Violation number 07295 was issued to the owner of the above-referenced premises on 03/25/22 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 Chapter135, Section 54, I am directing that:

- **Remove all garbage and debris from premises.**
- **Remove all outdoor storage from premises.**

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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ELM:ME: ml
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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 4, 2022

Ghulam Mustafa
50 Genesee Street
Hicksville, NY 11801

RE: PREMISES: 50 Genesee Street, Hicksville, NY 11801
SECTION 45 BLOCK 71 LOT 55

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the garbage, debris and outdoor storage on the property.

Please be advised that Notice of Violation Number 07295 (copy attached) has been served on 03/25/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure

THIS INDENTURE, made the 2 day of August, in the year 2016

BETWEEN [redacted]

party of the first part, and Gholam Mustafa
50 Genesse Street
Hicksville, NY 11801

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

, Ten dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

S
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See Schedule "A" Attached Hereto and made a part hereof.

B
71

L
55-57

BEING & INTENDED TO BE THE SAME PREMISES CONVEYED TO
GRANTOR HEREIN BY DEED DATED 2/14/03 RECORDED 3/18/13
IN L 12426, PAGE 239

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Sumit Arora

AC

Town of Oyster Bay
Inter- Departmental Memo

April 25, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 50 GENESEE STREET, HICKSVILLE
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$1,197.04**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-71-55) 50 GENESEE ST HICKSVILLE 11801

Date Apr 20, 2022

Work Order # 92833

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	$37.26	00:00	0	$37.26
VINCENT PADAVANO	General Maintenance	01:00	$53.61	00:00	0	$53.61
SEAN MCLAUGHLIN	General Maintenance	01:00	$28.61	00:00	0	$28.61
THOMAS CORBETT	General Maintenance	01:00	$15.00	00:00	0	$15.00
PETER K SELL	General Maintenance	01:00	$23.56	00:00	0	$23.56
					Total Labor	$158.04

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	$105.00	01:00	$105.00
PU472	2020 FORD F250 PICK UP YELLOW	$79.00	01:00	$79.00
TD727	TRUCK DUMP 2015 FORD F350 YW (T-185) - POWER WAGON	$105.00	01:00	$105.00
			Total Equipment	$289.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
		Total Materials	$750.00

Grand Total $1197.04

Description of Work:

CLEAN UP 50 GENESEE STREET HICKSVILLE

Signature:

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Apr 25, 2022

Meeting of July 12, 2022 Resolution No 507-2022

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 April 25, 2022, authorized the Highway Department to clean up the premises located at 109 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 May 2, 2022, in the total amount of $986.58, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $986.58 may be assessed by the Legislature of the County of Nassau against the parcel known as 109 Arlyn Drive West, Massapequa, New York 11758 also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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507

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
109 Arlyn Drive West, Massapequa, New York 11758
Section 53, Block 145, Lot 5

The Department of Planning and Development, by memorandum dated April 25, 2022, directed the Highway Department to clean the premises located at 109 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 5, 2022, advised that the property was cleaned by a crew from the Highway Department on May 2, 2022. The cost incurred by the Town of Oyster Bay was $986.58.

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

Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Attorney\Reso 2022\MD 109 Arlyn Dr W 6.24.2022.doc

DRAFT

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 April 25, 2022, authorized the Highway Department to clean up the premises located at 109 Arlyn Drive West, Massapequa, New York 11758, also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 May 2, 2022, in the total amount of $986.58, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $986.58 may be assessed by the Legislature of the County of Nassau against the parcel known as 109 Arlyn Drive West, Massapequa, New York 11758 also known as Section 53, Block 145, Lot 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

2022-8588

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 25, 2022

To: **JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY**

From: **MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**

Through: **ELIZABETH L. MACCARONE: COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: **109 Arlyn Dr. W, Massapequa, New York, 11758**
SBL: 53-145-5

Notice of Violation number 07396 was issued to the owner of the above-referenced premises on 04/12/22 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 Chapter135, Section 54, I am directing that:

- **Cut lawn on premises.**
- **Remove all garbage, litter and debris from premises.**

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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ELM:ME: ml
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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 25, 2022

William Dye
109 Arlyn Drive, W.
Massapequa, NY 11758

RE: PREMISES: 109 Arlyn Drive, West, Massapequa, NY 11758
SECTION 53 BLOCK 145 LOT 5

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds, garbage, litter and debris on the property.

Please be advised that Notice of Violation Number 07396 (copy attached) has been served on 04/12/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

STANDARD NYBTU FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made this 19th day of July, 2010

between

[redacted] residing at

109 WEST ARLYN DRIVE, MASSAPEQUA, NEW YORK 11758

party of the first part, and

WILLIAM E. DYE residing at

[redacted]

party of the second part,

WITNESSETH, that the party of the first part, in consideration of $10.00 dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the

SEE "SCHEDULE A" ATTACHED HERETO AND MADE A PART HEREOF.

Tax Map Description: Section: 53; Block: 145; Lots: 5 inclusive

S 53
B 145
L 5

Premises commonly known and referred to as 109 WEST ARLYN DRIVE, MASSAPEQUA, NEW YORK 11758

Being and intended to be the same premises conveyed to the Grantor herein by deed dated DECEMBER 9, 2005 and recorded January 4, 2006 in Liber 12060 Page 907.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

[redacted]

In Presence of:

Town of Oyster Bay
Inter- Departmental Memo

May 5, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 109 ARLYN DRIVE WEST, MASSAPEQUA
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$986.58**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-145-5) 109 ARLYN DRIVEWEST MASSAPEQUA 11758

Date May 2, 2022

Work Order # 93348

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	00:30	$49.28	00:00	0	$24.64
CHRISTOPHER MOORE	General Maintenance	00:30	$31.49	00:00	0	$15.75
NICOLAS CAMMARANO	General Maintenance	00:30	$28.61	00:00	0	$14.31
MICHAEL F FITZPATRICK	General Maintenance	00:30	$23.03	00:00	0	$11.52
ANTHONY MODAFFERI	General Maintenance	00:30	$25.72	00:00	0	$12.86
					Total Labor	$79.08

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	$79.00	00:30	$39.50
TD718	TRUCK DUMP 2013 INTER 7300 YELLO (T-201)- 6 Wheeler	$131.00	00:30	$65.50
TD728	POWER WAGON 2015 T-245	$105.00	00:30	$52.50
			Total Equipment	$157.50

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
		Total Materials	$750.00

Grand Total **$986.58**

Description of Work:
CLEAN UP 109 ARLYN DRIVE WEST MS

Signature:
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: May 4, 2022

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 April 25, 2022, authorized the Highway Department to clean up the premises located at 249 North Syracuse Avenue, North Massapequa, New York 11758, also known as Section 52, Block 51, Lots 1764 to 1766 and 1775 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 27, 2022, in the total amount of $3,367.52, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $3,367.52 may be assessed by the Legislature of the County of Nassau against the parcel known as 249 North Syracuse Avenue, North Massapequa, New York 11758, also known as Section 52, Block 51, Lots 1764 to 1766 and 1775 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

508

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
249 North Syracuse Avenue, North Massapequa, New York 11758
Section 52, Block 51, Lots 1764 to 1766 and 1775

The Department of Planning and Development, by memorandum dated April 25, 2022, directed the Highway Department to clean the premises located at 249 North Syracuse Avenue, North Massapequa, New York 11758, also known as Section 52, Block 51, Lots 1764 to 1766 and 1775 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 4, 2022, advised that the property was cleaned by a crew from the Highway Department on April 27, 2022. The cost incurred by the Town of Oyster Bay was $3,367.52.

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

Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Attorney\Reso 2022\MD 249 N Syracuse Ave 6.24.2022.doc

DRAFT

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 April 25, 2022, authorized the Highway Department to clean up the premises located at 249 North Syracuse Avenue, North Massapequa, New York 11758, also known as Section 52, Block 51, Lots 1764 to 1766 and 1775 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, 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 April 27, 2022, in the total amount of $3,367.52, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $3,367.52 may be assessed by the Legislature of the County of Nassau against the parcel known as 249 North Syracuse Avenue, North Massapequa, New York 11758, also known as Section 52, Block 51, Lots 1764 to 1766 and 1775 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

2022-8591

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 25, 2022

To: **JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY**

From: **MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**

Through: **ELIZABETH L. MACCARONE: COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: **249 N Syracuse Avenue, Massapequa, New York, 11758**
SBL: 52-51-1764 ~~1766~~ & 1775

Notice of Violation number 07225 was issued to the owner of the above-referenced premises on 04/19/22 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 Chapter135, Section 54, I am directing that:

- **Cut lawn and trim all bushes on premises.**
- **Remove all garbage, litter and debris from premises.**

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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito /ml

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ELM:ME: ml
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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 25, 2022

Karen Krieg
249 N. Syracuse Avenue
Massapequa, NY 11758

RE: PREMISES: 249 N. Syracuse Avenue, Massapequa, NY 11758
SECTION 52 BLOCK 51 LOT 1764

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds, garbage, litter and debris on the property.

