

*John Canning*  
COMMISSIONER OF HUMAN RESOURCES

APPROVER

Meeting of May 21, 2024

RESOLUTION P-9-2024

WHEREAS, The 2024 Budget, adopted October 24, 2023 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 2024 Budget, on October 24, 2023, 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 |

*John Lanning*  
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of May 21, 2024

PA - 9-2024

WHEREAS, Resolution #PA 3-73, adopted the 1973 Graded Salary Plan for all titles in use in the Town of Oyster Bay; and

WHEREAS, it is deemed necessary periodically to change or upgrade the grades of such approved titles of Nassau County Civil Service Commission,

NOW, THEREFORE, BE IT RESOLVED, that the Graded Salary Plan, as adopted by Resolution #PA 3-73, on January 1973, be and hereby is amended to reflect the following effective May 21, 2024:

| TO CHANGE THE GRADE OF:                       | FROM: | TO: |
|---|-------|-----|
| Coordinator of Activities for the Handicapped | 23    | 26  |

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 May 21, 2024

Resolution No. TF-7-2024

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

| ITEM NO. | DEPT. | AMOUNT       | FROM                       |
|----------|-------|--------------|----------------------------|
| 019-24   | IGA   | \$ 50,000.00 | IGA CD 6293 48020 000 CW22 |
|          |       |              | TO                         |
|          |       | \$ 50,000.00 | IGA CD 6293 48010 000 CW22 |

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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 |

2A

TOWN OF OYSTER BAY  
Inter-Departmental Memo

MAY 10, 2024


TO: MEMORANDUM DOCKET  
FROM: FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
SUBJECT: TRANSFER OF FUNDS

AMOUNT: \$ 50,000

|       |  |              |
|-------|--|--------------|
| FROM: | IGA CD 6293 48020 000 CW22<br>(On Job Training)    | \$ 50,000.00 |
| TO:   | IGA CD 6293 48010 000 CW22<br>(Classroom Training) | \$ 50,000.00 |

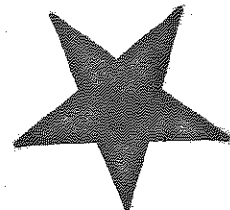
The above listed transfer of funds is required to accommodate the Department of Intergovernmental Affairs (IGA), Division of Employment and Training's (DET) Workforce Innovation and Opportunity Act (WIOA) program expenses. All of the above referenced WIOA program funding is provided to the Town through a federal grant passed through the New York State Department of Labor.

As IGA DET is informed by NYS DOL of its annual appropriation of WIOA funding, IGA DET makes projections as to how that funding will be utilized on program expenses over the course of the fiscal year. As the fiscal year advances and actual expenditures vary from preliminary projections, transfers of WIOA funds are required to accommodate present day WIOA program needs. We therefore respectfully request a Town Board resolution authorizing the Comptroller's office to complete the above listed transfers of funds.

  
Frank V. Sammartano  
Commissioner

FVS:dp

LEGISLATIVE AFFAIRS  
MAY 10 PM 1:47





Meeting of May 21, 2024

Resolution No. 375-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 25, 2024, requested Town Board authorization to issue a refund in the amount of \$332.50 to Scott Bookspan, a Town of Oyster Bay resident, to reimburse him for fees paid for his son to attend the Spring 2024 Ice Hockey House League 14/16U, as his son can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Bookspan is entitled to a refund of the \$350.00 registration fee, less the 5% administration fee of \$17.50, for a total refund of \$332.50,

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 a refund in the amount of \$332.50 to Scott Bookspan; and be it further

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

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

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*AS*  
Reviewed By  
Office of Town Attorney  
*Danica Wolfe*

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

375

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 4/25/2024

SUBJECT: Scott Bookspan- 2024 Spring Ice Hockey House League Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$332.50 (three hundred thirty two dollars and 50/100 cents) to Town of Oyster Bay resident Scott Bookspan, 29 Diamond Dr, Plainview, NY 11803. Mr. Bookspan's son will not be attending the Spring 2024 Ice Hockey House League 14/16U.

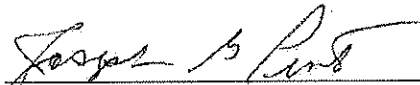
Based on the 2024 Town of Oyster Bay refund policy, Scott Bookspan is eligible to receive the refund minus a 5% administration fee as follows:

|                                |                |
|--------------------------------|----------------|
| Ice Hockey House League 14/16U | \$350.00       |
| <u>5% Administration Fee</u>   | <u>\$17.50</u> |

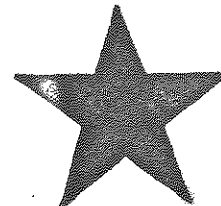
**TOTAL REFUND                    \$332.50 (three hundred thirty two dollars and 50/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

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

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

JGP/nh



Meeting of May 21, 2024

Resolution No. 376-2024

*AS*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Lia Palumbo*

WHEREAS, Angelo Palumbo, by letter dated April 26, 2024, requested to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Angelo and Lia Palumbo's parents: Domenico, Guiseppina, and their brothers: Michele and Michele Palumbo; and

WHEREAS, the value of the plaque is estimated to be \$1,325.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 29, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Angelo Palumbo to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Angelo and Lia Palumbo's parents: Domenico and Guiseppina and their brothers: Michele and Michele Palumbo.

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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  | Ayc |
| Councilwoman Johnson | Ayc |
| Councilman Imbroto   | Ayc |
| Councilman Hand      | Ayc |
| Councilman Labriola  | Ayc |
| Councilwoman Maier   | Ayc |
| Councilwoman Walsh   | Ayc |

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** April 29, 2024

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The Department of Parks has received a request from Angelo Palumbo (letter attached) requesting a memorial plaque on a new bench at Theodore Roosevelt Memorial Park and Beach in memory of Angelo and Lia Palumbo's parents and brothers: Domenico, Guiseppina, Michele and Michele.

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

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from Angelo Palumbo.

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

  
  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

JGP/dc

Date: 4/26/2024

From: Angelo Palumbo

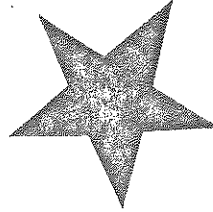
Requesting: We are donating a new bench and plaque in honor of:

Parents and brothers (Domenico & Giuseppina and Michele and Michele Palumbo)

To be placed in:

**Theodore Roosevelt Memorial Park**

In the specific area confirmed with Dan on 4/25/2024.



Thank you.

Angelo Palumbo

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

- 8" x 4" plaque is \$425.00 – includes 4 lines top to bottom
- 8" x 6" plaque is \$560.00 – includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

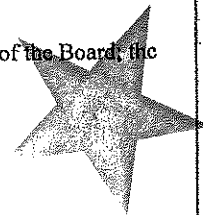
- 8" x 4" plaque placed under an existing tree is \$500.00
- 8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.

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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  | Absent |
| Councilwoman Maier   | Aye    |
| Councilwoman Walsh   | Aye    |



WHEREAS, CHELSEA QUINN fee owner, has applied for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or similar structure at 356 Riviera Drive South, Massapequa, New York 11758, known and designated as Section 65, Block 228 Lot 49, on the Nassau County Land and Tax Map; and

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated April 26, 2024, stated that Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the Town waterways, which the proposed structure does, and requested a calendar date of May 21, 2024, for Town Board action, in connection with the aforementioned application; and

WHEREAS, pursuant to Section 241-9(E)(3) of the Code of the Town of Oyster Bay, Deputy Commissioner Byrne, by said memorandum directed CHELSEA QUINN, Applicant, to provide an Affidavit of Mailing Notice; and

WHEREAS, more than 14 days have elapsed since said Affidavit of Mailing Notice was provided; and

WHEREAS, Julia K. Schneider, AICP, CPESC, Director of TEQR, Department of Environmental Resources, by memorandum dated April 12, 2024, advised that pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Oyster Bay Town Code), the Department of Environmental Resources has reviewed the dock building permit application referenced above, and has reviewed the relevant environmental factors affected by the uses proposed in the subject application; and has determined that said application is deemed to fall under the New York State Environmental Quality Review Act (SEQR), 6 NYCRR, Part 617, Section 617.5(c)(12), Type II Actions List, relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, Section B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances," and as such have been predetermined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board declares that the aforementioned dock application is a Type II Action pursuant to the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c) (12) Type II Actions List; and be it further

RESOLVED, That the application of CHELSEA QUINN, to erect, maintain, alter or improve a dock, float, pier, bulkhead or similar structure, at 356 Riviera Drive South, Massapequa, New York 11758, known and designated as Section 65, Block 228 Lot 49 on the Nassau County Land and Tax Map, is hereby APPROVED.

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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 Iland     | Aye |
| Councilman Labriola  | Aye |
| Councilwoman Maier   | Aye |
| Councilwoman Walsh   | Aye |

Reviewed By  
Office of Town Attorney

377

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

**TO:** MEMORANDUM DOCKET

**FROM:** SCOTT L. BYRNE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** APRIL 26, 2024

**SUBJECT:** WATERWAYS REVIEW  
CHELSEA QUINN  
356 RIVERIA DRIVE SOUTH  
MASSAPEQUA, NY 11758  
SECTION 65, BLOCK 228, LOT(S) 49  
DOCK BUILDING PERMIT APPLICATION # P22070068

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We have received a request from Chelsea Quinn to “maintain 93’ bulkhead, with two 6’ returns, 4’ wide boardwalk, ten cubic yards of clean fill landward bulkhead, 4’ x 50’ pier, 2.5’ x 16’ ramp and 8’ x 40’ float. All work is to be done according to the attached plans stamped “NYSDEC Approved” Permit No. 1-2824-02991/00001 dated March 22, 2013. Chapter 241 of the Code of the Town of Oyster Bay entitled “Waterways” requires Town Board approval for structures projecting into the waterways.

Copies of the following documents are attached: Town of Oyster Bay Mooring, Dock, Pier, Float and Bulkhead Permit Application No. P22070068; New York State Department of Environmental Conservation (NYSDEC) Permit No. 1-2824-02991/00001 dated March 22, 2013, Department of the Army, New York District Corps of Engineers email dated August 4, 2023 and a letter of General Concurrence with the Federal Consistency Assessment Form from the New York State Department of State dated February 26, 2024. Also attached is a memo from Julia Schneider, Director of TEQR Department of Environmental Resources dated April 12, 2024, classifying the project as a TYPE II ACTION under SEQRA. Please note that plans for the proposed work can be found attached to the DEC permit.

The relevant documents are attached for your review. Please note the proposed plans can be located in the NYSDEC Permit approval.

The proposed work at the subject premises would, in the Department’s opinion, be compatible with the surrounding area.

Pursuant to Section §241-9(E)(3) of the Code of the Town of Oyster Bay, all persons, local governments, other agencies or corporations having any property or operating any facilities on the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which have any frontage on a waterway and are directly opposite from the subject premises shall be notified at least 14 days in advance, in writing, of the appearance of such matter for Town Board action. It is



HONORABLE MEMBERS OF THE TOWN BOARD  
WATERWAYS REVIEW  
CHELSEA QUINN  
356 RIVERIA DRIVE SOUTH  
MASSAPEQUA, NY 11758  
SECTION 65, BLOCK 228, LOT(S) 49  
DOCK BUILDING PERMIT APPLICATION # P22070068

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the responsibility of the applicant to issue said notices and the applicant shall bear the cost of same. Therefore, I respectfully request that this application be put on the agenda for the May 21, 2024 Town Board calendar to provide the applicant ample time to comply with this requirement.

  
SCOTT L. BYRNE  
DEPUTY COMMISSIONER



SLB/dh  
Encls.

cc: Legislative Affairs (2 copies w/ attachments)  
cc: Town Attorney's Office, Attn: Dennis Sheehan

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

April 12, 2024

**TO:** SCOTT BYRNE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JULIA K. SCHNEIDER, DIRECTOR OF TEQR,  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

**SUBJECT:** CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL  
QUALITY REVIEW ACT (SEQR): TYPE II: DOCKS, PIERS & FLOATS PERMIT:  
REVIEW OF WATERWAY APPLICATION NUMBER P22070068  
CHELSEA QUINN

**LOCATION:** 356 RIVIERA DRIVE SOUTH, MASSAPEQUA  
SECTION 65, BLOCK 228, LOT(S) 49

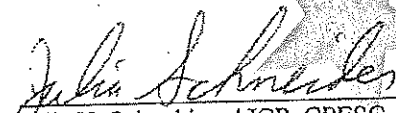
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Pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law, SEQR, as promulgated in the regulations contained in 6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Oyster Bay Town Code), the Department of Environmental Resources has reviewed the above-captioned application.

Based on our review, the Department has classified the subject proposed project as a **TYPE II ACTION**, under the SEQR Type II Actions List, at §617.5(c)(12), relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, §B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances."

Actions or classes of actions identified in the above-referenced sections of SEQR/TEQR have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8.

Inasmuch as the proposed action is on SEQR's pre-determined Type II Actions list and the TEQR Law Type II Actions List, as described above, the Department of Environmental Resources has applied the law and finds that the subject application does not require any further review under SEQR/TEQR.

  
Julia K. Schneider, AICP, CPESC  
Director of TEQR

SECTION 65 BLOCK 228 LOT(S) 49



TOWN OF OYSTER BAY  
DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF BUILDING  
Town Hall  
Oyster Bay, New York 11771



**APPLICATION FOR PERMIT TO BUILD OR INSTALL**

APPLICATION MUST BE TYPEWRITTEN OR PRINTED IN INK LEGIBLY.

Name Chelsea Quinn Street Address 356 Riviera Drive South Post Office Massapequa Zip 11758 Phone # 516-313-9242  
PROPERTY OWNER:  
LESSEE:  
TENANT:

APPLICANT: Same as Owner  
ARCHITECT: N/A Previously Installed Bulkhead and Timber Pier Construction; 2013 Site Plans by Gary Inc, 2 Whaleneck Dr, Merrick NY 11566  
CONTRACTOR: Installed 2013 by Kevell Marine Construction, 327 Sunset Blvd, Massapequa NY 11758 for Previous Owner (Scott Goldman)  
PLUMBER:  
ELECTRICIAN:

ADDRESS OF CONSTRUCTION: 356 Riviera Drive South Massapequa NY 11758  
IF DIFFERENT FROM ABOVE NO. & STREET POST OFFICE ZIP CODE  
LOCATION OF PROPERTY: N.E.S.W. SIDE OF West Side of Riviera Drive South FEET  
N.E.S.W. OF \_\_\_\_\_ (STREET) (POST OFFICE)  
OR \_\_\_\_\_ (STREET) (POST OFFICE)  
N.E.S.W. OF AT corner of Riviera Drive South and Sunset Blvd, Massapequa  
(STREET) (STREET) (POST OFFICE)

**TYPE OF BUILDING**

**A. TYPE OF IMPROVEMENT**

**B. PROPOSED USE**

EXISTING X PROPOSED \_\_\_\_\_

EXISTING X PROPOSED \_\_\_\_\_

- 1. NEW BUILDING/STRUCTURE \_\_\_\_\_
- 2. ADDITION/EXTENSION \_\_\_\_\_
- 3. ALTERATION (i.e. Garage Conv.) \_\_\_\_\_
- 4. DECK \_\_\_\_\_
- 5. AWNING/ROOF-OVER \_\_\_\_\_
- 6. CELLAR ENTRANCE \_\_\_\_\_
- 7. REISSUE # \_\_\_\_\_
- 8. OTHER X Bulkhead & Pier

- 1. ONE FAMILY \_\_\_\_\_ X
- 2. TWO FAMILY \_\_\_\_\_
- 3. PARENT CHILD \_\_\_\_\_
- 4. GARAGE \_\_\_\_\_
- 5. BUSINESS \_\_\_\_\_
- 6. INDUSTRIAL \_\_\_\_\_
- 7. RESTAURANT \_\_\_\_\_
- 8. PUBLIC ASSEMBLY \_\_\_\_\_
- 9. OTHER \_\_\_\_\_

DESCRIBE THE WORK IN DETAIL (Size and Dimension(s) of Structure(s))

Proposed application for legalization of 93-ft bulkhead re-construction (18" additional vertical height) constructed in 2013 for previous owner (Goldman) and replacement of storm damaged 4' x 50' fixed pier and 8' x 40' floating dock, beach access stairs.