Please be advised that Notice of Violation Number 07225 (copy attached) has been served on 04/19/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito

Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure

THIS INDENTURE, made the 20th day of April, in the year 2021
BETWEEN

[redacted] **as Executrix under the Last Will and Testament of** [redacted]
who died 11/4/2019.
residing at [redacted]

as executrix of the last will and testament of [redacted], late of 249 North Syracuse Avenue, North Massapequa, New York 11758, deceased,
party of the first part, and
KAREN KRIEG, residing at 249 North Syracuse Avenue, North Massapequa, New York 11758

party of the second part,

WITNESSETH, that the party of the first part, to whom letters testamentary were issued by the Surrogate's Court of the State of New York for the County of Nassau on December 30, 2019 and by virtue of the power and authority given in and by said last will and testament, and in consideration of Two Hundred Fifty Thousand Dollars and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at North Massapequa, in the Town of Oyster Bay, County of Nassau and State of New York and more particularly described in Schedule "A" annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof;
TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise;
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

See 52 Block 51 Group Lot 1764 1766 1775

IN PRESENCE OF:

[redacted]

Town of Oyster Bay
Inter- Departmental Memo

May 4, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 249 NO. SYRACUSE AVENUE, MASSAPEQUA
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$3,367.52**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-51-1764) 249 NO SYRACUSE AVE MASSAPEQUA 11758 **Date** Apr 27, 2022

Work Order # 93317

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:30	$34.38	00:00	0	$85.95
MARTIN LANG	General Maintenance	02:30	$53.37	00:00	0	$133.42
ERIC PETERS	General Maintenance	02:30	$33.65	00:00	0	$84.13
RAYMOND QUEALY	General Maintenance	02:30	$15.00	00:00	0	$37.50
CHRISTOPHER CASTILLO	General Maintenance	02:30	$27.16	00:00	0	$67.90
ANTHONY MILANO	General Maintenance	02:30	$15.00	00:00	0	$37.50
BLAKE A DIAZ	General Maintenance	02:30	$15.00	00:00	0	$37.50
					Total Labor	$483.90

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK370	SANI PACKER 2007 INTER 7400 YW	$105.00	02:30	$262.50
PL078	PAYLOADER 2006 KOMAT 100-5 YW (HT-1)	$168.00	02:30	$420.00
PU443	PICK UP 2012 FORD F-250 YW (25 / 025)	$79.00	02:30	$197.50
TD690	TRUCK DUMP 2010 INTER 7300 YW (T-241)- 6 Wheeler	$131.00	02:30	$327.50
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	$105.00	02:30	$262.50
TD729	6 WHEELER 2015 LIC AM8735	$131.00	02:30	$327.50
			Total Equipment	$1797.50

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
Tipping Fee (per ton)	$88.92	3.78	$336.12
		Total Materials	$1086.12

Grand Total $3367.52

Description of Work:

CLEAN UP 249 N. SYRACUSE AVENUE MS

Signature:

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 2, 2022

Meeting of July 12, 2022 Resolution No 509-2022

WHEREAS, pursuant to Section 182-22(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated April 19, 2022, authorized the Highway Department to clean up the premises located at 4340 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 188, Lot 210, on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on April 22, 2022, in the total amount of $923.16, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $923.16 may be assessed by the Legislature of the County of Nassau against the parcel known as 4340 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 188, Lot 210 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

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

509

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 24, 2022

SUBJECT: Property Cleanup Assessment
4340 Merrick Road, Massapequa, New York 11758
Section 65, Block 188, Lot 210

The Department of Planning and Development by memorandum dated April 19, 2022, directed the Highway Department to clean the premises located at 4340 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 188, Lot 210 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated April 26, 2022, advised that the property was cleaned by a crew from the Highway Department on April 22, 2022. The cost incurred by the Town of Oyster Bay was $923.16.

Pursuant to Section 182-22(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
Special Counsel

RPH:aml
Attachment

S:\Cleanup MD & Reso\MD 4340 Merrick Rd 6.24.2022 Commercial.doc

DRAFT

WHEREAS, pursuant to Section 182-22(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated April 19, 2022, authorized the Highway Department to clean up the premises located at 4340 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 188, Lot 210, on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 24, 2022, pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on April 22, 2022, in the total amount of $923.16, 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, Special Counsel, as set forth in their memorandum dated June 24, 2022, 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 $923.16 may be assessed by the Legislature of the County of Nassau against the parcel known as 4340 Merrick Road, Massapequa, New York 11758, also known as Section 65, Block 188, Lot 210 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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Reviewed By
Office of Town Attorney

2022-8583

Commercial

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 19, 2022

To: **JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY**

From: **MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**

Through: **ELIZABETH L. MACCARONE: COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: **4340 MERRICK ROAD, MASSAPEQUA, NY 11758**
SBL: 65-188-210

Notice of Violation number 07173 was issued to the owner of the above-referenced premises on 04/12/22 for property non-maintenance, in violation of Chapter 182, Section 20 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 Chapter182, Section 20, I am directing that:

- **Remove all garbage, litter and debris from premises, including around dumpster enclosure.**

Pursuant to the provisions of Chapter 182, Section 22 (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 us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER

MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ELM:ME: ml
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

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

ELIZABETH L. MACCARONE
COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

April 19, 2022

Simi Ent. LLC
5-44 47th Road 2nd Fl.
Long Island City, NY 11101

RE: PREMISES: 4340 Merrick Road, Massapequa, New York 11758
SECTION 65 BLOCK 188 LOT 210

Dear Property Owner:

Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 182, Section 20 of the Code of the Town of Oyster Bay, based in part from the garbage, litter and debris on the property.

Please be advised that Notice of Violation Number 07173 (copy attached) has been served on 04/12/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER

Michael Esposito
Code Enforcement Bureau

ELM:ME: ml
Enclosure

THIS INDENTURE, made the 20th day of April, 2015, by **DECK REALTY CO., LLC**, a New York limited liability company (hereinafter referred to as "**Grantor**"), having an address at 544 Elwood Road, East Northport, New York 11731 to **SIMI ENT. LLC**, a New York limited liability company (hereinafter referred to as "**Grantee**"), having an address at 5-44 47th Avenue, Long Island City, New York 11101.

WITNESSETH, that Grantor, in consideration of Ten ($10.00) Dollars, lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Nassau, State of New York, and more particularly described on Exhibit A attached hereto and made a part hereof (the "**Premises**"); the Premises are also known by the street address 4340 Merrick Road, Massapequa, New York (Tax Map Designation: Section 65, Block 188, Lot 210).

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

INTENDED TO BE the same premises conveyed to Grantor by deed December 19, 1986, recorded on December 31, 1986 in Liber 9780 Page 271.

TO HAVE AND TO HOLD the Premises unto Grantee, the heirs or successors and assigns of Grantee forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements at the Premises before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

GRANTOR:

DECK REALTY CO., LLC

By: [redacted]
Name: [redacted]
Title: Authorized Signatory

AC

Town of Oyster Bay
Inter- Departmental Memo

April 26, 2022

TO: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 4340 MERRICK ROAD, MASSAPEQUA
CLEAN-UP

Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. 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 department be reimbursed in the total amount of **$923.16**.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (65-188-210) 4340 MERRICK RD MASSAPEQUA 11758

Date Apr 22, 2022

Work Order # 93177

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
CHRISTOPHER CASTILLO	General Maintenance	01:00	$27.16	00:00	0	$27.16
BLAKE A DIAZ	General Maintenance	01:00	$15.00	00:00	0	$15.00
					Total Labor	$42.16

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD642	TRUCK DUMP 2008 INTER 7300 YW (T-192)- 6 Wheeler	$131.00	01:00	$131.00
			Total Equipment	$131.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	$750.00	1	$750.00
		Total Materials	$750.00

Grand Total **$923.16**

Description of Work:

CLEAN UP 4340 MERRICK ROAD MASSAPEQUA

Signature:

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Apr 26, 2022

WHEREAS, by Resolution No. 383-2022, adopted on May 24, 2022, the Town Board authorized the Department of Public Works to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering, with D & B Engineers and Architects, DPC, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 27, 2022, stated that the design for Contract No. DP22-236 TOBAY Beach Marina Bulkhead Replacement has been completed, and the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of one hundred twenty (120) days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested, that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of General Services, Division of Purchasing, is authorized and directed to proceed with the bidding phase for Contract No. DP22-236, and to proceed with setting a bid date for receiving bids.

-#-

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

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

June 27, 2022

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
TOBAY BEACH MARINA BULKHEAD REPLACEMENT
CONTRACT NO. DP22-236

Town Board Resolution No. 383-2022 authorized D & B Engineers and Architects, DPC 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 120 calendar days.

It is hereby requested that the Town Board 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. They are requested to call the Division of Engineering to establish a bid date.

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

RWL/JCT/SJ/nm

cc: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks

DP22-236 Corrected Docket TOBAY Beach Marina Bulkhead-permission to bid

Meeting of May 24, 2022 Resolution No 383-2022

WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized D&B Engineers and Architects, DPC to provide On-Call Engineering Services relative to Structural Engineering in connection with Contract No. PWC19-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Steven A. Fangmann, P.E., President and CEO, D&B Engineers and Architects, DPC, by letter dated March 23, 2022, described the scope of work to be performed under Contract No. PWC19-22, engineering services related to improvements made to the bulkhead at the Joseph J. Saladino Memorial Marina at TOBAY, and requested approval to utilize Vachris Engineering, P.C., Premier Infrastructure and Energy and Soil Mechanics, Inc., as sub-consultants for said project; and

Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 9, 2022, requested Town Board authorization for D&B Engineers and Architects, DPC, to provide the aforesaid On-Call Engineering Services under Contract PWC19-22, that Vachris Engineering, P.C., Premier Infrastructure and Energy and Soil Mechanics, Inc. be approved as sub-consultants for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed $192,900.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 1902 001; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and D&B Engineers and Architects, DPC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC19-22, and Vachris Engineering, P.C., Premier Infrastructure and Energy and Soil Mechanics, Inc. are hereby approved as sub-consultants for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $192,900.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 1902 001; 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 271-2022, adopted on April 12, 2022, the Town Board authorized the Department of Public Works to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering, with Lockwood, Kessler & Bartlett, Inc., for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 27, 2022, stated that the design for Contract No. DP21-224 John J. Burns Park Bulkhead Replacement has been completed, and the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of three hundred sixty-five (365) days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested, that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of General Services, Division of Purchasing, is authorized and directed to proceed with the bidding phase for Contract No. DP21-224, and to proceed with setting a bid date for receiving bids.

-#-

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

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RECEIVED
LEGISLATIVE AFFAIRS
2022 JUN 29 A 11: 25
TOWN OF OYSTER BAY

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

June 24, 2022

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
JOHN J. BURNS PARK BULKHEAD REPLACEMENT
CONTRACT NO. DP21-224

Town Board Resolution No.271-2022 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 365 calendar days.

The Office of the Inspector General has reviewed the contract and the proposed vendors' disclosure questionnaire and is satisfied that the procurement Policy has been fulfilled.

It is hereby requested that the Town Board 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. They are requested to call the Division of Engineering to establish a bid date.

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

RWL/JCM/TLS/nm

cc: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks

DP21-224 burns park bulkhead permission to bid

Reviewed By
Office of Town Attorney

Meeting of April 12, 2022 Resolution No 271-2022

WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC19-22 with Lockwood, Kessler & Bartlett, Inc. to provide On-Call Engineering Services relative to Structural Engineering for a two (2) 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 February 17, 2022, set forth the scope of work to be performed under Contract No. PWC19-22, in an amount not to exceed $410,000.00, in connection with On-Call Services relative to structural engineering regarding the Bulkhead Replacement at John J. Burns Park, Massapequa; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 21, 2022, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc. to provide On-Call Services relative to structural engineering regarding the Bulkhead Replacement at John J. Burns Park, Massapequa, under Contract No. PWC19-22, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed $410,000.00 for this purpose, with funds to satisfy said engineering costs available in Account No. PKS H 7197 20000 000 2002 001; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Contract, and the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

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. PWC19-22, relative to the Bulkhead Replacement at John J. Burns Park, Massapequa; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $410,000.00, with funds to be drawn from Account No. PKS H 7197 20000 000 2002 001; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon the 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By
Office of Town Attorney

Meeting of July 12, 2022 Resolution No 512-2022

WHEREAS, by Resolution No. 481-2021, adopted on August 17, 2021, the Town Board authorized the Supervisor, or his designee, to execute a license agreement with Frank Suppa Landscaping Corp., for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscape services, the performance of construction/concrete material removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of $25,000.00, per month for a term of September 1, 2021 through August 31, 2023; and

WHEREAS, Frank Suppa, President, Suppa Landscaping Corp., by letter dated June 9, 2022, requested authorization to sub-license a portion of the aforementioned licensed premises to Edgewood Industries, Inc., for the purpose of accepting tree logs, brush and tree branches for processing into wood chips, storing and for use as a salable product; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2022, requested Town Board authorization to sub-license a portion of the aforementioned licensed premises to Edgewood Industries, Inc., for the aforementioned purposes with the sub-licensee subject to the same rules and articles within the existing licensing agreement, and any other additional requirements set forth by the Town of Oyster Bay; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that the Inspector General has reviewed the proposed sub-license agreement and the proposed sub-licensee's questionnaire, and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted, and Frank Suppa Landscaping Corp. is hereby authorized to sub-license a portion of the aforementioned licensed premises to Edgewood Industries, Inc., for the purpose of accepting tree logs, brush and tree branches for processing into wood chips, storing and for use as a salable product, with said sub-licensee subject to the same rules and articles within the existing licensing agreement, and any other additional requirements set forth by the Town of Oyster Bay.

-#-

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

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512

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

JUNE 30, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT: LICENSE AGREEMENT
TOWN OF OYSTER BAY WITH FRANK SUPPA LANDSCAPING CORP.
OLD BETHPAGE SOLID WASTE DISPOSAL COMPLEX

Town Board Resolution No. 481-2021, adopted on August 17, 2021 authorized the Town of Oyster Bay to enter into a license agreement with Frank Suppa Landscaping Corp., for a parcel of land at the Town's Old Bethpage Solid Waste Complex, for a period commencing September 1, 2021 through and including August 31, 2023.

Frank Suppa Landscaping Corp., by letter dated June 9, 2022, requested authorization to sub-license a portion of the licensed premises to Edgewood Industries Inc. for the purpose of accepting tree logs, brush and tree branches for processing into wood chips to store and use as a salable product.

The proposed sub-licensee will be subject to the same rules and articles within the existing License Agreement and any other additional requirements set forth by the Town of Oyster Bay.

The Office of the Inspector General has reviewed the proposed sub-license agreement and the proposed sub-licensee disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

It is therefore recommended and requested that the Town Board authorize by resolution, to sub-license the licensed premises to Edgewood Industries Inc. for the purpose of accepting tree logs, brush and tree branches for processing into wood chips to store and use as a salable product.

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

RWL/JCY/MR/nm

C: Steven Ballas, Comptroller
Daniel Pearl, Commissioner / Department of Sanitation

DOCKET FRANK SUPPA SUB CONTRACTOR SUSPEND

FRANK SUPPA LANDSCAPING CORP.
Phone: 516-338-8757 • Fax: 516-997-4122

June 9, 2022

Office of the Town Attorney
Town of Oyster Bay
Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

Re: Request for Modification/Assignment of License Agreement Between the Town of Oyster Bay and Frank Suppa Landscaping Corp. Agreement dated September 2, 2021 / Resolution No: 481-2021

Dear Sir//Madam:

Pursuant to paragraph 9 of the above referenced agreement, please accept this letter as formal written request to the Town Board on behalf of Frank Suppa Landscaping Corp. as authorization to sub-license the licensed premises, (Old Bethpage Solid Waste Disposal Complex) to two corporations also owned by Frank Suppa. These corporations are as follows:

1. **Edgewood Industries Inc.** – A NY corporation formed on April 26, 2005, for the purpose of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product.
2. **Crush Crete Inc.** – A NY corporation formed on April 18, 2022, for the purpose of accepting aggregate and concrete material for processing and storing and ultimately for use as saleable product.

Frank Suppa has retained an outside consulting company to apply for, renew and maintain necessary permits, completion of annual reporting and all other compliances in accordance with NYSDEC Part 360/361 for SWM Facility Registrations for both referenced companies.

In addition, both referenced companies currently maintain all required insurance policies identified in paragraph 10 of the Licensing Agreement and will furnish to the Town of Oyster Bay on request.

Both companies shall adhere to all other remaining paragraphs within the Licensing Agreement, and any additional requirements of the Town will be fulfilled as required.

I trust this request to be sufficient for your consideration to modify the referenced Licensing Agreement.

Sincerely,

Frank Suppa, President
Frank Suppa Landscaping Corp.

P.O. BOX 0355 • CARLE PLACE • NEW YORK 11514

Meeting of August 17, 2021 Resolution No.481-2021

WHEREAS, Frank Suppa Landscaping Corp. has requested permission to use and occupy a five (5) acre portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Old Bethpage, pursuant to the attached license agreement for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material removal and restoration of the property to its prior condition, and the performance of street sweeping removal services; and

WHEREAS, the use and occupancy of said premises by Frank Suppa Landscaping Corp. would inure to the benefit of the Town by generating income and providing maintenance and security the Town would otherwise have to supply; and

WHEREAS, the proposed use of the premises and the terms of this License Agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex; and

WHEREAS, Frank M. Scalera, Town Attorney and Karen J. Underwood, Deputy Town Attorney, by memorandum dated August 9, 2021, recommended and requested that the Supervisor, or his designee, be authorized and directed to execute the attached license agreement with Frank Suppa Landscaping Corp. for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of concrete material removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of $15,000.00 per month, for a term of September 1, 2021 through February 28, 2022, $20,000.00 per month, for a term of March 1, 2022 through August 31, 2022 and $25,000.00 per month for a term of September 1, 2022 through August 3, 2023,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the attached license agreement with Frank Suppa Landscaping Corp. for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of $25,000.00 per month, for a term of September 1, 2021 through August 31, 2023.