A Disclosure Affidavit needs to be filed with the Application to demonstrate that there is no potential conflict of interest between a property owner, applicant, contractor or other involved party to an Application and any employees or other relationships to the Town of Oyster Bay.

**HAVE BOTH AFFIDAVITS NOTARIZED**

THE OWNER OF THE BUILDING & THE UNDERSIGNED AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THE TOWN OF OYSTER BAY, COUNTY OF NASSAU & STATE OF NEW YORK

**APPLICANT**

**OWNER**

STATE OF NEW YORK  
COUNTY OF NASSAU

STATE OF NEW YORK  
COUNTY OF NASSAU

ss: \_\_\_\_\_  
being duly sworn, deposes and says: That  
he/she resides at \_\_\_\_\_  
in the hamlet of \_\_\_\_\_ in the State of \_\_\_\_\_  
and that he/she is authorized by the Owner  
who is the owner in fee of all that certain lot, piece or parcel of land shown on  
the attached survey, situated, lying and being within the unincorporated area of  
the Town of Oyster Bay, to make application for a permit to perform said work  
in the foregoing application and accompanying plans, and all the statements  
contained herein are true to deponents own knowledge.  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
(Sign here) \_\_\_\_\_  
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

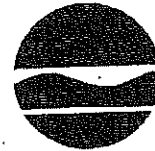
ss: Chelsea Quinn being duly sworn, deposes and says: That  
he/she resides at 356 Riviera Dr. South  
in the hamlet of Massapequa in the State of New York  
and that he/she is the owner in fee of all that certain lot, piece or parcel of land  
shown on the attached survey, situated, lying and being within the unincorporated  
area of the Town of Oyster Bay, that the work proposed to be done upon the said  
premises, will be done in accordance with the approved application and  
accompanying plans, and hereby authorizes William Goldman (Land Use  
applicant) to make application for a permit to perform said work in the foregoing  
application and accompanying plans, and all the statements herein contained are  
true to deponent's own knowledge. Biological Services  
(Sign here) Chelsea Quinn (Signer)  
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC

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

(Rev. 07/11/2017)

New York State Department of Environmental Conservation  
Division of Environmental Permits, Region One  
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790-3409  
Phone: (631) 444-0368  
Fax: (631) 444-0360  
Website: [www.dec.ny.gov](http://www.dec.ny.gov)



Joe Martens  
Commissioner

March 22, 2013

Mr. Scott Goldman.  
356 Riviera Drive South  
Massapequa, NY 11758

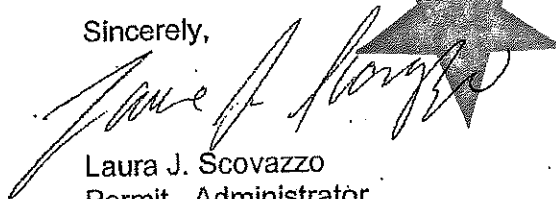
Re: Permit No.: 1-2824-02991/00001

Dear Permittee:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit. Please carefully read all permit conditions and special permit conditions contained in the permit to ensure compliance during the term of the permit. If you are unable to comply with any conditions please contact us at the above address.

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

Sincerely,



Laura J. Scovazzo  
Permit Administrator

LJS/lis



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
SCOTT GOLDMAN  
356 RIVIERA DR S  
MASSAPEQUA, NY 11758  
(917) 603-5316

**Facility:**  
GOLDMAN PROPERTY  
356 RIVIERA DR SINCTM#65-288-49  
MASSAPEQUA, NY 11758

**Facility Application Contact:**  
BULKHEAD PERMITS BY GARY INC  
2 WHALENECK DR  
MERRICK, NY 11566  
(516) 546-3479

**Facility Location:** in OYSTER BAY in NASSAU COUNTY **Village:** Massapequa  
**Facility Principal Reference Point:** NYTM-E: 629.524 NYTM-N: 4501.313  
Latitude: 40°39'09.1" Longitude: 73°28'04.6"

**Project Location:** 356 Riviera Drive South - Watercourse - Great South Bay

**Authorized Activity:** Replace, in-place but 18" higher 93' bulkhead. Install two 6' returns, four foot wide boardwalk and place ten cubic yards of clean fill landward of bulkhead as backfill. Replace storm damaged 4' x 50' pier, 2 1/2' x 16' ramp and 8' x 40' float. All authorized activity must be in strict conformance with the attached plans stamped NYSDEC approved on 3/22/13. (LJS) SAP # 1-08-010 & 1-09-011

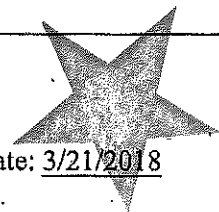
**Permit Authorizations**

**Tidal Wetlands - Under Article 25**  
Permit ID 1-2824-02991/00001

New Permit

Effective Date: 3/22/2013

Expiration Date: 3/21/2018





**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: LAURA J SCOVAZZO, Deputy Regional Permit Administrator  
Address: NYSDEC REGION 1 HEADQUARTERS  
SUNY @ STONY BROOK, 50 CIRCLE RD  
STONY BROOK, NY 11790-3409

Authorized Signature: \_\_\_\_\_

Date 3/25/13

**Distribution List**

BULKHEAD PERMITS BY GARY INC  
Habitat - TW  
LAURA J SCOVAZZO

**Permit Components**

NATURAL RESOURCE PERMIT CONDITIONS

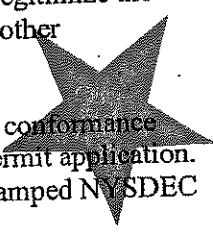
GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS**

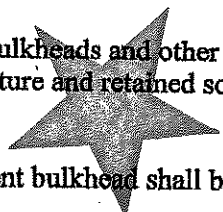
1. **Regulated Activities Authorized By This Permit** This permit ONLY authorizes those regulated activities / structures identified under the section titled "SAP Authorized Activity". The Department does not issue after-the-fact or as-built permits. This permit does not authorize activities, or legitimize the existence of structures, which would have required a permit but for which no permit or other authorization has been granted by the Department.

2. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Bulkhead Permits by Gary Inc. dated 2/22/13 stamped NYSDEC approved 3/22/13.





3. **Notice of Commencement** At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.
4. **Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
5. **Failure to Meet Permit Conditions** Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.
6. **Open-Grate Decking** Any catwalks reconstructed in vegetated tidal wetland areas must be built with open-grate decking material. The open-grate decking material used must have a minimum open space specification of 60 percent. Any such open-grate catwalks must be constructed at least two feet above the grade of the marsh.
7. **Surveyor Must Document Water Depth For Float** Any float installed or replaced under the authority of this permit must be located in water with a minimum depth of 2.5 feet at mean low low water. (-2.5 MLLW) as depicted on a signed, sealed survey with depth contours prepared by a licensed surveyor.
8. **Seasonal Dock Removal** The portion of the dock seaward of the catwalk may be removed and replaced seasonally at the permittee's discretion to prevent ice damage to the structure and damage to the tidal wetlands from ice and storm debris. The permittee will be responsible for restoring any tidal wetland areas that are damaged by any portion of the authorized structure that has not been removed for the winter season upon notification and written approval (permit, modification or amendment) from the department.
9. **No Floats, Ramps in Vegetated Tidal Wetlands** Floats and ramps may not rest on or be stored in any vegetated tidal wetland.
10. **Dock Reconstruction or Replacement** With the exception of the use of open-grate decking material, dock reconstruction or replacement or seasonal installation shall not involve expansion or substantial modification of existing structures or facilities.
11. **Repairs to Structures** With the exception of the use of open-grate decking material, all repairs to existing structures shall be confined to replacement of existing elements with no change in design, dimension or materials, unless specifically authorized by this permit.
12. **Excavation for Bulkhead/Structure** Prior to any construction or removal of bulkheads and other shoreline stabilization structures all backfill shall be excavated landward of the structure and retained so as not to enter the waterway, tidal wetland or protected buffer area.
13. **Replacement Bulkhead Maximum Height** The top elevation of the replacement bulkhead shall be no more than 18 inches higher than the existing bulkhead.





14. **No Seaward Extension of Bulkhead** The new bulkhead shall be constructed in place of the existing bulkhead with no seaward extension of the outermost bulkhead face.

15. **Jet-in Bulkhead** Bulkheads constructed directly adjacent to vegetated tidal wetlands shall be hand driven or jetted in with no disturbance to the tidal wetland. Trenching is strictly prohibited.

16. **Backfilling** The installation of the approved replacement bulkhead shall be completed prior to the placement of any fill material behind the structure.

17. **Clean Fill Only** All fill shall consist of clean sand, gravel, or soil (not asphalt, slag, flyash, broken concrete or demolition debris).

18. **No Beach Excavation For Fill** No excavation of the beach is authorized for the purpose of obtaining fill or stone materials.

19. **No Dredging or Excavation** No dredging, excavating or other alteration of shoreline or underwater areas is authorized by this permit, nor shall issuance of this permit be construed to suggest that the Department will issue a permit for such activities in the future.

20. **No Prop Dredging** Prop dredging, or the act of utilizing and/or directing the propeller or propulsion system of a motorized vessel and/or the water-borne forces created by said propeller or propulsion system, to excavate or displace existing bottom sediment and benthic habitat for the direct or indirect purpose of establishing or increasing water depth, is a regulated activity and is not authorized by this permit. Prop dredging is strictly prohibited without further written authorization (permit, modification or amendment) from the department.

21. **Docks at Property Lines** Docks/catwalks/floats must not:

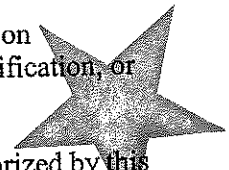
- a. extend laterally beyond property lines,
- b. interfere with navigation, or
- c. interfere with other landowners riparian rights.

22. **Pilings at Property Lines** Pilings shall not:

- a. extend laterally beyond property lines,
- b. interfere with navigation, or
- c. interfere with other landowners riparian rights.

23. **No Permanent Structures on Dock** No permanent structures shall be installed on dock/catwalk/float without first obtaining written Department approval (permit, modification, or amendment).

24. **No Structures on Pilings** No structures, other than structures specifically authorized by this permit, shall be constructed on pilings without further authorization from the department (permit, modification or amendment).







**25. No Runoff Over or Through Bulkhead or into Wetland** Upon completion of the bulkhead replacement authorized herein, there shall be no discharge of runoff or other effluent over or through the structure or into any tidal wetland or protected buffer area.

**26. Use of Treated Wood** The use of wood treated with creosote, pentachlorophenol or other wood treatment not specifically approved by the department for use in wetlands and/or marine waters, is strictly prohibited in the construction of structures that will be in contact with tidal waters.

**27. Parallel Capping Boardwalk** The width of the parallel capping boardwalk shall not exceed six (6) feet. No portion of the boardwalk shall extend seaward of the most seaward face of the bulkhead sheathing.

**28. No Structures on Reconstructed Bulkhead or Pilings** No structures, other than structures specifically authorized by this permit, shall be constructed on the reconstructed bulkhead or pilings without further authorization from the Department (new permit, modified permit).

**29. Storage of Equipment, Materials** The storage of construction equipment and materials shall be confined to the upland area landward of the bulkhead or on a barge.

**30. No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.

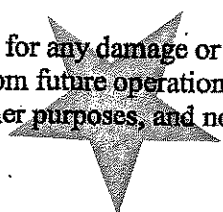
**31. No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

**32. Seeding Disturbed Areas** All areas of soil disturbance resulting from the approved project shall be stabilized with appropriate vegetation (grasses, etc.) immediately following project completion or prior to permit expiration, whichever comes first. If the project site remains inactive for more than 48 hours or planting is impractical due to the season, then the area shall be stabilized with straw or hay mulch or jute matting until weather conditions favor germination.

**33. Temporary Mulch, Final Seeding** If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

**34. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

**35. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.



36. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

37. **Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

38. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

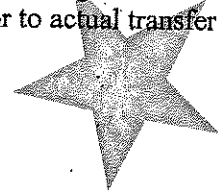
Regional Permit Administrator  
NYSDEC REGION 1 HEADQUARTERS  
SUNY @ STONY BROOK|50 CIRCLE RD  
STONY BROOK, NY11790 -3409

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Tidal Wetlands.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.





## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

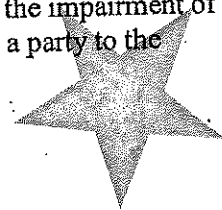
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

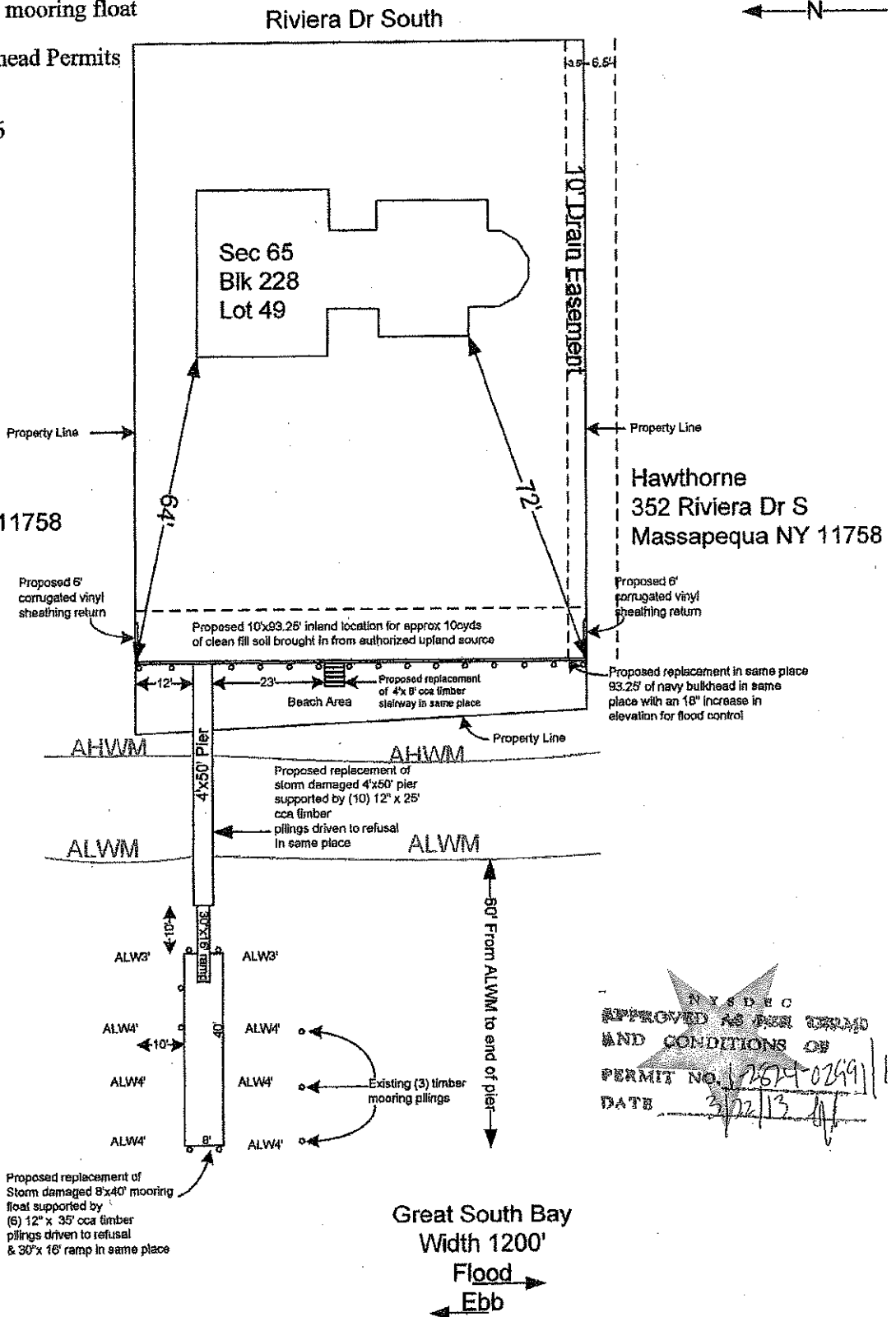


Applicant: Scott Goldman  
 Project Site: 356 Riviera Dr South  
 Massapequa, NY 11758  
 Proposed: Proposed replacement of  
 93.25' navy bulkhead in same place  
 with an 18" increase in elevation, hurricane  
 damaged pier & mooring float  
 in same place  
 Prepared by: Bulkhead Permits  
 by Gary Inc  
 2 Whaleneck Dr  
 Merrick NY 11566  
 Scale 1"= 30'  
 February 22, 2013