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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

Reviewed By
Office of Town Attorney
Dimenica White

Meeting of July 12, 2022 Resolution No 513-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 30, 2022, requested Town Board approval, for the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members to take the Aquatics Solution Pool Activity Leader course, nunc pro tunc, and required by the Nassau County Department of Health; and

WHEREAS, the course will be conducted by Aquatic Solutions Inc. at a cost of $125.00 per employee for a total cost of $1,875.00 for fifteen (15) upper staff members required to take the course; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendors disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members are hereby authorized to take the Aquatics Solution Pool Activity Leader course, nunc pro tunc, required by the Nassau County Department of Health; and be it further

RESOLVED, That the customer account to be charged for this service will be 70508.

-#-

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

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Town of Oyster Bay

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 30, 2022

SUBJECT: 2022 Summer Recreation Program Pool Activity Leader Course

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The Department of Parks, Division of Recreation, respectfully requests Town Board approval, nunc pro tunc, for the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members to take the Aquatics Solution Pool Activity Leader course. The Nassau County Department of Health requires this course.

Aquatic Solutions Inc. will conduct this course and the cost is $125.00 per employee. The camp will need 15 upper staff members to take this course, totaling $1,875.00.

The Office of the Inspector General has reviewed the proposed vendors disclosure questionnaire and is satisfied that the procurement policy has been fulfilled.

Attached you will find a letter from the Town Attorney's office, dated May 6,2022, certifying guideline 5B (sole source) of the town's procurement policy has been satisfied.

The customer account to be charged for the above-mentioned service will be 70508.

Joseph G. Pinto
Commissioner, Department of Parks

JGP:jd
Attachment

Aquatic Solutions Inc

American Red Cross
Licensed Training Provider

www.aquaticsolutions-cpr.com

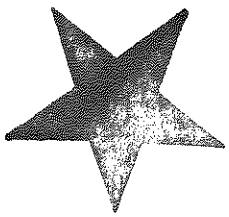
help@aquaticsolutions-cpr.com

Thank you for reaching out to Aquatic Solutions for your American Red Cross training needs.

When choosing Aquatic Solutions, the following is standard:

1. Fully insured with Workman's comp so our trainers are fully covered at your facility. COI gladly provided for Insurance compliance needs.
2. Training with the top American Red Cross Licensed Training Provider in the USA (top tier provider with experienced instructors across various fields)
3. High Volume provider for Hospitals, Non-Profits and municipalities
4. Rapid certification processing so you don't have to wait past the day of the training to get the certifications.
5. We are the source- We are the Provider with the most Instructor Trainers on staff who train all the other providers in the area.
6. Assigned Specialist to ensure your experience is seamless and easy. Let us do the planning!!

We would like you to have a training that will provide all your employees with skills to save a life. When taking a class with Aquatic Solutions we are the gold standard. When and if someone needs to use these skills, that's when the Quality of Aquatic Solutions Training is apparent as compared to any others!!



Customer Information:

Customer Name: Town of Oyster Bay (Jacqueline Devlin)

Customer Address: 977 Hicksville Road, Massapequa, NY, 11758

Customer Phone #: 516.797.7945

Customer Email: jdevlin@oysterbay-ny.gov

Aquatic Solutions Inc

This invoice covers the following:

Product	Quantity	Price
Pool Activity Leader – Various Dates for classes to be held at the Freeport Recreation Center	16 People	$125 per person

Travel Fee	N/A
Tax	----------
Total	$2,000.00

Various Payment methods accepted

Please send payment (check or money order) to:

Aquatic Solutions Inc.
P.O. Box 0285
Oceanside, NY 11572-0285

Purchase Orders:
If paying by Purchase Order, please ensure that payment processing is complete by the day of the class.

Credit Card Purchases - additional 5% service charge added to total as stated above (WAIVED for Camp Oasis):

https://www.aquaticsolution.com/store/p46/Pool_Activity_Leader_Class_%28Camp_Oasis%29.html

Venmo Payments

Payment directions sent upon request.

Company W9 information provided upon request.

Aquatic Solutions Inc

Pool Activity Leader

The purpose of this American Red Cross course is to provide an alternative to having mandated lifeguard staff during camp trips where there will be swimming and aquatic activities at already guarded facilities by providing training to trip leaders which includes portions of the American Red Cross Basic Water Rescue, Waterfront Lifeguarding, and Lifeguard Management curriculum. Taught by certified Lifeguarding Instructors in a fun and energetic classroom setting. This course is taught in a classroom setting and no swimming will be conducted.

General Terms and Conditions

Aquatic Solutions to provide training as per terms and each successful participant to receive an American Red Cross certification valid for 2 years in Pool Activity Leader.

All participants must successfully complete all components of the course as outlined by the American Red Cross to receive a successful mark at the end of the course.

All participants must achieve a minimum of 80% on the written exam in order to receive a successful mark at the end of the course.

Class offerings to be provided by Aquatic Solutions.

Payment is for Pool Activity Leader classes that are pre-scheduled at the Freeport Recreation Center. Payment must be received by Aquatic Solutions in full before certifications are processed.

Agreed & Accepted By: Customer

_____

Representative Signature

_____

Representative Print

_____

Representative Title

_____

Date

Agreed & Accepted By: Aquatic Solutions

Gabrielle Terzano

Representative Signature

Gabrielle Terzano

Representative Print

Director, Programs

Representative Title

April 9, 2022

Date

Staff Members taking the Aquatics Solutions, Inc. Course

1. Schillinger, Alex
2. Coleman, Hannah
3. Bartolo, Olivia
4. Fasulo, Emily
5. Gallo, Matt
6. Cummings, Nicholas
7. Rodriguez, Isiah
8. Resnick, Nikki
9. Cano, Steven
10. Cano, Dean
11. Brigandi, John
12. Dillon, Catherine
13. Grell,Jessica
14. Brooks, Emily
15. Stuart, Rowan

Meeting of July 12, 2022 Resolution No 514-2022

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 9th day of August, 2022, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of SPA 77 H L.P., fee owner, and HICKSVILLE QSR II, INC., lessee, for granting of a Special Use Permit to allow for construction of a drive-through window to an existing Dunkin Donuts at premises located in a Neighborhood Business ("NB") zone, at 538A S. Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block 511, Lots 36 and 39, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in newspapers of general circulation within the Town of Oyster Bay.

-#-

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

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, August 9, 2022, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from SPA 77 H L.P., fee owner, and HICKSVILLE QSR II, INC., lessee, for granting of a Special Use Permit to allow for construction of a drive-through window to an existing Dunkin Donuts at premises located in a Neighborhood Business ("NB") zone, at 538A S. Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block 511, Lots 36 and 39, on the Land and Tax Map of Nassau County.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.

Dated: July 12, 2022, Oyster Bay, New York.

514

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : June 28, 2022

SUBJECT: SPA 77 H L.P., fee owner
Hicksville QSR II, Inc., lessee
Special Use Permit
Premises: 538A S. Broadway, Hicksville, New York
Section 46, Block 511, Lots 36 & 39

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on August 9, 2022 at 10:00 a.m., in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be placed on the action calendar for the July 12, 2022 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS:nb
Enclosure
2017-5824

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, August 9, 2022, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from SPA 77 H L.P., fee owner, and HICKSVILLE QSR II, INC., lessee, for granting of a Special Use Permit to allow for construction of a drive-through window to an existing Dunkin Donuts at premises located in a Neighborhood Business ("NB") zone, at 538A S. Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block 511, Lots 36 and 39, on the Land and Tax Map of Nassau County.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.

Dated: July 12, 2022, Oyster Bay, New York.

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 9th day of August, 2022, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of SPA 77 H L.P., fee owner, and HICKSVILLE QSR II, INC., lessee, for granting of a Special Use Permit to allow for construction of a drive-through window to an existing Dunkin Donuts at premises located in a Neighborhood Business ("NB") zone, at 538A S. Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 46, Block 511, Lots 36 and 39, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

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Reviewed By
Office of Town Attorney

Reviewed By
Office of Town Attorney
Thomas H. Sabellico

Meeting of July 12, 2022 Resolution No 515-2022

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 9th day of August, 2022, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 4B'S REALTY III MICHAEL DRIVE, LLC, fee owner, and SYOSSET JUMPERS, LLC, lessee, for granting of a Special Use Permit to allow for portion of existing building to be used for recreational use at premises located in a Light Industrial ("LI") zone, at 310 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 46, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

-#-

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
Jhanee M. Schaller

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, August 9, 2022, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 4B'S REALTY III MICHAEL DRIVE, LLC, fee owner, and SYOSSET JUMPERS, LLC, lessee, for granting of a Special Use Permit to allow for portion of existing building to be used for recreational use at premises located in a Light Industrial ("LI") zone, at 310 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 46, on the Land and Tax Map of Nassau County.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.

Dated: July 12, 2022, Oyster Bay, New York.