Project Plan

Handelman  
 360 Riviera Dr S  
 Massapequa NY 11758

Hawthorne  
 352 Riviera Dr S  
 Massapequa NY 11758

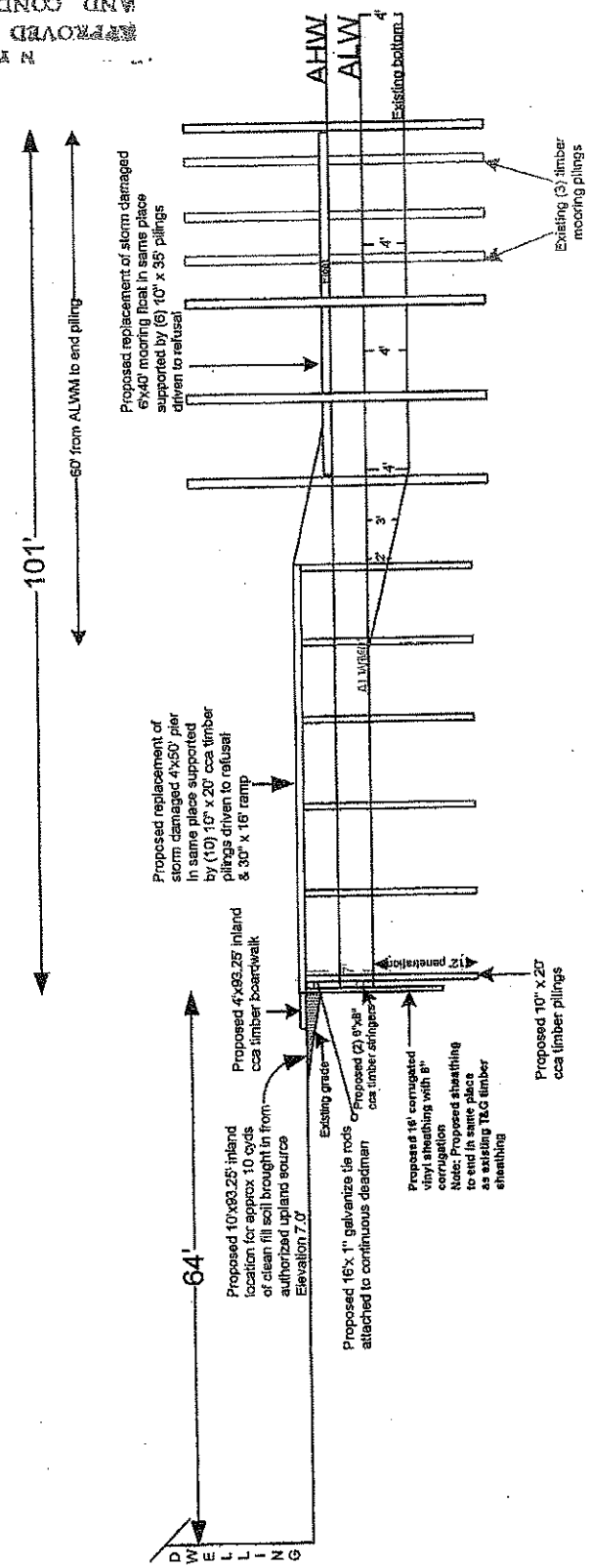


NYSD&C  
 APPROVED AS PER TERMS  
 AND CONDITIONS OF  
 PERMIT NO. 12674-0249/11  
 DATE 3/22/13

**Cross View**

All bulkhead hardware, nails and bolts shall be hot dip galvanized, all bolt heads and nuts will be used with cut washers. All timber will be cca treated marine grade. All vinyl sheathing will be interlocking marine grade. All inland backfill will be clean soil.

APPROVED AS PER TERMS AND CONDITIONS OF PERMIT NO. 1224-0294 DATE 3/22/13



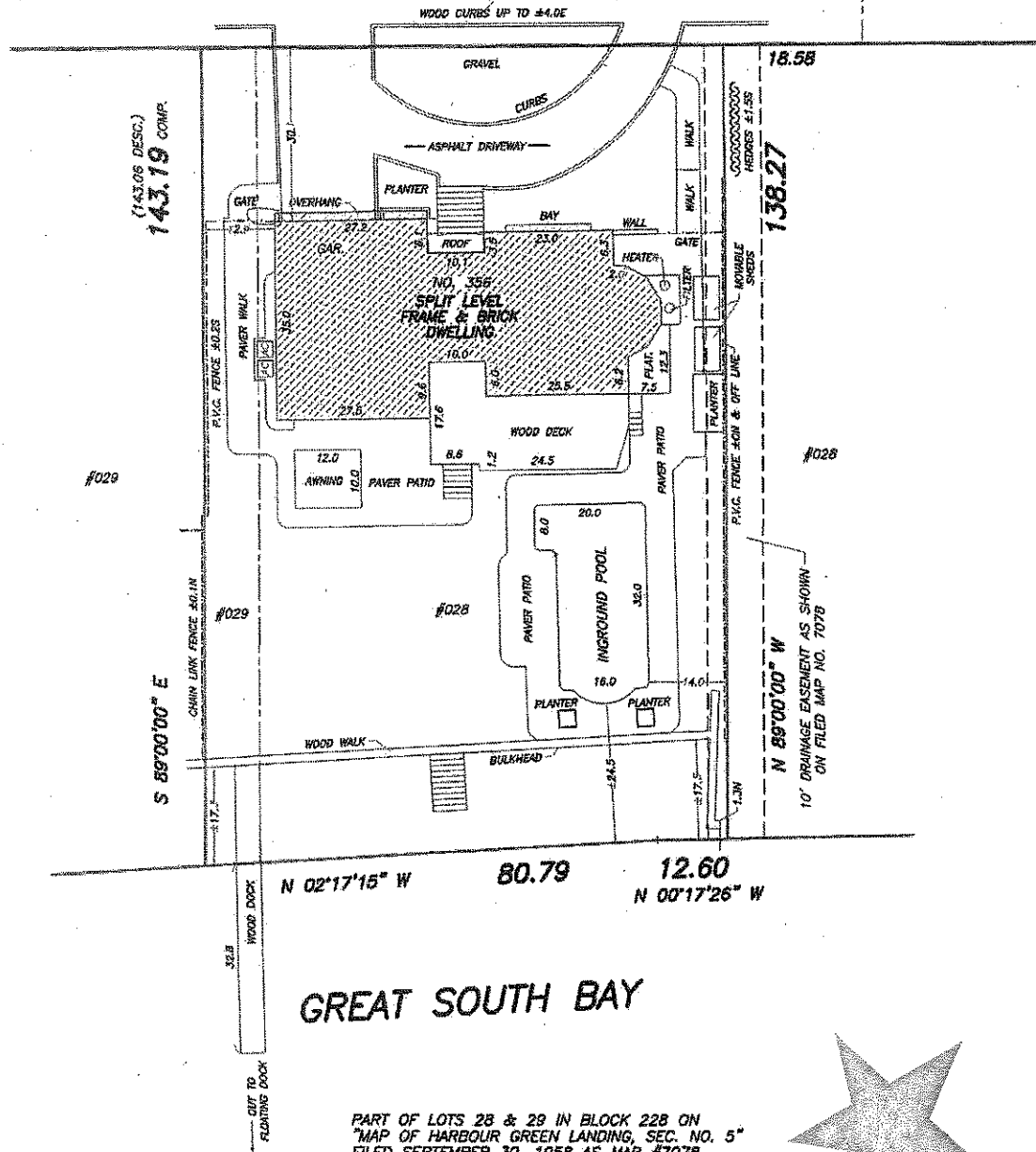
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 damaged pier & mooring float  
 in same place  
 Prepared by: Bulkhead Permits  
 by Gary Inc  
 2 Whaleneck Dr  
 Merrick NY 11566  
 Scale 1" = 20'  
 February 22, 2013

MAP OF PROPERTY SITUATED IN  
**MASSAPEQUA**  
 NASSAU COUNTY, N.Y.  
 TAX SECT.: 65 TAX BLOCK: 228 TAX LOT(S): 49

SUNSET BLVD.  
 R=10.00

RIVIERA DRIVE SOUTH

S 01°00'00" W 93.25



GREAT SOUTH BAY

PART OF LOTS 28 & 29 IN BLOCK 228 ON  
 MAP OF HARBOUR GREEN LANDING, SEC. NO. 5  
 FILED SEPTEMBER 30, 1958 AS MAP #7078

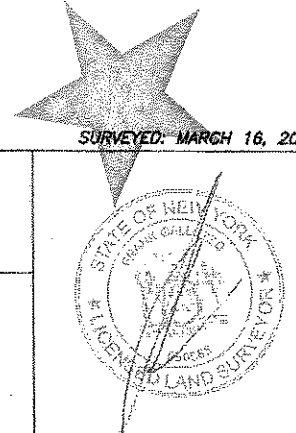
SCALE: 1"=20'

SURVEYED: MARCH 16, 2021

UNAUTHORIZED ALTERATIONS AND/OR ADDITIONS TO THIS SURVEY BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7208 OF THE NEW YORK STATE EDUCATION LAW.  
 COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.  
 CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, THE TITLE COMPANY, THE GOVERNMENTAL AGENCY AND THE LENDING INSTITUTION LISTED ON THIS SURVEY MAP. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS AND/OR SUBSEQUENT OWNERS. FENCE OFFSETS TAKEN AT POSTS.  
 ENCROACHMENTS OR VAULTS BELOW SURFACE ARE NOT SHOWN. RIGHT OF WAYS AND/OR EASEMENTS OF RECORD NOT SHOWN ON THIS SURVEY ARE NOT CERTIFIED.  
 OFFSETS AND DIMENSIONS HEREON ARE FOR A SPECIFIC PURPOSE AND ARE NOT TO BE USED IN THE ERECTION OF ADDITIONAL STRUCTURES, FENCES OR OTHER IMPROVEMENTS.

CERTIFIED TO: TITLE NO. 563-N-15203  
 FIRST AMERICAN TITLE INSURANCE COMPANY  
 ABSTRACTS, INCORPORATED  
 CHELSEA R. QUINN

**Empire State Land Surveyor, P.C.**  
 Frank I. Galluzzo Professional Land Surveyor  
 Records of Albert A. Bianco  
 Stephen J. Reid - M. Berry Carman - G. W. Haviland  
 Vandewater & Lapp - Robert E. Carlin - William J. Daly  
 1005 Glen Cove Avenue, Glen Head, NY, 11545  
 empiresurveyors@aol.com | (516)-240-6901



**RE: [Non-DoD Source] Re: Bulkhead/Dock Re-Construction- NWP 3 at 386 Riviera Drive South Massapequa**

Minck, Christopher W CIV USARMY CENAN (USA) <Christopher.W.Minck@usace.army.mil>

Fri 8/4/2023 9:15 AM

To: William Bowman <wbowman@landuse.us>; Dawn Hauner <dhauner@oysterbay-ny.gov>

Good Morning,

The Nationwide Permits are a national programmatic permit program, that has issued all of the permits to everyone in the nation. When someone requests a "permit" from USACE for a certain Nationwide Permit what they are actually requesting is a verification that the activities meet the requirements. Some NWPs require notification and require a verification to be issued, some do not. NWP 2 and 3 and 19 and many other of the most commonly used ones, do not require notification to USACE and a written verification from USACE is not required to proceed with the work. We are greatly trying to reduce excessive workload at the NY District so we have more time to focus on larger projects that require notification and individual permits, which is why we're requesting applicants and agents to really carefully review the descriptions of the NWPs and their notification requirements. If the work meets the NWP and no written verification is required, nothing needs to be sent to USACE and USACE does not need to send anything else back. As I mentioned, based on the description of the work previously, it sounded like the work was covered by a NWP 3 as it was maintenance which includes replacement of existing structures. I can't give an explicit email stating yes or no a permit is required without actually doing a review. The intent of the NWP program is that it lets the applicant/agents review the document and make that call. If there is uncertainty, then they can apply for a verification.

Chris

---

**From:** William Bowman <wbowman@landuse.us>

**Sent:** Thursday, August 3, 2023 5:29 PM

**To:** Dawn Hauner <dhauner@oysterbay-ny.gov>

**Cc:** Minck, Christopher W CIV USARMY CENAN (USA) <Christopher.W.Minck@usace.army.mil>

**Subject:** [Non-DoD Source] Re: Bulkhead/Dock Re-Construction- NWP 3 at 386 Riviera Drive South Massapequa

Hello Dawn and Chris,

Apologies for any confusion that I may have caused regarding the address of the site. It is 356 Riviera Drive South (not 386).

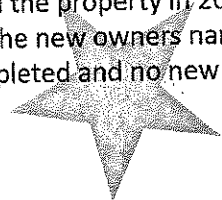
Chris, see below, regarding request from Dawn at Town of Oyster Bay requesting an email (if possible) from the COE stating an approval was not needed from the COE for this bulkhead and dock re-construction in 2013 at 356 Riviera Drive South by a previous owner.

Dawn, A notarized application was submitted to the Town, File # 22070068, resulting the Request for Further Information dated June 7, 2023.

The bulkhead/dock re-construction was completed in 2013 by the previous owner (Scott Goldman). There is no new work proposed. The current owner (Chelsea Quinn) purchased the property in 2021. The original NYSDEC permit issued to Goldman in 2013 cannot be updated to the new owners name as 1) the original permit expired in 2018 and 2) the original construction was completed and no new work is proposed.

I will call you tomorrow to discuss the NYSDEC permit.

Have a nice night.





**From:** William Bowman <[wbowman@landuse.us](mailto:wbowman@landuse.us)>  
**Sent:** Thursday, August 3, 2023 1:28 PM  
**To:** Dawn Hauner <[dhauner@oysterbay-ny.gov](mailto:dhauner@oysterbay-ny.gov)>  
**Cc:** Minck, Christopher W CIV USARMY CENAN (USA) <[ChristopherW.Minck@usace.army.mil](mailto:ChristopherW.Minck@usace.army.mil)>  
**Subject:** Bulkhead/Dock Re-Construction- NWP 3 at 386 Riviera Drive South Massapequa

**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hello, Dawn and Chris.

Dawn, I received the below email from Chris Minck at the US Army Corps when I made a general inquiry in July 2022 if a US Army Corps approval would have been needed for this type of bulkhead/dock re-construction.