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : June 28, 2022

SUBJECT: 4 B'S REALTY III MICHAEL DRIVE, LLC, fee owner
SYOSSET JUMPERS, LLC, lessee
Special Use Permit
Premises: 310 Michael Drive, Syosset, New York
Section 15, Block 157, Lot 46

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on August 9, 2022 at 10:00 a.m., in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be placed on the action calendar for the July 12, 2022 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS:nb
Enclosure
2015-5172

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, August 9, 2022, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 4B'S REALTY III MICHAEL DRIVE, LLC, fee owner, and SYOSSET JUMPERS, LLC, lessee, for granting of a Special Use Permit to allow for portion of existing building to be used for recreational use at premises located in a Light Industrial ("LI") zone, at 310 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 46, on the Land and Tax Map of Nassau County.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.

Dated: July 12, 2022, Oyster Bay, New York.

Reviewed By
Office of Town Attorney
Thomas H. Schlueter

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 9th day of August, 2022, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 4B'S REALTY III MICHAEL DRIVE, LLC, fee owner, and SYOSSET JUMPERS, LLC, lessee, for granting of a Special Use Permit to allow for portion of existing building to be used for recreational use at premises located in a Light Industrial ("LI") zone, at 310 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 46, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

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Meeting of July 12, 2022 Resolution No. 516-2022

Reviewed By
Office of Town Attorney
Lawrence Walsh

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on June 29, 2022, for Contract No. DP22-233, Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated July 1, 2022 advised that in compliance with the Town's Procurement Policy, the bid proposals were received for Contract No. DP22-233 were reviewed by the Consulting Engineer, John A. Grillo, Architects; and

WHEREAS, by letter dated June 29, 2022, John A. Grillo, Architects, recommended the award of Contract No. DP22-233 to LandTek Group, Inc., the lowest responsive and responsible bidder among three (3) bids received, in the amount of $753,000.00; and

WHEREAS, as per Town policy, $37,650.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of $790.650.00; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of John A. Grillo, Architects, and recommended the award of Contract No. DP22-233, to LandTek Group, Inc., the lowest responsive and responsible bidder, in the amount of $753,000.00, and $37,650.00 for potential quantity increases, for a total bid encumbrance of $790.650.00; and

WHEREAS, the estimated construction time for completion of the contract is thirty (30) calendar days, with funds to be drawn from Account No. PKS H 7197 20000 000 2102 001, Project ID 2102-PKSA-03; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Contract, and the proposed vendor's disclosure questionnaire, and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and Contract No. DP22-233 is awarded to LandTek Group, Inc., in an amount not to exceed $790.650.00, 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 2102 001; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed $790.650.00, upon presentation of a duly certified claim, after audit.

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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

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

JULY 1, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO. TO ITEM NO. 24
DOCKET OF JUNE 28, 2022
AWARD OF CONSTRUCTION CONTRACT
THEODORE ROOSEVELT MEMORIAL PARK
SYNTHETIC TURF FIELD REPLACEMENT
CONTRACT NO.DP22-233
ACCOUNT NO. PKS-H-7197-20000-000-2102-001, PROJ ID. 2102-PKSA-03

In furtherance to Item No. 24 of the June 28, 2022 docket, on June 29, 2022, the Division of Purchasing received three (3) bids for the subject project. The LandTek Group, Inc. of 105 Sweeneydale Ave, Bay Shore NY, 11706, Federal Tax ID: 11-2945683, submitted the lowest bid in the amount of $753,000.00.

Attached is a letter dated June 29, 2022 from the office of John A. Grillo, Architects recommending the award of this contract to The LandTek Group for the amount of $753,000.00. In accordance with Town policy, an additional $37,650.00 shall be encumbered for potential quantity increases, for a total bid encumbrance amount of $790,650.00.

The estimated construction time for completion of the subject contract is 30 calendar days.

Funds are available for the subject contract work in Account No. PKS-H-7197-20000-000-2102-001, Proj. ID. 2102-PKSA-03 in the amount of $790,650.00.

The Office of the Inspector General has reviewed the contract and the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

We concur with the recommendation of John A. Grillo, Architects and request that Contract No. DP22-233 be awarded to The LandTek Group, Inc. in the bid amount of $753,000.00, and that $37,650.00 be reserved for potential quantity increases, for a total bid encumbrance amount of $790,650.00.

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

RWL/JET/MR/SC
Attachments
c: Steven C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks

DP22-233 Roosevelt Park AWARDSUPP

JAG ARCHITECT

JOHN A. GRILLO
ARCHITECT, P.C.
1213 MAIN STREET
PORT JEFFERSON, NY 11777

TEL: (631) 476-2161 FAX: (631) 476-9846

June 29, 2022

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

RE: Town of Oyster Bay
Theodore Roosevelt Memorial Park Synthetic Turf
Contract No.: DP-233
Bid No.: PW 039-22

Dear Mr. Lenz:

Three (3) bids were received, on June 29, 2022, for the work of the referenced project. We have reviewed the lowest bid and recommend award of the contract to The LandTek Group, Inc., as follows:

The LandTek Group, Inc.
105 Sweeneydale Avenue
Bay Shore, NY 11706
631-691-2381 FAX 631-691-2392

in the following amounts:

1.	Base Bid:	$728,000.00
2.	General Allowance:	$25,000.00
3.	Total Base Bid Plus Allowance:	$753,000.00

We have completed several projects with The LandTek Group, Inc. in the past, all with satisfactory results. The LandTek Group, Inc. has submitted the necessary documentation, as required, in support of their bid.

If additional information is required, please don't hesitate to contact our office.

Very truly yours,

John M. Grillo
Architect

JMG:kw

cc: J. Tassone
S. Jordan

TOB - DP22-233 Roosevelt Turf - Rec Ltr

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

June 28, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
THEODORE ROOSEVELT MEMORIAL PARK
SYNTHETIC TURF FIELD REPLACEMENT
CONTRACT NO. DP22-230
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 next Town Board meeting on July 12, 2022 to take action on the award of the Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement.

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

RWL/JCT/MR/SC/nm

cc: Joseph G. Pinto, Commissioner/Parks

DP22-233 Roosevelt Park save a space

Meeting of July 12, 2022 Resolution No. 517-2022

Reviewed By
Office of Town Attorney
Domenica Wade

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 12, 2022, 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 July 7, 2022, 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. 26, relative 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 any additional environmental review or other procedural activities,

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. 26; and be it further

RESOLVED, That said Local Law 7 -22, entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY." is hereby adopted 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.

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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, Pursuant to Resolution No. 292-2017, the Town Board authorized commencement of litigation against entities responsible for any losses sustained by the Town as a result of prior concessionaires' operations at the Town's Woodlands Golf Course, at TOBAY Beach and Tappen Beach; and

WHEREAS, on June 26, 2017, the Town commenced litigation in Supreme Court, Nassau County, Nassau County Clerk's Index No. 606132/2017 for monetary damages against SRB Catering Corp., SRB Concession, Inc., Harendra Singh ("Singh entities"), Frederick Mei, Harris Beach, PLLC ("Harris Beach"), Phoenix Life Insurance Company and Phoenix Variable Insurance Co. ("Phoenix entities"); and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated July 5, 2022, advised that extensive negotiations between the Town and Harris Beach have culminated in a proposed Settlement Agreement, subject to ratification by Town Board, whereby Harris Beach is to pay the Town, One Million Two Hundred and Fifty Thousand Dollars ($1,250,000) in full settlement of this litigation, resulting in the claims as against Harris Beach and the Phoenix entities to be discontinued; and

WHEREAS, Messrs. Scalera and Lesser, by the aforementioned memorandum, advised that the settlement is in the best interests of the Town and recommended that the Town Board approve the proposed settlement and authorize the Town Attorney, to execute any and all documents necessary to effectuate the proposed settlement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is accepted and approved, and the Town Board hereby approves the proposed settlement and authorizes the Town Attorney to execute any and all documents necessary to effectuate the proposed settlement in the Town of Oyster Bay v. Harendra Singh, et al. action.

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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

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Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 5, 2022

SUBJECT: Settlement of Litigation
Town of Oyster Bay v. Harendra Singh, et al.
Nassau County Clerk's Index No. 606132/2017

Pursuant to Resolution No. 292-2017, the Town Board authorized commencement of litigation against entities responsible for any losses sustained by the Town as a result of prior concessionaires' operations at the Town's Woodlands Golf Course, at TOBAY Beach and Tappen Beach.

On June 26, 2017, the Town commenced litigation in Supreme Court, Nassau County, Nassau County Clerk's Index No. 606132/2017, styled Town of Oyster Bay v. Harendra Singh, et al. for monetary damages against SRB Catering Corp., SRB Concession, Inc., Harendra Singh ("Singh entities"), Frederick Mei, Harris Beach, PLLC ("Harris Beach"), Phoenix Life Insurance Company and Phoenix Variable Insurance Co. ("Phoenix entities") Harris Beach thereafter commenced counterclaims against the Town, and crossclaims against the Singh entities, Mei and Phoenix entities.