Chris, I have cc'd you on this email as I am hoping that you can help me and Dawn from the Town of Oyster Bay Planning Division with the legalization of a re-construction of bulkhead and dock at 356 Riviera Drive South in Massapequa.

As I mentioned in my email below, I have a client in Massapequa (Chelsea Quinn) that purchased a home (in 2021) with a bulkheaded shoreline and dock. In 2013, the previous owner re-constructed the bulkhead in place (but switched from timber to vinyl sheeting) and re-constructed the dock (also in-kind/in-place) at that time, as the dock was destroyed in Hurricane Sandy. The house has had a dock/bulkhead of similar configuration since the 1960s. The owner that completed the work in 2013 obtained a NYSDEC permit, but no Town, USCOE, or NYSDOS approvals.

I have attached the NYSDEC approval.

I attempted to generally relay the information that Chris provided me in your July 18, 2022 email to the Town when I applied to the Town.

However, I received a letter from Dawn at the Town requesting documentation from the COE "*on their letterhead a letter noting that there is no requirement from them needed due to NWP3*".

I'm hoping you (Chris) can provide a statement to the Town confirming (if appropriate) that the previous owner did not appear to require any approval or submission to the COE for the re-construction of an existing (and legal) bulkhead/dock. I did not want to forward your original email to Dawn without cc'ing you.

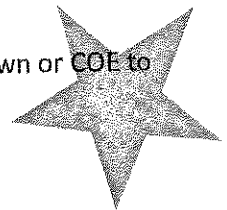
Please advise if there is any additional information that I can provide to either the Town or COE to complete this process.

Thanks to you both for your help with this matter.

Best,

Will

William P. Bowman, PhD



I have a question that I could use some guidance on.

I have a client in Massapequa that purchased a home (within the past year) with a bulkheaded shoreline and dock. In 2013, the previous owner re-constructed the bulkhead in place (but switched from timber to vinyl sheeting) and re-constructed the dock (also in-kind/in-place) at that time, as the dock was destroyed in Hurricane Sandy. The house has had a dock/bulkhead of similar configuration since the 1960s.

The owner that completed the work in 2013 obtained a NYSDEC permit, but no Town, USCOE, or NYSDOS approvals.

My client is now trying to get the bulkhead and dock work legalized with the Town and get their COs in order.

The Town is asking for us to provide a US Army Corps approval in order for them to issue a CO for the completed work.

From my initial review it seems that this work would have been covered by NWP #3 (at most a Letter of Permission), as the bulkhead and dock were present since the 1960s.

Can you advise if the Corps can issue some type of after the fact determination that work would have been covered under a NWP. If not, what options are there for receiving some sort of after the fact approval/documentation from the COE.

I assume that I would need to submit all the information that I would for a new application. However, please advise what I should provide to get the process started.

Thanks for your help with this matter.

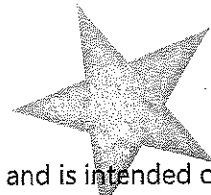
Best,  
Will

William P. Bowman, PhD

Senior Scientist

Land Use Ecological Services  
570 Expressway Drive South, Suite 2F  
Medford, NY 11763

Phone: (631)727-2400  
Fax: (631)727-2605



This message (including any attachments) may contain confidential information and is intended only for the individual or individuals named. If you are not the intended recipient, you should delete this message immediately. If you received this message in error, please notify the sender immediately.

STATE OF NEW YORK  
**DEPARTMENT OF STATE**

ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001  
HTTPS://DOS.NY.GOV

KATHY HOCHUL  
GOVERNOR

ROBERT J. RODRIGUEZ  
SECRETARY OF STATE

February 26, 2024

William P. Bowman, PhD  
Land Use Ecological Services, Inc.  
570 Expressway Drive South  
Medford, NY 11763  
wbowman@landuse.us

Re: F-2024-0008  
U.S. Army Corps of Engineers/New York- Chelsea  
Quinn – maintain as built: 93' bulkhead, installed two  
6' returns, four-foot-wide boardwalk, and placed ten  
cubic yards of clean fill landward of bulkhead.  
Replaced storm damaged 4' x 50' pier, 2 5' x 16' ramp  
and 8' x 40' float at 356 Riviera Drive in the Town of  
Oyster Bay, Nassau County, Massapequa Cove.  
**General Concurrence**

Dear William P. Bowman, PhD:

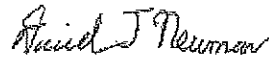
The Department of State received your Federal Consistency Assessment Form and consistency certification and supporting information for this proposal on January 3, 2024.

The Department of State has determined that this proposal meets the Department's general consistency concurrence criteria. Therefore, further review of the proposed activity by the Department of State and the Department's concurrence with an individual consistency certification for the proposed activity are not required.

This determination is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, and other forms of authorizations or approvals which may be required pursuant to existing New York State statutes.

When communicating with us regarding this matter, please contact us at (518) 474-6000 and refer to our file #F-2024-0008.

Sincerely,



David J. Newman  
Supervisor, Consistency Review Unit  
Office of Planning, Development and  
Community Infrastructure

DN/dn

ecc: COE/ New York District –  
DEC Region 1– 1-2824-02991/00001





**Department  
of State**



**NOTES:**

1. 300 foot radius obtained using Buffer tool on Subject Parcel boundary.
2. Subject Parcel boundary digitized from survey prepared by Empire State Land Surveyor, PC, dated 3/16/2021. Survey georeferenced to 2020 orthoimage, Total RMSE < 1.0 ft.
3. 2020 orthoimagery from NYS GIS Clearinghouse ([gis.ny.gov](http://gis.ny.gov)).

|   |                        |
|---|------------------------|
|  | 300-ft Radius (Note 1) |
|  | Subject Parcel         |

N  
1 in = 100 ft  
0 25 50 100 ft

**Land Use**

Prepared By: Land Use Ecological Services, Inc.  
570 Expressway Drive South, Suite 2F  
Medford, NY 11763

Date: 12/1/2021    Revised: 5/6/2022

Project: SURROUNDING PROPERTY MAP  
For: Chelsea K. Quinn  
At: 356 Riviera Drive South, Massapequa  
NCTM #65-228-49

Scale: As Noted    Sheet: SP-1

**Surrounding Properties of Quinn Property**

356 Riviera Drive South, Massapequa NY 11758

NCTM#: 65-228-49

Prepared by Land Use Ecological Services

Information obtained from Town Receiver of Taxes on 5/5/2022

65-228-42

Joseph & Deborah Holland  
364 Riviera Dr. S  
Massapequa, NY 11758

65-228-48

Annette Perea & Alain Sosa  
360 Riviera Dr. S  
Massapequa, NY 11758

65-228-50

Peter Anselmo  
352 Riviera Dr. S  
Massapequa, NY 11758

65-228-26

Vincent Capuano  
348 Riviera Dr. S  
Massapequa, NY 11758

65-228-46

William Schlich  
344 Riviera Dr. S  
Massapequa, NY 11758

65-228-44

Nicholas Polanco  
340 Riviera Dr. S  
Massapequa, NY 11758

65-147-29

Daniel R. Mazziota  
359 Sunset Blvd.  
Massapequa, NY 11758

65-147-30

Michael J & Laurie Starito  
331 Sunset Blvd.  
Massapequa, NY 11758

65-228-40

Alejandro & Tracy Gil  
327 Sunset Blvd.  
Massapequa, NY 11758

65-228-36

Joseph & Pamela Dic  
325 Sunset Blvd.  
Massapequa, NY 11758

65-239-1

Grazyna A. & Stefan W. Schwann  
355 Riviera Dr. S  
Massapequa, NY 11758

65-239-25

John Dusanenko  
351 Riviera Dr. S  
Massapequa, NY 11758

65-239-24

Virginia OCononor  
347 Riviera Dr. S  
Massapequa, NY 11758

65-239-2

Kelly & Harold Horch  
320 Sunset Blvd.  
Massapequa, NY 11758

65-239-3

William & Patricia Bird  
316 Sunset Blvd.  
Massapequa, NY 11758

65-102-225

Michael & Ethel H. Silverman  
292 Bayview Ave.  
Massapequa, NY 11758

65-102-215

Michele & Richard K. Staubitz  
290 Bayview Ave.  
Massapequa, NY 11758

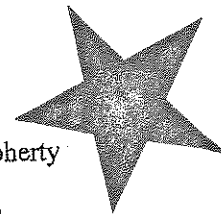
65-102-216

Annette Lucas  
288 Bayview Ave.  
Massapequa, NY 11758

65-53-151

Gary & Susan Galati  
286 Bayview Ave.  
Massapequa, NY 11758

65-53-196

Adam Fisher & Kim Doherty  
284 Bayview Ave.  
Massapequa, NY 11758



WHEREAS, this Town Board had heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board of the Town of Oyster Bay must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

WHEREAS, Frank M. Scalera, Town Attorney, and Domenica Wolfe, Deputy Town Attorney, by memorandum dated April 22, 2024, have advised that claimant alleges that their insured sustained property damage when their insured's parked vehicle was struck by a Town vehicle, bearing license plate number AM8378, on Underhill Blvd., west of Queens Street, in Syosset.

WHEREAS, after extensive negotiations, the Town's special counsel advises that a settlement was reached, and that said matter can be settled for \$11,003.56,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the sum of \$11,003.56 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Allstate a/s/o Aissatou Diouck, with regard to Matter ID No. 2023-9380, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to Allstate a/s/o Aissatou Diouck, in the amount of \$11,003.56; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000, or any other appropriate account.

-#-

*DF*  
Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

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 |

378

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : April 22, 2024  
**SUBJECT**: SETTLEMENT OF NEGLIGENCE CLAIM  
Claimant: Allstate Insurance Company a/s/o Aissatou Diouck  
Matter ID No.: 2023-9380

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A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

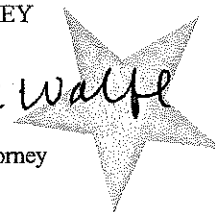
The above referenced claim arose as a result of an accident that occurred on November 12, 2023. Claimant alleges that its insured sustained property damage when their insured's parked vehicle was struck by a Town vehicle, bearing license plate number AM8378, on Underhill Blvd., west of Queens Street, in Syosset.

After extensive settlement negotiations, the Town's special counsel advises that this matter can be settled for \$11,003.56. Funds for settlement are available in Account No. TWN AMS 1910 43020 602 0000 000.

Accordingly, we have attached a resolution authorizing payment of \$11,003.56, together with copy of a General Release executed by the claimant on April 9, 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Domenica Wolfe  
Deputy Town Attorney



DW:kah  
Attachments  
cc: Comptroller



*DR*  
Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

WHEREAS, this Town Board had heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board of the Town of Oyster Bay must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

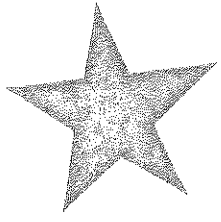
WHEREAS, Frank M. Scalera, Town Attorney, and Domenica Wolfe, Deputy Town Attorney, by memorandum dated April 22, 2024, have advised that claimant alleges that their insured sustained property damage when their insured's parked vehicle was struck by a Town vehicle, bearing license plate number AM8378, on Underhill Blvd., west of Queens Street, in Syosset.

WHEREAS, after extensive negotiations, the Town's special counsel advises that a settlement was reached, and that said matter can be settled for \$11,003.56,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the sum of \$11,003.56 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Allstate a/s/o Aissatou Diouck, with regard to Matter ID No. 2023-9380, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to Allstate a/s/o Aissatou Diouck, in the amount of \$11,003.56; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000, or any other appropriate account.

-#-



**General Release**

BE IT KNOWN, that Allstate Insur. Company, Claim #0735671497  
a/s/o Aissatou Diouck  
P.O. Box 660636  
Dallas, TX 75266

A corporation organized under the laws of the State of Texas  
in consideration of the sum of as **RELEASOR(S)**

Eleven thousand three and -----56/100 dollars \$ 11,003.56

received from **THE TOWN OF OYSTER BAY** as **RELEASEE**,

the receipt of which is hereby acknowledged, releases and forever discharges

**TOWN OF OYSTER BAY,**

the **RELEASEE**, its officers, employees, agents, successors and assigns, of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the **RELEASOR**, its successors, assigns, heirs, executors, and administrators ever had, now have, or hereafter may have, against the **RELEASEE**, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date of this release.

It is further understood and agreed that this document contains the entire contents and terms of the settlement being entered into.

Allstate Insurance Co  
Company Name

Cecilia Gurt Document Processor  
By (name and title)

Cecilia Gurt  
Signature

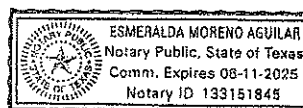
4/9/2024  
Date

**ACKNOWLEDGMENT**

State of Texas, County of Dallas ss.:

On this 9 day of April, 2024, before me, the undersigned personally appeared Cecilia Gurt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Emeralda Moreno Aguilar  
(signature and office of individual taking acknowledgment)



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

WHEREAS, by Resolution No. 258-2024, adopted on April 9, 2024, the Town Board authorized the Town Supervisor, and/or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Dragonfly Applied Behavior Analysis, LLC, 3 Hines Court Farmingdale, New York 11735, to provide one-on-one services for the participants of the Group Activities Program ("GAP") Summer Camp, from June 1, 2024 through August 31, 2024, at a rate not to exceed \$55.00 per hour, for a total cost not to exceed \$8,800.00, to be paid for with available funds drawn from Account No. CYS A 7020 47660 000 0000, with the Town Comptroller being authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 2, 2024, advised that Dragonfly Applied Behavior Analysis, LLC, has changed its business structure, from a limited liability company to a professional corporation, and is now known as Dragonfly Applied Behavior Analysis, P.C.; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, requested that the Town Board amend Resolution No. 258-2024, so as to reflect the aforementioned name change of the vendor from Dragonfly Applied Behavior Analysis, LLC, to Dragonfly Behavior Analysis, P.C., with all other terms, conditions and provisions of said resolution to remain unchanged,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby amends Resolution No. 258-2024, adopted on April 9, 2024, so as to reflect the name the aforementioned name change of the vendor from Dragonfly Applied Behavior Analysis, LLC, to Dragonfly Behavior Analysis, P.C., with all other terms, conditions and provisions of said resolution to remain unchanged.

#

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

May 2, 2024

TO: Memorandum Docket

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

SUBJECT: Revise Town Board Resolution No. 258-2024, dated April 9, 2024

---

The Department of Community & Youth Service requests Town Board authorization to revise Town Board Resolution No. 258-2024, dated April 9, 2024, so as to change the name of the professional organization.

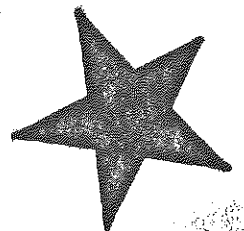
The referenced resolution authorizes the professional services of Dragonfly Applied Behavior Analysis, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one support services for the participants of the Group Activities Program's Summer Camp.

Dragonfly Applied Behavior Analysis, LLC changed its business structure from a "Limited Liability Corporation - LLC" to a "Professional Corporation - PC". The organization is now known as Dragonfly Applied Behavior Analysis, PC. Attached is a W-9 reflecting their new Employer Identification Number (EIN). The proposed vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the revision of Town Board Resolution No. 258-2024, dated April 9, 2024 to accommodate the name change of Dragonfly Applied Behavior Analysis, LLC to Dragonfly Applied Behavior Analysis, PC. All other terms and conditions of Town Board Resolution No. 258-2024 remain the same.

  
Maureen A. Fitzgerald  
Commissioner

MAF:iw  
Attachments



Reviewed By  
Office of Town Attorney

*Ralph P. Deady*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 14, 2024, requested Town Board authorization for the Supervisor or his designee to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one services for the participants of the Group Activities Program's Summer Camp from June 1, 2024 through August 31, 2024, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and

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

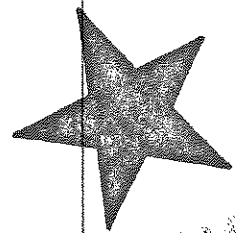
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board hereby authorizes the Supervisor and/or his designee to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one services for the participants of the Group Activities Program's Summer Camp from June 1, 2024 through August 31, 2024, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and be it further

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

-#-

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    |



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Dragonfly Applied Behavior Analysis P.C.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**3 Hynes Court**

6 City, state, and ZIP code  
**Farmingdale, NY 11735**

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

|  |  |  |  |   |  |  |  |  |  |  |  |
|--|--|--|--|---|--|--|--|--|--|--|--|
|  |  |  |  | - |  |  |  |  |  |  |  |
|--|--|--|--|---|--|--|--|--|--|--|--|

OR

Employer identification number

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶ *[Signature]*      Date ▶ **May 30, 2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

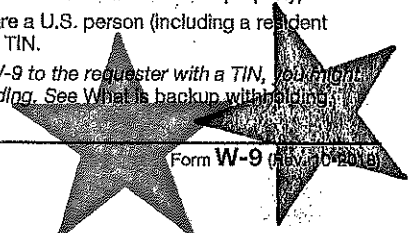
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See *What Is Backup Withholding?* later.



## Agreement

This Agreement made the 1st day of June, 2024, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and Dragonfly Applied Behavior Analysis, P.C., 3 Hines Court Farmingdale, NY 11735 (hereinafter referred to as "CONTRACTOR") for the purpose of providing a Behavior Technician for the GAP Program Summer Camp.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide a Behavior Technician to assist participants in the Town of Oyster Bay's Group Activities Program (GAP) Summer Camp through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$55.00 per hour, the total cost not to exceed \$8,800.00. Once the Agreement has been executed payment shall be made after services have been completed and upon submission, by CONTRACTOR, of a duly certified claim form approved by TOWN and filed in the Office of the Comptroller.
4. CONTRACTOR agrees that they are, 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, and that CONTRACTOR shall not in any manner whatsoever, by their actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

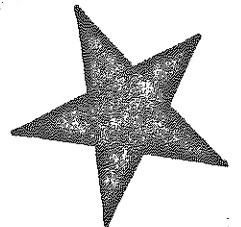
It is further agreed that this Agreement will commence on June 1, 2024 and expire on August 31, 2024.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DEPUTY SUPERVISOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Agreement**

This Agreement made the XX day of XXXX, 20XX, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and XXXX XXXXXXXXXXXX, X XXXXXXXX XXX, XXXXXX, New York XXXXX (hereinafter referred to as "CONTRACTOR") for the purpose of providing XXXX.

It is mutually agreed by and between both parties as follows:

- 1. CONTRACTOR agrees to provide XXXXXXXX to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.
- 2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
- 3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$XX.00 per hour, the total hours of instruction shall not exceed XXX hours and total payment shall not exceed \$X,XXXX.00. When the Agreement has been executed and classes for a month have been completed the CONTRACTOR shall submit a claim to the Department. The claim shall consist of an invoice, detailing the services provided, and a duly certified *Town of Oyster Bay Claim Form*. The claim for payment shall be submitted to the Office of the Comptroller at the end of each month.
- 4. CONTRACTOR agrees that he/she 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, and that CONTRACTOR shall not in any manner whatsoever, by her actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
- 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. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

It is further agreed that this Agreement will commence on XXX XX, 20XX and expire on XXXXXXXX XX, 20XX.

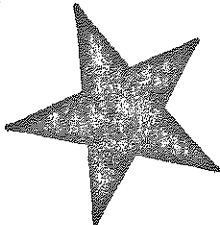
\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF COMMISSIONER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed By  
Office of Town Attorney - *form*  
*[Signature]*





WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 2, 2024, requested Town Board authorization for the Supervisor, or his designee, to execute the attached agreements to employ the services of entertainers and musicians for the Senior Summer Program, which shall take place at the William E. Bennett Community Center, Hicksville, the dates and performers for which are attached; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the total cost for all performances shall not exceed \$1,585.00, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline No.5 Section (b) of the Town of Oyster Bay Procurement Policy, entertainers are exempt from the solicitation, written proposal, or quotation requirements of said Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that, the Town of Oyster Bay has reviewed the proposed vendors' disclosure questionnaires, and has determined that they have satisfied the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board hereby authorizes the Supervisor, or his designee, to execute the attached agreements to employ the services of entertainers and musicians for the Senior Summer Program, which shall take place at the William E. Bennett Community Center, Hicksville, the dates and performers for which are attached, and the total cost of which shall not exceed \$1,585.00; and be it further,

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

May 2, 2024

TO: Memorandum Docket  
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Entertainment Services for the 2024 Senior Summer Program


---

The Department of Community & Youth Services is requesting Town Board authorization to employ the services of entertainers and musicians for the Senior Summer Program. Please see the attachment for the dates and performers. All activities will take place at the William E. Bennett Community Center in Hicksville.

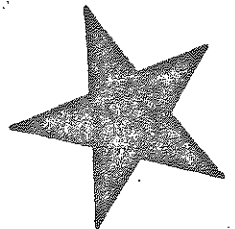
The total cost for all performances will be \$1,585.00. Funds for the performer's fees are available in Account CYS A 7020 47660 000 0000, Special Events. In accordance with Guideline 5, Section b of the Town Procurement Policy, Entertainers are exempt from the solicitation, written proposal or requirements of the policy.

The proposed vendors Disclosure Questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into agreements, as negotiated and attached, and further authorize the Supervisor and/or his designee to execute said agreements.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab  
Attachment



## Senior Summer Program 2024

| <u>PERFORMER</u>                | <u>DATES</u>         | <u>COST</u>     |
|---------------------------------|----------------------|-----------------|
| <b>1. <u>"John Walters"</u></b> | Thurs. July 11, 2024 | \$165.00        |
|                                 | Thurs. July 25, 2024 | \$165.00        |
|                                 | Thurs. Aug. 8, 2024  | \$165.00        |
|                                 | Thurs. Aug. 22, 2024 | <u>\$165.00</u> |
|                                 | <b>Total</b>         | <b>\$660.00</b> |

### **SHOW: "Sing and Dance to the Musical Variety of John Walters!"**

Check payable to:  
Walter Lazauskas  
DBA John Walters  
3983 Darby Lane  
Seaford, NY 11783

**2. "Steel Margarita"**      Thurs. Aug.1, 2024      **\$825.00**

### **SHOW: Get happy with tropical island steel drums!**

Check payable to:  
Terry Muldoon  
1536 SE 15<sup>th</sup> Court  
Apt 301  
Deerfield Beach, FL 33441

**3. "Louis Del Prete"**      Thurs. July 18, 2024      **\$300.00**

### **SHOW: Singing the Best of Sinatra, Dean Martin, Michael Buble, Engelbert, Elvis, Bennett, Tom Jones and more!**

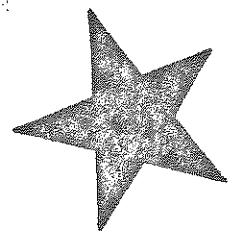
Check Payable to:  
Louis Del Prete, LLC  
PO Box 294  
Deer Park, NY 11729

**4. "Jimmy Shaka"**      Thurs. Aug. 29, 2024      **\$300.00**

### **SHOW: "Jimmy Shaka Sings Everything! Acoustic versions of the best songs from Elvis, Sinatra, The Beatles, James Taylor, John Denver, Bob Seeger and many, many more!**

Check Payable to:  
James Sciacca  
69 Duck Pond Rd.  
Glen Cove, NY 11542

**TOTAL      \$1,585.00**



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

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 2, 2024, requested Town Board authorization for the Supervisor, or his designee, to enter into and to execute an agreement between the Town of Oyster Bay, and the Family Service League, 790 Park Avenue Huntington, New York 11743, a non-profit organization devoted to educating senior citizens about technology, for the purpose of said organization conducting two (2) "iPhone" education and training sessions, comprised of two (2) classes each, conducted by the League subsidiary, known as "SeniorNet", held at the North Massapequa Community Center from 9:00 a.m. through 12:00 p.m., with the first session to be conducted on July 12, & July 19, 2024, and the second session to be conducted on August 9 & August 16, 2024; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the cost for the program shall be \$100.00 per session, for a total amount not to exceed \$200.00, and that the funds for said payment are available in, and should be drawn from, Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has determined that the vendor has satisfied the provisions of the Town of Oyster Bay Procurement Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that while there is no cost to the enrollees to participate in said classes, the enrollees shall be required to provide their own "iPhones", and to register in advance for said classes,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and that the Supervisor, or his designee, is hereby authorized to enter into and to execute an agreement between the Town of Oyster Bay, and the Family Service League, for the purpose of said organization conducting two (2) "iPhone" education and training sessions, comprised of two (2) classes each, conducted by the League subsidiary, known as "SeniorNet", held at the North Massapequa Community Center from 9:00 a.m. through 12:00 p.m., with the first session to be conducted on July 12, & July 19, 2024, and the second session to be conducted on August 9 & August 16, 2024; and be it further

RESOLVED, That that the cost for the program shall be \$100.00 per session, for a total amount not to exceed \$200.00, and that the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000, Special Events; 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      | Aye |
| Councilman Labriola  | Aye |
| Councilwoman Maier   | Aye |
| Councilwoman Walsh   | Aye |

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

May 2, 2024

TO: Memorandum Docket

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

SUBJECT: Instructional Services for the 2024 Senior Summer Program

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The Department of Community & Youth Services is requesting Town Board authorization to employ the services of The Family Service League. SeniorNet, a branch of The Family Service League is a nonprofit group that educates seniors about technology.

SeniorNet will conduct classes to educate seniors about using iPhones. If approved, two sessions with two classes each will be held. The first session will be conducted on July 12 & 19, 2024. The second session will meet on August 9 & 16, 2024. Both sessions will take place at the North Massapequa Community Center from 9:30am – 12:00pm.

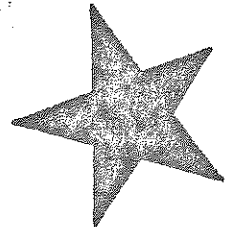
The cost for the program is \$100.00 per session for a total not to exceed \$200.00. Funds are available in Account CYS A 7020 47660 000 0000, Special Events. There is no cost to the seniors for this class, but they will be required to bring their own iPhones and register in advance.

The proposed vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the Agreement, as negotiated, and further authorize the Supervisor and/or his designee to execute said agreement.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab  
Attachment



**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and XXXXXXXXXX, located at XXXXXXXXXXXXXXXX, XXXXXXXX, NY XXXXX (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: XXXXXXXXXXXXX  
Date: XXXXXXXXXXXXX  
Location: XXXXXXXXXXXXXXXX  
Amount: \$XXX.XX

In consideration of these services, the Town of Oyster Bay agrees to pay CONTRACTOR the sum of XXXXXXXXXX dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

—————→  
CONTRACTOR

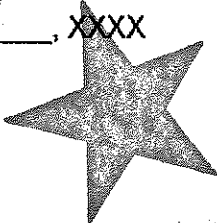
—————→ DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

—————  
COMMISSIONER

DATE: \_\_\_\_\_, XXXX

Reviewed By  
Office of Town Attorney  
*[Signature]*



**Contract**

This Contract, made by and between the Town of Oyster Bay, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and The Family Service League, located at 790 Park Avenue, Huntington, NY 11743 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by:           The Family Service League  
Date:                        Session one: July 12 & 19, 2024  
                                  Session two: August 9 & 16, 2024  
Location:                 North Massapequa Community Center  
Amount:                  \$200.00

In consideration of these services the Town of Oyster Bay agrees to pay CONTRACTOR the sum of two hundred dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

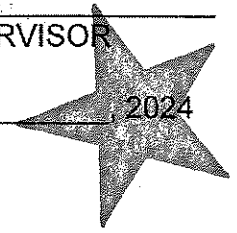
CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the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

The Family Service League

\_\_\_\_\_→  
CONTRACTOR  
\_\_\_\_\_→ DATE: \_\_\_\_\_, 2024

TOWN OF OYSTER BAY

\_\_\_\_\_  
DEPUTY SUPERVISOR  
DATE: \_\_\_\_\_, 2024



*DR*  
Reviewed By  
Office of Town Attorney  
*Robert P. Healy*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 2, 2024, requested that the Town Board authorize the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of concerts and movies, to be held on the dates, and at the times and locations, set forth on "Grid A" (attached hereto and made a part thereof), for the "2024 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$176,250.00, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of performances and services, to be held on the dates, and at the times and locations set forth on "Grid B" (attached hereto and made a part thereof), for the "2024 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$33,050.00, where The Friends of the Community Services Department, Inc., ("The Friends") shall pay all fees associated with the aforementioned services and performances, including the fee for a performance by Fireworks by Grucci, Inc., in the amount of \$15,250.00, for which "The Friends" shall reimburse the Town; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Commissioner of the Department of Community & Youth Services, and/or her designee, to make changes, as necessary, to the dates, times and locations of said events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board waive the provisions of the Code of the Town of Oyster Bay, Section II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 (A) & (B), "Prohibitions", and Section II, "General Legislation", Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", for the concerts set forth on "Grid A" and "Grid B", scheduled to be held on Saturday, August 10, 2024;

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that pursuant to Guideline 5(b) of the Town of Oyster Bay Procurement Policy, the musicians scheduled to perform as part of the "2024 Music Under The Stars Concert Series", and "Movies By Moonlight", are exempt from the solicitation, written proposals or quotations submission requirements of said Policy, in that said musicians are sole source vendors or providers of services, including those with a unique skill set, such as performers or artists; and



WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the proposed vendors' disclosure questionnaires have been reviewed, and have been found to satisfy the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby authorizes the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of concerts and movies, to be held on the dates, and at the times and locations set forth on "Grid A", for the "2024 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$176,250.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and be it further

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

RESOLVED, That the Town Board hereby further authorizes the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of performances and services, to be held on the dates, and at the times and locations set forth on "Grid B", for the "2024 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$33,050.00, where, "The Friends" shall pay all fees associated with the aforementioned services and performances, including the fee for a performance by Fireworks by Grucci, Inc., in the amount of \$15,250.00, for which "The Friends" shall reimburse the Town; and be it further

RESOLVED, That the Town Board hereby authorizes the Commissioner of the Department of Community & Youth Services, and/or her designee, to make changes, as necessary, to the dates, times and locations of said events; and be it further

RESOLVED, That the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Section II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 (A) & (B), "Prohibitions", and Section II, "General Legislation", Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", for the concerts set forth on "Grid A" and "Grid B", scheduled to be held on Saturday, August 10, 2024.

#

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

May 2, 2024

TO: Memorandum Docket

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

SUBJECT: 2024 Music Under the Stars Concert Series

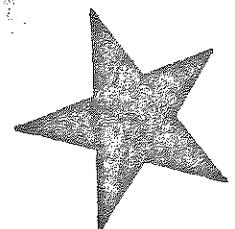
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The Department of Community & Youth Services requests Town Board authorization to sign contracts with various performers, and/or their agents for a series of concerts and movies for the 2024 *Music Under the Stars* concert series including *Movies by Moonlight*. All concerts and movies will be held at various parks and beaches throughout the Town.