Extensive negotiations between the Town and Harris Beach have culminated in a proposed Settlement Agreement and Release, attached hereto. Pursuant to the Agreement, Harris Beach is to pay the Town, One Million Two Hundred and Fifty Thousand Dollars ($1,250,000) in full settlement of this litigation, resulting in the claims as against Harris Beach and the Phoenix entities to be discontinued.

It is this Office's opinion that the settlement is in the best interests of the Town and its taxpayers. Therefore, it is this Office's recommendation that the Town Board authorize the proposed settlement and that the Town Attorney be authorized to execute any and all documents necessary to effectuate the proposed settlement in the Town of Oyster Bay v. Harendra Singh, et al. action.

Kindly suspend the rules and place this matter on the July 12, 2022 Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY
Jeffrey Lesser
Jeffrey Lesser
Deputy Town Attorney

JL:jl
Attachment

Reviewed By
Office of Town Attorney

WHEREAS, Pursuant to Resolution No. 292-2017, the Town Board authorized commencement of litigation against entities responsible for any losses sustained by the Town as a result of prior concessionaires' operations at the Town's Woodlands Golf Course, at TOBAY Beach and Tappen Beach; and

WHEREAS, on June 26, 2017, the Town commenced litigation in Supreme Court, Nassau County, Nassau County Clerk's Index No. 606132/2017 for monetary damages against SRB Catering Corp., SRB Concession, Inc., Harendra Singh ("Singh entities"), Frederick Mei, Harris Beach, PLLC ("Harris Beach"), Phoenix Life Insurance Company and Phoenix Variable Insurance Co. ("Phoenix entities"); and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated July 5, 2022, advised that extensive negotiations between the Town and Harris Beach have culminated in a proposed Settlement Agreement, subject to ratification by Town Board, whereby Harris Beach is to pay the Town, One Million Two Hundred and Fifty Thousand Dollars ($1,250,000) in full settlement of this litigation, resulting in the claims as against Harris Beach and the Phoenix entities to be discontinued; and

WHEREAS, Messrs. Scalera and Lesser, by the aforementioned memorandum, advised that the settlement is in the best interests of the Town and recommended that the Town Board approve the proposed settlement and authorize the Town Attorney, to execute any and all documents necessary to effectuate the proposed settlement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is accepted and approved, and the Town Board hereby approves the proposed settlement and authorizes the Town Attorney to execute any and all documents necessary to effectuate the proposed settlement in the Town of Oyster Bay v. Harendra Singh, et al. action.

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Meeting of May 23, 2017 Resolution No. 292-2017

Reviewed By
Office of Town Attorney

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated May 16, 2017, have advised that the Office of the Town Attorney has prepared and is finalizing litigation documents that assert claims relative to prior concessionaires' operations at and involving the Town of Oyster Bay Golf Course, TOBAY Beach, and Tappen Beach; and

WHEREAS, so that the Office of the Town Attorney may expeditiously file such litigation documents, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney have recommended that the Town Board authorize litigation against any and all individuals and/or entities responsible for any losses sustained by the Town as a result of prior concessionaires' operations ,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Office of the Town Attorney is hereby authorized to commence litigation against any and all individuals and/or entities responsible for any losses sustained by the Town as a result of prior concessionaires' operations at and involving the Town of Oyster Bay Golf Course, TOBAY Beach, and Tappen Beach.

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Abstain

cc: Supervisor
Town Attorney
Comptroller (2)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement"), dated as of July _, 2022, is made and entered into by and between the Town of Oyster Bay (the "Town") and William J. Garry and Harris Beach, PLLC (collectively, "Harris Beach"). Each of the foregoing entities and individuals is sometimes referred to as a "Party" and collectively as the "Parties."

MUTUAL RECITALS

WHEREAS, the Town operates recreational facilities including public beaches and a golf course, including catering and concessions that it provides through licensees;

WHEREAS, between 2000 and 2008, the Town awarded Harendra Singh ("Singh"), through his companies SRB Catering Corp. and SRB Concession, Inc. (the "Singh entities"), licenses to operate concessions at the Town's Woodlands golf course ("Woodlands") and at its TOBAY beach ("TOBAY Beach");

WHEREAS, on or about June 26, 2017, the Town commenced an action by filing a complaint against Singh and the Singh entities, Deputy Town Attorney Frederick Mei ("Mei"), Harris Beach and Phoenix Life Insurance Co. and Phoenix Variable Insurance Co. (collectively, "Phoenix") in the Supreme Court of the State of New York, County of Nassau, captioned *Town of Oyster Bay v. Harendra Singh, et al.*, Index No. 606132/2017 (the "Action") alleging, *inter alia*, that Harris Beach and Phoenix aided and abetted Singh and Mei to defraud the Town in connection with an alleged loan fraud scheme, by among other acts, respectively issuing legal opinions and providing loans;

WHEREAS, on or about February 14, 2020, as amended on or about May 14, 2020, Harris Beach filed counterclaims against the Town, and crossclaims against Singh and the Singh entities, Deputy Town Attorney Mei, and Phoenix in the Action;

WHEREAS, on or about September 14, 2020, Harris Beach commenced a third-party action against former Nassau County Executive Edward Mangano and former Town Attorney Leonard Genova;

WHEREAS, Harris Beach denies the allegations of the complaint in the Action, and the Town denies the allegations of the counterclaims in the Action;

WHEREAS, the Parties mutually desire to resolve the disputes between them, including by settling the Action and all claims asserted or that could have been asserted against each other in the Action;

WHEREAS, without any Party admitting any liability whatsoever to any other Party, the Parties have agreed, due to the inherent uncertainty of litigation and to avoid costly and protracted litigation, to enter into this Agreement to settle and resolve all claims the Town has asserted against Harris Beach and Phoenix, the counterclaims and all other disputes between the Town and Harris Beach;

WHEREAS, the Parties hereto enter into this Agreement as a full and final settlement of all of their respective claims and the differences and disputes between them whether or not they were pled in the Action;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth below and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree for themselves and for their respective successors and permitted assigns as follows:

Article I. Definitions

Section 1.1 Definitions. As used in this Agreement, the following terms have the meanings indicated:

"Business Day." The term "Business Day" means any day on which commercial banks are not authorized or required by applicable law to close in New York, New York.

"Claims." With the express exception of any claims arising out of a breach of this Agreement, "Claims" means all claims, demands, damages, causes of action, lawsuits, liabilities, debts, accounts, dues, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, grievances, injuries, arbitrations, trespasses, extents, executions, sums of money, damages, judgments, demands, rights, costs, losses, expenses, attorneys' fees, costs, compensation, suits in equity, of whatsoever kind, or any right to any monetary recovery or any other personal relief, whether known or unknown, in law or in equity, by contract, tort or pursuant to federal, state or local statute, regulation, ordinance or common law, which the Parties now have, ever had, or may hereafter have against the other, based upon or arising from any fact or set of facts, whether known or unknown to each Party, from the beginning of time until the Effective Date of this Agreement arising out of or relating to any claims, counterclaims, defenses and/or affirmative defenses that were or could have been raised in the Action.

"Dollars" or "$." "Dollars" or "$" means U.S. dollars.

"Person." "Person" means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, governmental authority or other legal entity, in each case whether in an individual or representative capacity.

Section 1.2 Interpretive Provisions. As used in this Agreement, the following terms have the meanings indicated:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) words defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(d) the word "or" shall be disjunctive but not exclusive; and

(e) the headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties to this Agreement.

Article II. Settlement Terms

Section 2.01 Settlement Payment.

(a) Harris Beach shall pay the Town a total of One Million Two Hundred and Fifty Thousand Dollars and Zero Cents ($1,250,000) (the "Settlement Amount") within five (5) Business Days following the full execution and delivery of this Agreement.

(b) The Settlement Amount shall be paid to the Town on or before 5:00 p.m., New York time, on the payment date, by wire transfer to the Town as specified below:

Bank:
Account number:
Active ACH Blocks/Filters on file
Routing number ACH/EFT
Routing number DOM. WIRES
SWIFT Code INTL WIRES
Account Name:
Account Address:

Section 2.02 Dismissal of the Claims in the Action. Concurrently with the execution and delivery of this Agreement, the Parties together with Phoenix, shall execute a Stipulation of Discontinuance in the form attached hereto as **Exhibit A** (the "Stipulation"). Phoenix's execution and delivery of this stipulation is a condition precedent to the effectiveness of this Agreement. Counsel for the Town shall hold the executed Stipulation in escrow pending the Town's confirmation of receipt of the Settlement Amount. Within two business days of receipt of such confirmation, counsel for the Town shall cause the executed Stipulation to be electronically filed in the Action with the Supreme Court of the State of New York, Nassau County.