The attached **Grid A**, details fees for the performances and services that will be paid for by the Town of Oyster Bay. The fees total \$176,250.00 and will be paid from Account No. CYS A 7020 47660 000 0000, *Special Events*. The fee for *Fireworks by Grucci, Incorporated*, of \$15,250, will be reimbursed to the Town of Oyster Bay by *The Friends of the Community Service Department, Incorporated*. Any additional purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy through the Purchasing Division and charged to an appropriate account.

The attached **Grid B**, details fees for the performances and services that will be paid for by *The Friends of the Community Service Department, Incorporated*. The total of \$33,050.00 includes the reimbursement to the Town of Oyster Bay for *Fireworks by Grucci, Inc.*

In accordance with the Town of Oyster Bay's Procurement Policy these musicians are exempt from the solicitation and written proposal procedures. The proposed vendor's *Disclosure Questionnaires* have been reviewed and satisfy the Town's Procurement Policy.



TO: Memorandum Docket  
RE: 2024 Music Under the Stars Concert Series


Page 2  
May 2, 2024

Food and beverage shall be available to the public for purchase. The Department of Community and Youth Services reserves the right to utilize the current Town concessionaire(s). In furtherance, the Codes of the Town of Oyster Bay, §168-22 *Alcoholic Beverages; No person shall bring beer, ale or any other alcoholic beverage into any park or beach*, shall be waived and *Section 82-3, Alcoholic Beverages in public* shall be waived for the concert scheduled to be held Saturday, August 10, 2024.

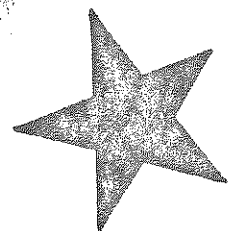
Attached is a contract template, which has been "approved as to form" by the Office of the Town Attorney, and the individual contract for the first performance. Swank Motion pictures is procured through the Purchasing Division by service order.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into these agreements, approved as to form by the Town Attorney's Office, and further authorize the Supervisor and/or his designee to execute said agreements.

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 events.

  
Maureen A. Fitzgerald  
Commissioner

MAF:kf  
Attachments



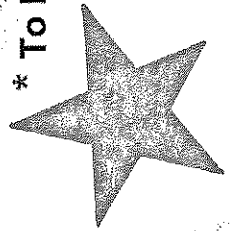
**Music Under The Stars 2024**

**Town Of Oyster Bay**

**Grid A**

| Date                          | Location   | Check made payable to                       | Amount     |
|-------------------------------|--|---|------------|
| 7/2/2024                      | John J. Burns Town Park, Massapequa                  | LuciLu Productions, Inc.                    | \$12,000   |
| 7/6/2024                      | Ellsworth W. Allen Town Park, Farmingdale            | Sean McGrath                                | \$4,000    |
| 7/9/2024<br>Rain Date 7/10/24 | Tobay Beach, Massapequa                              | Fireworks by Grucci, Inc.                   | * \$15,250 |
| 7/9/2024                      | Tobay Beach, Massapequa                              | LuciLu Productions, Inc.                    | \$14,000   |
| 7/13/2024                     | Syosset-Woodbury Community Park, Woodbury            | Dr. K's Motown Revue                        | \$4,000    |
| 7/16/2024                     | John J. Burns Town Park, Massapequa                  | Uncaged Entertainment LLC                   | \$5,000    |
| 7/20/2024                     | Theodore Roosevelt Memorial Park & Beach, Oyster Bay | Disco Unlimited, Inc.                       | \$4,500    |
| 7/23/2024                     | John J. Burns Town Park, Massapequa                  | LuciLu Productions, Inc.                    | \$9,000    |
| 7/27/2024                     | John J. Burns Town Park, Massapequa                  | LuciLu Productions, Inc.                    | \$21,000   |
| 7/30/2024                     | John J. Burns Town Park, Massapequa                  | Big Shot Tribute Band, Corp.                | \$15,000   |
| 7/31/2024                     | Tappen Beach, Glenwood Landing                       | Mad Hatter Productions, Inc.                | \$2,000    |
| 8/3/2024                      | John J. Burns Town Park, Massapequa                  | Back Stage Pass Media Productions, Inc.     | \$7,000    |
| 8/6/2024                      | John J. Burns Town Park, Massapequa                  | LuciLu Productions, Inc                     | \$39,000   |
| 8/7/2024                      | Syosset-Woodbury Community Park, Woodbury            | NY Brass Choir, Inc. DBA Concert Pops of LI | \$5,500    |
| 8/10/2024                     | John J. Burns Town Park, Massapequa                  | LuciLu Productions, Inc.                    | \$19,000   |
|                               |  | Total                                       | \$176,250  |

\* To be reimbursed to the Town by *The Friends of the Community Service Department, Incorporated*



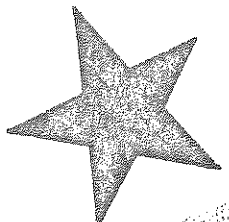
**Music Under The Stars 2024**

**Grid B**

**Friends of the Community Services Department**

| <b>Date</b>                      | <b>Location</b>                                  | <b>Check made payable to</b>                 | <b>Amount</b>   |
|----------------------------------|--|--|-----------------|
| Various dates                    | National Anthem Vocalist – Multiple Locations    | Tammi Wolfarth                               | \$1,800         |
| 7/3/2024                         | John J. Burns Town Park, Massapequa              | William Giangrande                           | \$2,500         |
| 7/9/2024<br>Rain Date: 7/10/2024 | Tobay Beach, Massapequa                          | Town of Oyster Bay (Fireworks reimbursement) | \$15,250        |
| 7/10/2024                        | Tobay Beach, Massapequa                          | Gregory Warnowkoski                          | \$3,800         |
| 7/11/2024                        | Marjorie R. Post Community Park, Massapequa      | Swank Motion Pictures, Inc.                  | \$500           |
| 7/17/2024                        | Ellsworth W. Allen Town Park, Farmingdale        | Dreamkast, Inc.                              | \$3,200         |
| 7/18/2024                        | Ellsworth W. Allen Town Park, Farmingdale        | Swank Motion Pictures, Inc.                  | \$500           |
| 7/24/2024                        | Plainview-Old Bethpage Community Park, Plainview | Darren Gallagher                             | \$3,500         |
| 7/25/2023                        | Plainview-Old Bethpage Community Park, Plainview | Swank Motion Pictures, Inc.                  | \$500           |
| 7/30/2024                        | John J. Burns Town Park, Massapequa              | Cathy SantoPietro                            | \$500           |
| 8/1/2024                         | Tappen Beach, Glenwood Landing                   | Swank Motion Pictures, Inc.                  | \$500           |
| 8/8/2024                         | Syosset-Woodbury Community Park, Woodbury        | Swank Motion Pictures, Inc.                  | \$500           |
|                                  | <b>Total</b>                                     |  | <b>\$33,050</b> |

**Movie and Carnival equipment for the Series will be procured through Town of Oyster Bay's Purchasing Division**



CONTRACT

This Contract, made the \_\_\_\_ day of \_\_\_\_\_, XXXX 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 XXXXXXXX., having its principal office at XXXXXXXX, XXXXXX, New York XXXXX (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:

XXXXXXXXXXXXXXXXXX.

a. Type of performance: Music Under the Stars XXXX

b. Contract Amount: \$XX,XXX.00

c. Date, time and place of performance:

DATE: XXXXX, XXXX XX, XXXX

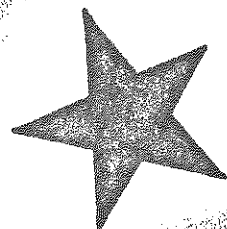
TIME: X:XX - XX:XX

DURATION: XXXXXXXXXXXXXXXX

PLACE: XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXX, 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 \$XX,XXX.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

Reviewed By  
Office of Town Attorney  
Form  
*[Signature]*



- 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 \_\_\_\_\_, XXXX.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: XXXXXXXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_→ \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_→ DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, XXXX

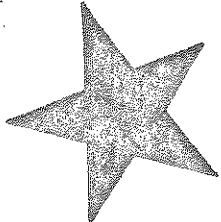


EXHIBIT A  
CONTRACT TERMS & CONDITIONS

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.



CONTRACT

This Contract, made the \_\_\_\_ day of \_\_\_\_\_, 2024 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:

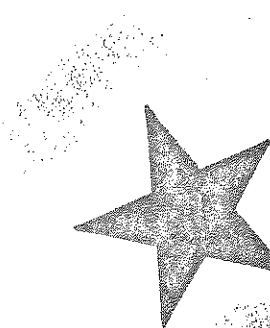
- 1. CONTRACTOR agrees to provide services by:

The Neil Diamond Experience starring Robert Neary

- a. Type of performance: Music Under the Stars 2024
- b. Contract Amount: \$12,000.00
- c. Date, time and place of performance:

DATE: Tuesday, July 2, 2024  
TIME: 8:00 (after opening ceremony)  
DURATION: 90 minutes  
PLACE: John J. Burns Park  
Massapequa, 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 \$12,000.00. 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. Both CONTRACTOR and TOWN agree to defend, indemnify and hold harmless each other, 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 either party 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 \_\_\_\_\_, 2024.

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

LUCILU PRODUCTIONS, INC.

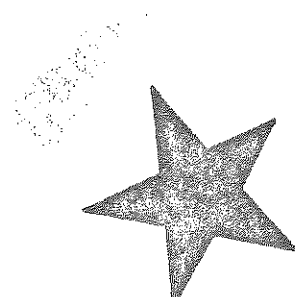
—————> \_\_\_\_\_  
CONTRACTOR

—————> DATE: \_\_\_\_\_, 2024

TOWN OF OYSTER BAY

\_\_\_\_\_  
DEPUTY SUPERVISOR

DATE: \_\_\_\_\_, 2024

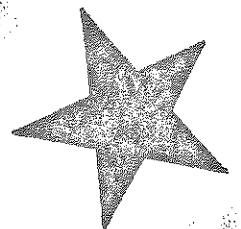


## EXHIBIT A

### 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.



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 2, 2024, requested Town Board authorization to enhance the Senior Summer Programs, by purchasing provisions for "National Hot Dog Day", on Wednesday, July 17, 2024, and "National Spumoni Day", on Wednesday, August 21, 2024, with both activities to take place at the North Massapequa Community Center during regularly scheduled senior activity days; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the purchase of the supplies for "National Hot Dog Day" shall be made through the Town's "ShopRite" account, with the total supply cost not to exceed Six Hundred Dollars (\$600.00), and with the funds for said payment to be drawn from Account No. CYS A 7020 41800 000 0000, *Recreational Supplies*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the purchase of the supplies for "National Spumoni Day" shall be made from La Conca Oro, LLC, d/b/a Gelato Kings, with the total supply cost not to exceed Four Hundred Dollars (\$400.00), and with the funds for said payment to be drawn from Account No. CYS A 720 41800 000 0000, *Recreational Supplies*; and

WHEREAS, Commissioner Fitzgerald by said memorandum, further advised that the Town has reviewed the proposed vendor's questionnaire, and has been satisfied that that it has fulfilled the requirements of the Town of Oyster Bay's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Community and Youth Services is hereby authorized to enhance the Senior Summer Program, by purchasing provisions for "National Hot Dog Day", on Wednesday, July 17, 2024, and "National Spumoni Day", on Wednesday, August 21, 2024, with both activities to take place at the North Massapequa Community Center during the regularly scheduled senior activity day; and be it further

RESOLVED, That the purchase of the supplies for "National Hot Dog Day" shall be made through the Town's "ShopRite" account, with the total supply cost not to exceed Six Hundred Dollars (\$600.00), and that the the funds for said payment shall be drawn from Account No. CYS A 7020 41800 000 0000, *Recreational Supplies*; and be it further

RESOLVED, That the purchase of the supplies for "National Spumoni Day" shall be made from La Conca Oro, LLC, d/b/a Gelato Kings, with the total supply cost not to exceed Four Hundred Dollars (\$400.00), and that the funds for said payment shall be drawn from Account No. CYS A 720 41800 000 0000, *Recreational Supplies*; and be it further

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

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of duly satisfied 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

May 2, 2024

TO: Memorandum Docket

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

SUBJECT: Senior Summer Program Enhancements


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The Department of Community and Youth Services requests Town Board authorization to enhance the Senior Summer Programs by presenting "National Hot Dog Day" and "National Spumoni Day". If approved, these activities will take place at the North Massapequa Community Center during the regularly scheduled senior activity day. Last year, these programs were authorized by Town Board Resolution No. 466-2023, dated July 18, 2023.

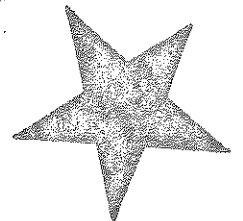
"National Hot Dog Day" will take place on Wednesday, July 17, 2024. The purchase of the supplies will be made available through the Town's "ShopRite" account. The total cost of the event shall not exceed \$600.00 and funds are available in account CYS A 7020 41800 000 0000, *Recreational Supplies*.

"National Spumoni Day" will take place on Wednesday, August 21, 2024. Supplies will be purchased from La Conca Oro, LLC, DBA Gelato Kings. The total cost for the event shall not exceed \$400.00 and the funds are available in account CYS A 7020 47660 000 0000, Special Events. The proposed vendor's Disclosure Questionnaire had been reviewed and satisfies the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community and Youth Services to proceed with the events as presented. The Department also requests authorization for the Commissioner of Community & Youth Services to make adjustments, deletions or changes if necessary.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sjb



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 23, 2023, requested Town Board authorization to enhance the Senior Summer Program, by purchasing provisions for "National Hot Dog Day", on Wednesday, July 19, 2023, and "Ice Cream Sandwich Day", on Wednesday, August 2, 2023, with both activities to take place at the North Massapequa Community Center during the regularly scheduled senior activity day; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the purchase of the supplies for the two events shall be done through the Town's "ShopRite" account, with a total supply cost for both events not to exceed One Thousand Eight Hundred Dollars (\$1,800.00), and with the funds for said payment to be drawn from Account No. CYS A 41800 000 0000, *Recreational Supplies*,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Community and Youth Services is hereby authorized to enhance the Senior Summer Program, by purchasing provisions for "National Hot Dog Day", on Wednesday, July 19, 2023, and "Ice Cream Sandwich Day", on Wednesday, August 2, 2023, with both activities to take place at the North Massapequa Community Center during the regularly scheduled senior activity day; and be it further

RESOLVED, That the purchase of the supplies for the two events shall be done through the Town's "ShopRite" account, with a total supply cost for both events not to exceed One Thousand Eight Hundred Dollars (\$1,800.00); and be it further

RESOLVED, That the funds for said supplies shall be drawn from Account No. CYS A 7020 41800 000 0000, *Recreational Supplies*; and be it further

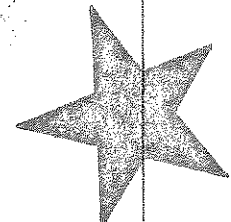
RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly satisfied claim, after audit.

#

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

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

7/18/23  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Rafael P. Harty



Meeting of May 21, 2024

Resolution No. 384-2024

WHEREAS, Camille and Thomas Byrne, by letter, dated May 2, 2024, requested to donate a memorial plaque to be placed on an existing bench at Alhambra Beach, M-60, Massapequa, in memory of Kenny Byrne; and

WHEREAS, the value of the plaque is estimated to be \$850.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 6, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from Camille and Thomas Byrne to donate a memorial plaque to be placed on an existing bench at Alhambra Beach, M-60, Massapequa, in memory of Kenny Byrne.

-#-

*DS*  
Reviewed By  
Office of Town Attorney  
*Annmaria Walsh*

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

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



Town of Oyster Bay  
Inter-Departmental Memo

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** May 6, 2024

---

The Department of Parks has received a request from Camille & Thomas Byrne (letter attached) requesting a memorial plaque on an existing bench at Alhambra Beach M-60 in memory of her brother in law, Kenny Byrne.