Article III. Mutual Releases

Section 3.01 The Town's Release of Harris Beach. With the express exception of any claims arising out of this Agreement or a breach of this Agreement, effective upon the Town's receipt of the Settlement Amount, the Town on behalf of itself and any of its officers, directors, employees, affiliates, subsidiaries, attorneys, shareholders, related parties, parent entities, predecessors, successors and assigns, hereby (a) fully and forever releases, relieves, waives, relinquishes and discharges Harris Beach, and any of their past or present or future officers, directors, employees, representatives, subsidiaries, attorneys, members, shareholders, affiliates, related entities, parent entities, successors, predecessors, and assigns from all Claims; and (b) voluntarily accepts the consideration referred to above for the purpose of making a full and final compromise, adjustment and settlement of all Claims as aforesaid and agrees that except as expressly set forth in this Agreement the Town has not been induced to enter into this release by reason of any promise (express or implied), representation or warranty of any nature or kind

whatsoever and that there is no condition, expressed or implied, or collateral agreement affecting this Agreement.

Section 3.02 Harris Beach's Release of the Town. With the express exception of any claims arising out of this Agreement or a breach of this Agreement, effective upon the execution and delivery of this Agreement, Harris Beach, on behalf of themselves and any of their officers, directors, employees, affiliates, subsidiaries, attorneys, members, shareholders, related parties, parent entities, predecessors, successors and assigns, hereby (a) fully and forever release, relieve, waive, relinquish and discharge the Town, and any of their past or present or future officers, directors, employees, representatives, subsidiaries, attorneys, shareholders, affiliates, related entities, parent entities, successors, predecessors, and assigns from all Claims; and (b) voluntarily accept the settlement and release contemplated hereby as settlement of all Claims as aforesaid and agree that except as expressly set forth in this Agreement Harris Beach has not been induced to enter into this release by reason of any promise (express or implied), representation or warranty of any nature or kind whatsoever and that there is no condition, expressed or implied, or collateral agreement affecting this Agreement.

Article IV. Representations; Other Agreements

Section 4.01 Representations and Warranties by each Party. Each of the Parties hereto represents and warrants to each other Party as follows:

(a) They have the full power and authority to execute and deliver this Agreement and to enter into any transactions contemplated hereunder and to perform their obligations hereunder. The execution, delivery, and performance by each Party to this Agreement has been duly authorized by all necessary action (including corporate or organizational action, if necessary) on their part, and this Agreement constitutes a valid and binding obligation of theirs, enforceable against them in accordance with its terms, and no consent, approval, or authorization of any party or governmental entity which is not a party to this Agreement is necessary to consummate the transactions contemplated by this Agreement. With respect to the Town, the Town Board has approved this Agreement and the authority of the signatory on behalf of the Town to enter into it.

(b) They have carefully read this Agreement and decided to enter into this Agreement based upon their analysis of the matters described in this Agreement and the advice of their counsel.

(c) They understand the effect of the settlement in Article II and the release in Article III and have had an opportunity to consult with counsel regarding the same, and have not transferred, assigned, hypothecated, or otherwise transferred any of the causes of action released or settled herein to any other Person who is not bound by the provisions hereof.

(d) Neither they, nor any other person acting on their respective behalf, has assigned to any Person any Claims released herein.

Section 4.02 Covenant Not to Sue. Except insofar as a Party is asserting that another Party is not in compliance with this Agreement, the Parties hereby covenant that each will refrain from commencing any action or suit or participating or assisting in any manner in the

commencement or prosecution of any action or suit arising out of or relating to the Claims or the Action.

Article V. Miscellaneous

Section 5.01 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements, proposed agreements, negotiations and discussions with respect to the subject matter hereof. This Agreement may not be altered, modified or amended, unless by writing executed by the Parties hereto, nor any of its provisions waived, unless in writing by the Party granting such waiver.

Section 5.02 Time of the Essence. Time is of the essence with respect to each provision of this Agreement.

Section 5.03 Notices. All notices, requests, demands, applications, services of process, and other communications which may be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by (i) personal delivery; or (ii) nationally recognized commercial overnight carrier for next Business Day delivery with receipt; and with copy by electronic mail, portable document format, to the Parties at the following addresses:

If to Harris Beach:

Harris Beach, PLLC
99 Garnsey Road
Pittsford, NY 14534
Email: dmoore@harrisbeach.com
Attention: Daniel J. Moore, Esq.

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Email: perkinsj@gtlaw.com
Attention: James W. Perkins, Esq.

If to the Town:

Town Attorney, Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771
Email: fscalera@oysterbay-ny.gov
Attention: Frank Scalera, Esq.

Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010
Email: jonpickhardt@quinnemanuel.com
Attention: Jonathan E. Pickhardt, Esq.

or to such other address as any Party shall have furnished to the other by written notice given in accordance with this Section. Such notice shall be effective, (i) if delivered in person or by courier, upon actual receipt by the intended recipient, or (ii) if sent by nationally recognized commercial overnight carrier for next Business Day delivery with receipt, upon the date of delivery as shown by the return receipt therefor.

Section 5.04 No Waivers. No failure or delay by any Party hereto in exercising any right, power, or privilege hereunder operates as a waiver thereof, and no single or partial exercise thereof precludes any other or farther exercise thereof or the exercise of any other right, power or privilege.

Section 5.05 Amendments and Waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and executed and delivered by each Party hereto.

Section 5.06 Use of the Agreement. This Agreement may be used by any Party as evidence in a subsequent proceeding in which a breach of this Agreement is alleged.

Section 5.07 Binding Effect; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns. No Party shall assign this Agreement or delegate any of its duties hereunder to any other Person without the prior written consent of the other Parties hereto. In no event shall any assignment of rights relieve any Party of its obligations hereunder.

Section 5.08 Additional Documents/ Further Assurances. The Parties shall at any time and from time to time sign and deliver such further documents and do such further acts and things as may reasonably be necessary to effectuate the purposes of this Agreement.

Section 5.09 Jurisdiction. The Parties irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the courts of the State of New York located in the County of Nassau for any action, suit, or proceeding arising out of or based on this Agreement or any matter relating to it and waive any objection that they may have to the laying of venue in any such court or that any such court is an inconvenient forum or does not have personal jurisdiction over them.

Section 5.10 GOVERNING LAW. THE VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

Section 5.11 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

Section 5.13 Construction. This Agreement has been negotiated by the Parties and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the Party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

Section 5.14 Parties Pay Own Fees, Costs and Expenses. The Parties agree to pay their own fees, costs, and expenses related to the Action and the negotiation and execution of this Agreement and the transactions contemplated by this Agreement.

Section 5.15 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties hereto, each of their affiliates and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

Section 5.16 Enforcement of Agreement. In the event that an action is commenced by any Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to an award of its costs and expenses, including attorneys' fees, in connection with any such action.

Section 5.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. For purposes of this Agreement, signatures by facsimile or other electronic transmission shall be deemed originals.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the Parties hereto have signed this Agreement as of the day and year first written above.

HARRIS BEACH, PLLC

By: _____
Name: _____
Title: _____

THE TOWN OF OYSTER BAY

By: _____
Name: _____
Title: _____

WILLIAM GARRY, ESQ.

By: _____
Name: _____
Title: _____

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

---------- x

TOWN OF OYSTER BAY,

Plaintiff,

- against -

HARENDRA SINGH, S.R.B. CONVENTION & CATERING CORP., SRB CONCESSION, INC., HVS TAPPAN BEACH, INC., RUBY SINGH, FREDERICK MEI, HARRIS BEACH, PLLC, WILLIAM J. GARRY, PHOENIX LIFE INSURANCE CO., and PHL VARIABLE INSURANCE CO.,

Defendants.

Index No. 606132/2017

(Hon. Linda S. Jamieson)

STIPULATION OF DISCONTINUANCE OF CLAIMS, COUNTERCLAIMS AND CROSS-CLAIMS WITH PREJUDICE

---------- x

HARRIS BEACH, PLLC and WILLIAM J. GARRY,

Third-Party Plaintiffs,

- against -

EDWARD MANGANO and LEONARD GENOVA,

Third-Party Defendants.

---------- x

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for the parties herein, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, or a conservatee, and no person not a party has an interest in the subject matter of the action, all claims, including counterclaims, asserted in the above-entitled action be, and the same hereby are discontinued, as between plaintiff the Town of Oyster Bay, defendants Harris Beach, PLLC and William J. Garry, and defendants Phoenix Life Insurance

Co. and PHL Variable Insurance Co., with prejudice, and without costs to either party as against the other.

IT IS FURTHER STIPULATED AND AGREED, that the crossclaims asserted between defendants Harris Beach, PLLC and William J. Garry, on the one side, and defendants Phoenix Life Insurance Co. and PHL Variable Insurance Co., on the other side, are dismissed with prejudice, and without costs to either party as against the other.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be signed in counterparts and that facsimile signatures shall be deemed the same as an original signature.

Dated: New York New York
June _, 2022

GREENBERG TRAURIG, LLP

_____

James W. Perkins, Esq.
Anne C. Reddy, Esq.
Andrea N. Chidyllo, Esq.
One Vanderbilt Avenue
New York, NY 10017
Tel: (212) 801-9200

Attorneys for Defendants Harris Beach, PLLC and William J. Garry, Esq.