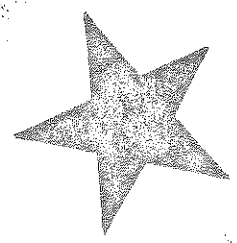
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$850.00 from Camille & Thomas Byrne.

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

  
\_\_\_\_\_  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

JGP/dc



May 2, 2024

Via Email: [dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)

Ms. Diann Codispodo  
Town of Oyster Bay  
Parks & Recreation Dept.  
977 Hicksville Rd.  
Massapequa, NY 11758

RE: DONATION OF EXISTING BENCH WITH MEMORIAL PLAQUE AT ALHAMBRA BEACH PARK

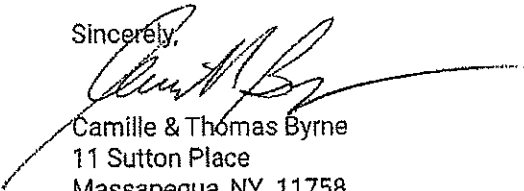
Dear Diann:

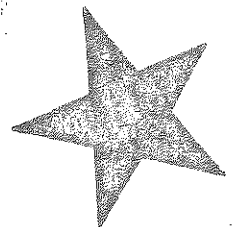
This letter is a formal request to donate an existing bench with memorial plaque in honor of Kenny Byrne at Alhambra Beach Park located at the end of Alhambra Road in Massapequa.

I met with Chris this morning (5/2/24) at the site and we discussed my request to have the plaque on one of the three benches located at the Eastern fishing pier section that juts out into the bay at the Cove. This site would be meaningful to our family as the deceased, Kenny Byrne, was an avid boater and fisherman and he shared a boat with his brother (my husband Tom Byrne) at our home on Sutton Place in Massapequa – just down Alhambra Road within walking distance to the park. The honoree resided with his mother in Massapequa Park and died tragically in 2006 in a fire at the age of 47. This donation of an existing bench and plaque in his honor will bring comfort to our family whenever we take walks down to this lovely neighborhood Alhambra Beach that we enjoy so much, especially since the stormwater renovations were implemented.

Your cooperation in presenting this request for approval by the Town of Oyster Bay Board is greatly appreciated.

Sincerely,

  
Camille & Thomas Byrne  
11 Sutton Place  
Massapequa, NY 11758  
(516) 695-5156



Meeting of February 27, 2024

Resolution No.156-2024

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$425.00 – includes 4 lines top to bottom  
8" x 6" plaque is \$560.00 – includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

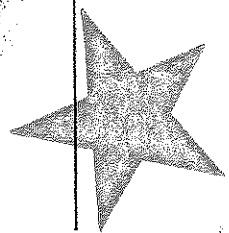
8" x 4" plaque placed under an existing tree is \$500.00  
8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.

-#-

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

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



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 30, 2024, requested Town Board authorization to issue a refund in the amount of \$300.00 to Hooshere Bezdikian Kaligian, to reimburse her for fees paid for her son to attend the Spring 2024 Ice Hockey House League 8U, as her son switched to the 6U clinic; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Ms. Kaligian is entitled to a full refund of the \$300.00 registration fee, as the 5% administration fee is waived,

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 a refund in the amount of \$300.00 to Hooshere Bezdikian Kaligian; and be it further

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

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

-#-

*Reviewed By*  
Office of Town Attorney  
*America Wolfe*

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

385

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 4/30/2024

SUBJECT: Hooshere Bezdikian Kaligian- 2024 Spring Ice Hockey Clinic 8U Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$300.00 (three hundred dollars and 00/100 cents) to Hooshere Bezdikian Kaligian, 119 Manhasset Ave, Manhasset, NY 11030. Ms. Kaligian's son was switched from the 8U Ice Hockey Clinic to the 6U Clinic.

Based on the 2024 Town of Oyster Bay refund policy, Hooshere Bezdikian Kaligian is eligible to receive the refund as follows:

2024 Spring Ice Hockey Clinic 8U Refund \$300.00  
5% Administrative Fee Waived

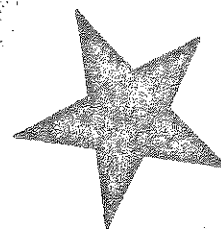
**TOTAL REFUND                    \$300.00 (three hundred dollars and 00/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds are available for this requested refund.

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

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

JGP/nh



Meeting of May 21, 2024

Resolution No. 386-2024

*JMS*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Stealey*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 30, 2024, requested Town Board authorization to issue a refund in the amount of \$427.50 to Jo-AnnEyre Cruz, to reimburse her for fees paid for her son to attend the Spring 2024 Ice Hockey House League 8U, as her son can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Cruz is entitled to a refund of the \$450.00 registration fee, less the 5% administration fee of \$22.50, for a total refund of \$427.50,

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 a refund in the amount of \$427.50 to Jo-AnnEyre Cruz; and be it further

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

RESOLVED, That the 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

386

TO: MEMORANDUM DOCKET  
FROM: Joseph G. Pinto, Commissioner  
Department of Parks  
DATE: 4/30/2024  
SUBJECT: Jo-AnnEyre Cruz- 2024 Spring Ice Hockey House League 8U Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$427.50 (four hundred twenty seven dollars and 50/100 cents) to Jo-AnnEyre Cruz, 123 Land Lane, Westbury, NY 11590. Mrs. Cruz's son will not be attending the Spring Ice Hockey House League 8U.

Based on the 2024 Town of Oyster Bay refund policy, Jo-AnnEyre Cruz is eligible to receive the refund minus a 5% administration fee as follows:

Spring Ice Hockey House League 8U \$450.00  
5% Administration Fee \$22.50

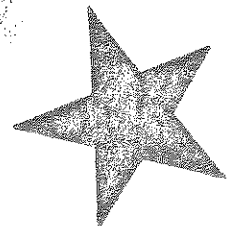
**TOTAL REFUND \$427.50 (four hundred twenty seven dollars and 50/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

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

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

JGP/nh



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 29, 2024, requested Town Board authorization to issue a refund in the amount of \$799.43 to Franklin Tufenkdjian, a Town of Oyster Bay resident, to reimburse him for a boat slip rental at Tappen Marina which he will no longer be utilizing; and

WHEREAS, based on the Town of Oyster Bay refund policy, Mr. Tufenkdjian is entitled to receive a refund of the \$841.50 boat slip fee less the five percent (5%) administrative fee of \$42.07, for a total refund of \$799.43,

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 a refund in the amount of \$799.43 to Franklin Tufenkdjian; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02025 526 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.

-#-

*AS*  
Reviewed By  
Office of Town Attorney  
*America Walsh*

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

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



TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET  
FROM: Joseph G. Pinto, Commissioner  
Department of Parks  
DATE: 4/29/2024  
SUBJECT: Franklin Tufenkdjian- Tappen Slip Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$799.43 (seven hundred ninety-nine dollars and 43/100 cents) to Town of Oyster Bay resident Franklin Tufenkdjian. Mr. Tufenkdjian will not be utilizing his Tappen Slip Rental.

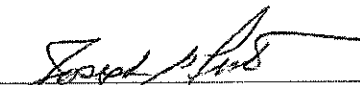
Based on the 2024 Town of Oyster Bay refund policy, Franklin Tufenkdjian is eligible to receive the refund minus a 5% administration fee as follows:

Tappen Slip Rental \$841.50  
5% Administration Fee \$42.07

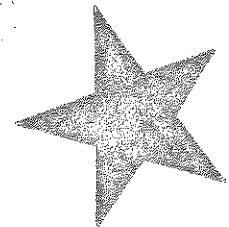
**TOTAL REFUND \$799.43 (seven hundred ninety-nine dollars and 43/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

Kindly debit the following account: PKS A 0001 02025 526 0000

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

JGP/nh



WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 6, 2024, advised, that the Town of Oyster Bay was awarded a grant in the amount of \$250,000.00, through the New York State Community Resiliency, Economic Sustainability and Technology ("CREST") Program, for purchase and installation of playgrounds located at Plainview-Old Bethpage Community Park and Roundtree Drive Park, both located in Plainview; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised, that the total cost for the installation of said playgrounds shall be \$336,000.00, and the Town shall be responsible for \$86,000.00 of that cost; and

WHEREAS, Commissioner Sammartano, by said memorandum, requested Town Board authorization for the Supervisor, or his designee, to execute all documents, as approved by the Office of the Town Attorney, in connection with the New York State CREST Program for the playground installations located at Plainview-Old Bethpage Community Park and Roundtree Drive Park, both located in Plainview,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor or his designee is hereby authorized to execute all documents, as approved by the Office of the Town Attorney, in connection with the New York State CREST Program, for the playground installations located at Plainview-Old Bethpage Community Park and Roundtree Drive Park, both located in Plainview.

#

*Handwritten signature*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Handwritten signature*

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:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**DATE:** MAY 6, 2024

**SUBJECT:** COMMUNITY RESILIENCY, ECONOMIC SUSTAINABILITY, AND  
TECHNOLOGY PROGRAM ("CREST") PURCHASE AND INSTALLATION OF  
PLAYGROUND EQUIPMENT AT PLAINVIEW OLD BETHPAGE PARK AND  
ROUNDTREE DRIVE PARK

---

The State of New York has awarded the Town of Oyster Bay (Grantee), a Community Resiliency, Economic Sustainability, and Technology Program ("CREST") grant in the amount of \$250,000.00 toward the cost of purchase and installation of playgrounds at the Plainview-Old Bethpage Community Park and Roundtree Drive Park, both located in Plainview, New York. The estimated total cost of the two playgrounds is \$336,000 yielding a cost to the Town of approximately \$86,000.

The project will provide multiple benefits to the community, mainly for families to come together and for children to utilize the playground as a place for recreation, enjoyment and developing social skills.

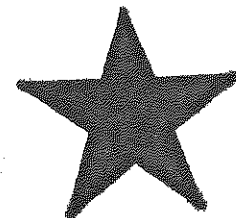
These playgrounds investments in the future of the community, providing environments that will allow families to socialize, build connections and help develop young children through social interactions and physical activities. Additionally, upgraded park facilities are likely to increase property values and draw residents.

We respectfully request a Town Board Resolution authorizing the Supervisor, his authorized designee and the Supervisor's additional authorized designee to execute all documents, as approved by the Office of the Town Attorney, in connection with the New York State and Community Resiliency, Economic Sustainability, and Technology (CREST) Program for the playground installations located at Plainview-Old Bethpage Community Park and Roundtree Drive Park, both located in Plainview, New York.



Frank V. Sammartano  
Commissioner, Intergovernmental Affairs

FVS: pf



WHEREAS, by Resolution 334-74, adopted on May 7, 1974, the Town Board granted a Special Use Permit to R.A.K. TENNIS CORP, to allow for the construction of an indoor tennis facility with office and accessory features incidental to an indoor tennis club at premises located in an Light Industry ("LI") District, known as 75 Haskett Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block G, Lots 233 and 234 on the Land and Tax Map of Nassau County ("subject premises"), which Resolution contained ten restrictive covenants; and

WHEREAS, by Resolution No. 978-83, adopted on November 15, 1983, the Town Board granted the application of THE ROSLYN RACQUET CLUB, INC. d/b/a SYOSSET TENNIS ACADEMY, and DANIEL GREENHAUF and CHARLES E. FLETCHER, and rescinded restrictive covenants Nos. 5 and 9 from Resolution No. 334-74, and approved the maintenance of the indoor tennis facility and offices with the addition of a travel agency, a tennis pro shop, a hair cutting salon, and a health club, and said Resolution No. 978-83 contained restrictive covenants, including restrictive covenant No. 10 which restricted the use of the subject premises to "only those uses depicted on the plan entitled "Syosset Tennis Academy, Syosset, New York First Floor Clubhouse Plan" and "Syosset Tennis Academy, Syosset, New York Clubhouse Cellar Plan" and restrictive covenant No. 12 which provided that the covenants and restrictions contained therein may only be changed, modified or terminated by Town Board resolution; and

WHEREAS, by Resolution No. 91-85, adopted on January 22, 1985, the Town Board granted Site Plan Approval in connection with the use permitted by the Special Use Permit granted by Resolution No. 978-83; and

WHEREAS, JACK M. MARTINS, Esq., of Harris Beach, PLLC, attorneys for SPORTIME CLUBS, LLC d/b/a Sportime at Syosset, current fee owners of the subject premises, by letter dated March 26, 2024, has requested that restrictive covenant No. 10 listed in Resolution No.978-83 be modified to allow the conversion of a tennis court to a multi-sport court, and further requested that the Town Board authorize the previously approved maximum occupancy of 186 persons for the subject premises remain in effect, and

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated May 6, 2024, advised that the applicant submitted the following four (4) drawings prepared by March Anthony Munisteri, R.A., Mark Anthony Architects & Planners, Bellmore New York, for approval:

| SHEET NO. | TITLE  | PREPARED BY                  | DATE       |
|-----------|--|------------------------------|------------|
| A0.00     | Interior Alterations                             | Mark Anthony Munisteri, R.A. | 10/20/2023 |
| A1.00     | First Floor Plan                                 | Mark Anthony Munisteri, R.A. | 10/20/2023 |
| A2.00     | Lower Level Plan, Occupancy<br>and Parking Calcs | Mark Anthony Munisteri, R.A. | 10/20/2023 |
| A3.00     | Egress Plan                                      | Mark Anthony Munisteri, R.A. | 10/20/2023 |

and Deputy Commissioner Byrne, by said memorandum, recommended that Resolution No. 878-83 be modified to allow the conversion of a tennis court to a multi-sport court with the authorized occupancy of 186 persons to remain, and referred this application to the Town Board for appropriate action,

Reviewed By  
Office of Town Attorney  
*[Signature]*

NOW, THEREFORE, BE IT RESOLVED, That the request of JACK M. MARTINS, Esq., of Harris Beach, PLLC, attorneys for SPORTIME CLUBS, LLC d/b/a Sportime at Syosset, current fee owners of the premises located at 75 Haskett Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block G, Lots 233 and 234 on the Land and Tax Map of Nassau County, that the Town Board authorize that restrictive covenant No. 10 listed in Resolution No. 978-83 be modified to allow the conversion of a tennis court to a multi-sport court, and that the Town Board authorize the previously approved maximum occupancy of 186 persons for the subject premises to remain in effect, is hereby GRANTED, and it is further

RESOLVED, That except as modified by this Resolution, the Restrictive Covenants contained in Resolution No. 978-83, adopted on November 15, 1983, shall remain in full force and effect.

-#-

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:** SCOTT L. BYRNE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING & DEVELOPMENT

**DATE:** MAY 6, 2024

**SUBJECT:** REQUEST TO MODIFY RESTRICTIVE COVENANTS  
75 HASKETT DRIVE  
SYOSSET, NEW YORK 11791  
SECTION 15, BLOCK G, LOT(S) 233 & 234

This Department is in receipt of correspondence from Jack M. Martins, Harris Beach, PLLC, counsel to Sportime Clubs, LLC, the current tenant at the above mentioned property (hereinafter referred to as "applicant") dated March 26, 2024 requesting the modification of the previously issued Special Use Permit for the above mentioned property.

On May 7, 1974, the Town Board approved Resolution Number 334-74 (Exhibit A) which granted a Special Use Permit to allow the construction of an indoor tennis facility with office and accessory features incidental to an indoor tennis club.