LEWIS JOHS AVALLONE AVILES, LLP

_____

Bryan F. Lewis, Esq.
Annemarie S. Jones, Esq.
1377 Motor Parkway, Suite 400
Islandia, NY 11749
Tel: (631) 755-0101

Attorneys for Defendants Phoenix Life Insurance Co. and PHL Variable Insurance Co

QUINN EMANUEL URQUHART & SULLIVAN, LLP

_____

Jonathan E. Pickhardt, Esq.
Rex Lee, Esq.
51 Madison Avenue, 22nd Floor
New York, NY 10010
(212) 849-7000

TOWN ATTORNEY

_____

Frank Scalera, Esq.
54 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6150

Attorneys for Plaintiff Town of Oyster Bay

Reviewed By
Office of Town Attorney
Elizabeth A. Laughnan

Meeting of July 12, 2022 Resolution No 519-2022

WHEREAS, Donald M. Schiavetta, President, Bethpage Chamber of Commerce, Inc., P.O. Box 636, Bethpage, New York 11714, by letter dated June 27, 2022, requested that the Highway Department close Broadway, between Powell Avenue and Nibbe Lane, in Bethpage, and that the Department provide the Bethpage Chamber of Commerce with the use of twelve (12) traffic barricades, and twenty (20) traffic cones, so that the Chamber may conduct its "Music on Broadway" event, from 4:00 p.m. to 11:00 p.m., on both Saturday, July 30, 2022, and Saturday, August 20, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated July 8, 2022, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department does not object to closing Broadway, between Powell Avenue and Nibbe Lane, in Bethpage, and to providing the Bethpage Chamber of Commerce with the use of twelve (12) barricades, and twenty (20) traffic cones, so that the Chamber may conduct its "Music on Broadway" event, from 4:00 p.m. to 11:00 p.m., on both Saturday, July 30, 2022, and Saturday, August 20, 2022; 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 Town Board hereby approves the requests as set forth hereinabove, and hereby authorizes the Highway Department to close Broadway, between Powell Avenue and Nibbe Lane, in Bethpage, and to provide the Bethpage Chamber of Commerce with the use of twelve (12) barricades, and twenty (20) traffic cones, so that the Chamber may conduct its "Music on Broadway" event, from 4:00 p.m. to 11:00 p.m., on both Saturday, July 30, 2022, and Saturday, August 20, 2022, 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, the Deputy Commissioner of the Deputy Commissioner, Department of Public Works, Highway Division, or their 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 its 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 in the amounts of $2,000,000.00 in bodily injury, and $1,000,000.00 in property damage, and naming the Town as an additional insured, in connection with the afore-described activity.

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety.

-#-

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

519

17

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 8, 2022

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISON

SUBJECT: BETHPAGE CHAMBER OF COMMERCE MUSIC ON BROADWAY EVENT
SATURDAY, JULY 30TH 2022 AND SATURDAY, AUGUST 20TH 2022

Enclosed please find letter from Don Schiavetta, President, requesting our assistance on behalf of the Bethpage Chamber of Commerce, in hosting their two Music on Broadway events on Saturday, July 30th 2022 and Saturday, August 20th 2022.

The Highway Department has no objection to the closure of Broadway in Bethpage, between Powell Avenue and Nibbe Lane from 4:00 P.M to 11:00 P.M. for the events on the above-mentioned dates.

In addition, the Highway Department can readily supply Twelve (12) Barricades and Twenty (20) Traffic Cones for the event.

The Parks Department is providing various equipment for this event as well.

Bethpage Chamber of Commerce is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement for this event. Therefore, Town Board approval is requested.

Please suspend all rules and place on July 12th 2022 Town Board Calendar

John P. Bishop

JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION
JPB/kaz

C: Peter Brown, General Foreman 002
Richard Lenz, P.E., Commissioner of DPW
Cathy Mcwilliams, Department of Parks
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration

Bethpage Chamber of Commerce

PO Box 636
Bethpage, NY 11714
E-mail: bethpagechamber@gmail.com

June 27, 2022

John Bishop, Deputy Commisioner
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Dear Deputy Commissioner Bishop,

I am writing to request your assistance with The Bethpage Chamber of Commerce's Music on Broadway event which will be held on Saturday, July 30 and Saturday, August 20, 2022. This event is being brought to the community free of charge. We have already requested and received approval from Nassau County to close the road to vehicular traffic between Powell Avenue and Nibbe Lane between the hours of 4:00 pm and 11:00 pm for these events.

We are requesting your assistance to supply 12 barricades and 20 traffic cones to help us with traffic diversion. These barricades can be delivered behind BK Sweeney's on Friday and can be picked up from that same location on Monday.

If you need additional information, or have any questions or concerns, please contact me at [redacted]

Sincerely,

Don Schiavetta
President
Bethpage Chamber of Commerce

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2022

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 SUBROGATIONIS 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	CONTACT NAME:	
RISK PLACEMENT SERVICES INC 12120914 50 CHARLES LINDBERGH BLVD 602 UNIONDALE NY 11553	PHONE (A/C, No, Ext): (800) 749-7326	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Casualty Insurance Company	29424
INSURED BETHPAGE CHAMBER OF COMMERCE INC PO BOX 636 BETHPAGE NY 11714-0636	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT [X] LOC OTHER:			12 SBM ID5146	06/20/2022	06/20/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			12 SBM ID5146	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay Highway 150 MILLER PL SYOSSET NY 11791	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 Susan L. Castaneda

Hold Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 7 day of July 2022, by Bethpage Chamber of Commerce (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Showmobile, barricades and cones

for the event described as Music on Broadway.
The property/equipment is needed from 7/30/2022 4 pm to 11 pm.
The event for which the property and/or equipment is requested ( ) is (X) is not a profit making event.

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 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, in the amounts of $1,000,000 each occurrence, $2,000,000 general aggregate and, where appropriate, $2,000,000 products, naming the Town as additional insured. 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

Bethpage Chamber of Commerce

Address of Organization

PO Box 636
Bethpage NY 11714

By: [signature]
Authorized Representative

Title: President

Telephone Number: [redacted]

s:\attorney\lfh\lfh\holdharmlessforusetownproptyeuip.docx

TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION

Applicant Name: Bethpage Chamber of Commerce

Event Description: Music on Broadway

Event Date: 7/20/2022 and 8/20/2022

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at https://forward.ny.gov/.

Applicant Signature

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

On the 5 day of July, 2022 before me, the undersigned, personally appeared Donald Schiavetta personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

GAIL LINDEMANN
Notary Public, State of New York
No. 01LI6299458
Qualified in Suffolk County
Commission Expires March 24, 2026

Notary Public

Last Revised: May 5, 2021

WHEREAS, by Resolution No. 478-2022, adopted on June 28, 2022, the Town Board authorized Hirani Engineering & Land Surveying, P.C., to provide engineering services in connection with Contract No. PWC19-22, and authorized the Comptroller to issue an encumbrance order in an amount not to exceed $10,800.00 for this purpose, with funds available for payment in Account No. HWY H 5997 2000 000 2104 016; and

WHEREAS, Frank M. Scalera, Town Attorney, and Karen J. Underwood, Deputy Town Attorney, by memorandum dated July 12, 2022, advised that subsequent to the adoption of Resolution No. 478-2022 by the Town Board on June 28, 2022, the Office of the Town Attorney discovered that the language included in this adopted Resolution did not match the language set forth in the supporting documentation provided by the Commissioner of the Department of Public Works, by memorandum dated June 17, 2022, and Hirani Engineering & Land Surveying, P.C., by letter dated June 7, 2022; and

REVIEWED BY
OFFICE OF TOWN ATTORNEY

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Underwood, by said memorandum, recommended that Resolution No. 478-2022 be amended by replacing the language contained therein in its entirety, utilizing the supporting documentation provided by the Commissioner of the Department of Public Works, by memorandum dated June 17, 2022, and Hirani Engineering & Land Surveying, P.C., by letter dated June 7, 2022, as follows:

WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works/Highway to enter into Contract No. PWC18-22, On-Call Engineering Services relative to Structural Engineering, with Hirani Engineering & Land Surveying, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Hirani Engineering & Land Surveying, P.C., by letter dated June 7, 2022, described the scope of work to be performed under Contract No. PWC19-22, relative to design and inspection services for Hicksville Parking Facility Ramp Girder Reinforcement, in an amount not to exceed $102,974.00 and for the final design services for Hicksville Parking Facility Water Infiltration and Reinforcing, in an amount not to exceed $27,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memoranda dated June 13, 2022 and June 17, 2022, requested Town Board authorization for Hirani Engineering & Land Surveying, P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC19-22, and that the Comptroller be directed to issue encumbrance orders in amounts not to exceed $102,974.00 and $27,000.00 respectively, for the aforementioned purposes, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted and Resolution No. 478-2022, adopted on June 28, 2022 is hereby amended in its entirety; and be it further

RESOLVED, the requests as hereinabove set forth are approved, and Hirani Engineering & Land Surveying, P.C., is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC19-22, and the Comptroller is hereby authorized and directed to issue encumbrance orders in amounts not to exceed $102,974.00 and $27,000.00 respectively, for the aforementioned purposes, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016.

-#-

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