The restriction to permit only tennis was upheld in the following Resolutions:

- Resolution Number 536-74 dated August 13, 1974 (Exhibit B)
- Resolution Number 318-76 dated April 27, 1976 (Exhibit C)
- Resolution Number 335-81 dated April 28, 1981 (Exhibit D)

On November 15, 1983, the Town Board approved Resolution Number 978-83 (Exhibit E) which rescinded prior Restrictive Covenant Numbers 5 and 9 and approved the maintenance of the indoor tennis facility and offices with the addition of a travel agency, a tennis pro shop, a hair cutting salon and a health club.

On January 22, 1985, the Town Board approved Resolution Number 91-85 (Exhibit F) which granted Site Plan approval in connection with the special permission that was granted under Resolution Number 978-83 (described above).

Restrictive Covenant Number 10 of the aforementioned Town Board Resolution Number 978-83 restricts the Premises to "only those uses depicted on the plan entitled 'Syosset Tennis Academy, Syosset New York First Floor Clubhouse Plan' and 'Syosset Tennis Academy, Syosset, New York Clubhouse Cellar Plan'."

The applicant is requesting that the Town Board adopt a resolution modifying the aforementioned Resolution Number 978-83 to rescind Restriction Covenant Number 10 to allow the conversion of a tennis court to a multi-sport court.

Additionally, pursuant to Chapter 183, Section 12 of the Code of the Town of Oyster Bay, which permits the Town Board to grant a maximum occupancy number for a place of assembly, the applicant is requesting that the previously approved maximum occupancy number of 186 persons remains in effect.

Enclosed are four (4) drawings prepared by Mark Anthony Munisteri, R.A., Mark Anthony Architects & Planners, Bellmore, that have been submitted for approval. The plans are as follows:




| <u>SHEET NO.</u> | <u>TITLE:</u>                               | <u>PREPARED BY:</u>          | <u>DATE:</u> |
|------------------|---|------------------------------|--------------|
| A0.00            | Interior Alterations                        | Mark Anthony Munisteri, R.A. | 10/20/2023   |
| A1.00            | First Floor Plan                            | Mark Anthony Munisteri, R.A. | 10/20/2023   |
| A2.00            | Lower Level Plan, Occupancy & Parking Calcs | Mark Anthony Munisteri, R.A. | 10/20/2023   |
| A3.00            | Egress Plan                                 | Mark Anthony Munisteri, R.A. | 10/20/2023   |

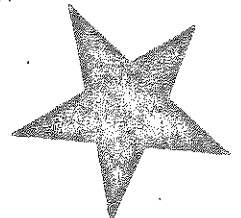
Also submitted for your review are the following documents:

- 1) Letter from Jack M. Martins dated March 26, 2024
- 2) Town Board Resolution Number 334-74 (Exhibit A)
- 3) Town Board Resolution Number 536-74 (Exhibit B)
- 4) Town Board Resolution Number 318-76 (Exhibit C)
- 5) Town Board Resolution Number 335-81 (Exhibit D)
- 6) Town Board Resolution Number 978-83 (Exhibit E)
- 7) Town Board Resolution Number 91-85 (Exhibit F)

Based on the information provided herein, it is the recommendation of this Department that the aforementioned Resolution Number 978-83 be modified as requested and this matter be referred to the Town Board for their appropriate action.

  
 SCOTT L. BYRNE  
 DEPUTY COMMISSIONER

SLB/gl



**HARRIS BEACH** PLLC  
ATTORNEYS AT LAW

March 26, 2024

Via FedEx (Tracking No.: 272748531619)

Via Email (glopresti@oysterbay-ny.gov)

Town of Oyster Bay  
Department of Planning and Development  
Attn: Gina Lopresti  
54 Audrey Avenue  
Oyster Bay, New York 11771

THE OMNI  
333 EARLE OVINGTON BLVD., SUITE 901  
UNIONDALE, NEW YORK 11553  
(516) 880-8484

JACK M. MARTINS  
PARTNER  
DIRECT: (516) 880-8399  
FAX: (516) 880-8483  
JMARTINS@HARRISBEACH.COM

RE: Sportime Syosset  
75 Haskett Drive, Syosset, New York

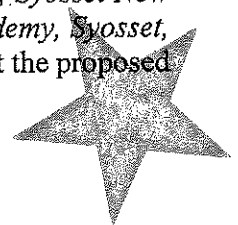
Dear Ms. Lopresti:

The undersigned is counsel to Sportime Clubs, LLC, operating 'Sportime at Syosset' ("Sportime") located at 75 Haskett Drive in Syosset, New York (the "Premises").

Following discussions with Deputy Commissioner Timothy Zike and the submission of architectural plans by Don Amen II of Mark Anthony Architecture PC, please allow this letter to confirm Sportime's application to amend or rescind certain covenants and conditions imposed by the Town of Oyster Bay (the "Town Board") that dictate the permitted uses of the Premises. Specifically, Sportime seeks to transition the use of one specific court/space within the Premises from exclusively a tennis court to a multi-purpose recreational space.

By way of background, the evolution of the Premises' permitted use is reflected in a series of resolutions enacted by the Town Board, starting with Resolution 334-74 on May 7, 1974, which limited the use exclusively to tennis through Covenant Nos. 5 and 9 (*See Exhibit A*). This initial limitation was upheld in subsequent resolutions, including Resolutions 536-74 (*See Exhibit B*), 318-76 (*See Exhibit C*), and 335-81 (*See Exhibit D*), maintaining an adherence to exclusively tennis activities. Then, on November 15, 1983, Resolution 978-83 rescinded Covenant Nos. 5 and 9 from Resolution 334-74 and expanded the operational scope of the Premises to permit retail, office, and travel agency spaces/uses (*See Exhibit E*). This expansion of permitted uses was further endorsed by Resolution 91-85 on January 22, 1985 (*See Exhibit F*). These adjustments reflect a nuanced approach by the Town Board, broadening the Premises' use beyond tennis to meet evolving community interests and utilization.

Sportime seeks to amend Covenant No. 10 of Resolution 978-83, which restricts the Premises to "only those uses depicted on the plan entitled 'Syosset Tennis Academy, Syosset New York First Floor Clubhouse Plan' as built April 16, 1982 and 'Syosset Tennis Academy, Syosset, New York Clubhouse Cellar Plan' as built April 16, 1982" (*See Exhibit E*), to permit the proposed change to a multi-sport court.





Sportime at Syosset  
March 26, 2024  
Page 2

HARRIS BEACH <sup>PLLC</sup>  
ATTORNEYS AT LAW

The proposed modifications will not affect or increase the currently approved occupancy limit of 186 persons, thus obviating the need for a parking variance. Nonetheless, we respectfully request that the Town Board acknowledge this consistency by granting the same occupancy in its forthcoming resolution.

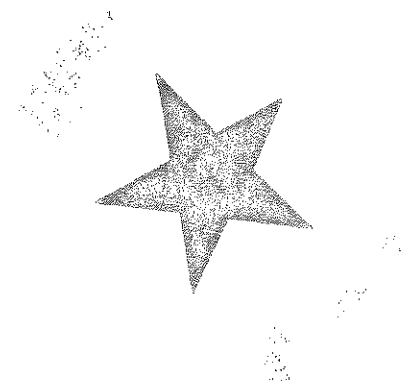
Thank you for your cooperation and courtesy regarding this request. Kindly advise when the matter will be scheduled for presentation to the Town Board.

Very truly yours,

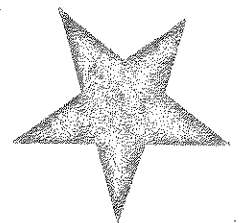
HARRIS BEACH PLLC

  
Jack M. Martins

Encs.



**EXHIBIT "A"**



File # P-174

Meeting of May 7, 1974

RESOLUTION #334-74

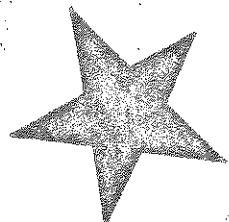
WHEREAS, R.A.E. TREMBLE CORP., a domestic corporation with its principal place of business located at 23 High Hollow Road, Roslyn Heights, New York, by petition verified the 21st day of December, 1973, heretofore petitioned the Town Board of the Town of Oyster Bay for a special use permit to construct and maintain indoor tennis courts with an office and facilities incidental to an indoor tennis club on the premises described below; and

WHEREAS, a duly advertised public hearing on the said petition was held by the Town Board of the Town of Oyster Bay at Town Hall, Oyster Bay, Nassau County, New York, on the 26th day of February, 1974, at which hearing parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, Jacobson & Goldberg, Esqs., attorneys for the petitioner, appeared on behalf of the petitioner and all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, by Resolution No. 952-74, adopted on the 7th day of February, 1974, the Nassau County Planning Commission has determined that the foregoing proposed changes will not have adverse effects on County Planning considerations, and recommended that the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the said hearing and from facts within the personal knowledge of the members of the Town Board, that the granting of the application herein upon the compliance with the covenants, restrictions and provisions herein imposed will not adversely affect the character of the lands adjacent to and adjoining the subject premises nor



the lands within the vicinity thereof; that the subject premises are suited for the requested use, that the proposed use will not generate any noises or annoyances that would cause discomfort to or disrupt the peace and quiet of the residents in the area, and will not adversely affect the pattern of traffic in the area, nor result in any interference with the flow of traffic therein; that the granting of the application subject to the covenants, restrictions and provisions herein imposed 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 application of R.A.E. TENNIS CORP. for a special use permit to construct and maintain indoor tennis courts with an office and facilities incidental to an indoor tennis club on the premises described below, be and the same hereby is GRANTED:

All that certain plot, piece or parcel of land, with the buildings and improvements, thereon erected, situate, lying and being at Syosset in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at an interior point which point is distant the following four (4) courses and distances from that point where the westerly side of the Long Island Railroad intersects the southerly side of Jericho Turnpike; (1) Westerly along the southerly side of Jericho Turnpike, 305.14 feet to the easterly side of land of Charles E. Fletcher;

(2) THENCE South 0 degrees 22 minutes 36 seconds east along land of Fletcher, 100.00 feet;

(3) THENCE North 89 degrees 37 minutes 24 seconds east still along land of Fletcher, 45.15 feet; and

(4) THENCE South 9 degrees 22 minutes 36 seconds east, still along land of Fletcher, 300.00 feet to the true point of beginning; and from said point of beginning,

RUNNING THENCE North 89 degrees 37 minutes 24 seconds east 23.48 feet;

THENCE North 81 degrees 35 minutes 59 seconds east, 33.22 feet;

THENCE South 70 degrees 33 minutes 50 seconds east along land of said Wells, 62.35 feet to land of the Long Island Railroad;

THENCE the following three courses and distances along land of the Long Island Railroad;

- (1) South 19 degrees 28 minutes 19 seconds west 222.25 feet;
- (2) South 69 degrees 50 minutes east, 4.95 feet; and
- (3) South 19 degrees 26 minutes 10 seconds west, 240.70 feet;

THENCE South 69 degrees 37 minutes 24 seconds west, 150.52 feet;

THENCE North 0 degrees 22 minutes 36 seconds west, 370.00 feet;

THENCE South 69 degrees 37 minutes 24 seconds west 50 feet;

THENCE North 0 degrees 22 minutes 36 seconds west, 534.72 feet to the southerly side of Jericho Turnpike;

THENCE South 89 degrees 21 minutes 19 seconds east along the southerly side of Jericho Turnpike, 20.94 feet;

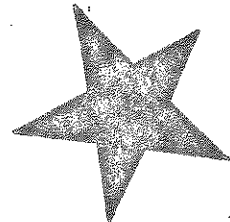
THENCE North 71 degrees 24 minutes 19 seconds east, still along the southerly side of Jericho Turnpike, 30.66 feet;

THENCE South 0 degrees 22 minutes 36 seconds east 396.03 feet;

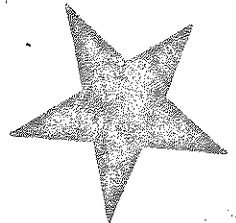
THENCE North 89 degrees 17 minutes 24 seconds west, 147.20 feet (and 148.20 feet); to the point of place of BEGINNING.

Said premises also known and designated on the Nassau County Land and Tax Map as being in Section 15, Block C, Lots 59, 60 and p/o 23.

The special use permit granted herein is subject to and conditioned upon the compliance in all respects with the following covenants, restrictions and provisions hereby imposed upon the subject premises and this resolution shall not become effective unless and until a certified copy of the resolution with said covenants, restrictions and provisions are duly recorded in the office of the County Clerk of Nassau County.



1. That except as herein otherwise stated, the improvements on the subject premises shall be in substantial compliance with the site plan, ground floor layout of the building and elevation plan, all prepared by Robert Feuer Engineering, P.E., P.C. and last revised 4-19-74 and bearing numbers 430-1, 430-2 and 430-3, all submitted herein and one set initialed "J.E.S." 5-3-74.
2. That the fire hydrant shall be installed and maintained within the 50 foot right of way area near the south end. That the 23 foot driveway at the southerly end of the one story metal building may be reduced to 20 feet at applicant's option.
3. That all driveways and parking fields shall be paved and maintained in good repair at all times, and provided with proper storm water drainage and all areas shall be kept neat and clean at all times and all structures and equipment shall be maintained in good condition at all times.
4. That any required variances for the compliance in all respects, including parking, with all applicable provisions of the Building Zone Ordinance of the Town of Oyster Bay shall be obtained prior to the issuance of any building permit hereunder.
5. That the subject premises shall be used only for the sport of tennis and for no other activity or sport whatsoever.
6. That no public tournaments or exhibitions involving spectators shall be permitted on the premises.
7. That there shall be no dispensing or consumption of food or beverages of any type on the premises except that which may be purchased from vending machines.
8. That a site, building, lighting and landscaping plan, not inconsistent with the plan submitted with the petition, shall be submitted to the Town Board for its approval prior to the issuance of a building permit except that foundation permits may be issued at such time as this resolution becomes effective.
9. That any building constructed on the subject premises in accordance with this special use permit shall not be used for any purpose other than than for the special use herein granted unless permission is granted by the Town Board after a public hearing.



10. That the schedule for playing tennis within said structure shall be arranged so as to prevent congestion in the parking lot.

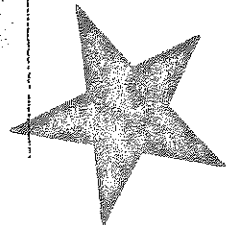
11. That there shall be neither rotating nor neon signs on or about the premises, and all exterior lighting shall be located upon the subject premises in such a manner that it shall not be directed at any residential property. All such lighting shall be shielded and deflected away from any residential property in such a manner as to not cause any annoyance or inconvenience to the residents in the area.

12. That there shall be no outdoor storage of material or equipment or waste of any kind at any time except that waste may be stored outdoors in a closed container which shall be emptied regularly.

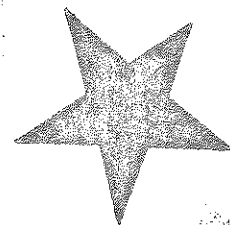
13. That the landscaping shall be continually maintained and replaced when necessary.

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 Doolittle | Abstaining |
| Councilman Saladino  | Absent     |
| Councilman Mosca     | Aye        |
| Councilman Carman    | Aye        |
| Councilman Hogan     | Aye        |
| Councilman Diamond   | Aye        |



# **EXHIBIT “B”**







herein and included in the duly advertised public notice and duly held public hearing herein were inadvertently omitted from the metes and bounds description set forth in said resolution numbered 334-74 which granted the said special use permit; and

WHEREAS, the said Town Board is desirous of correcting the error in the description in said resolution,

NOW, THEREFORE, BE IT RESOLVED, That said resolution numbered 334-74 and recorded in the office of the Clerk of the County of Nassau in liber 8672 of deeds, page 40, on the 15th day of May, 1974, be and the same hereby is amended by substituting the following metes and bounds descriptions in place and instead of the metes and bounds description now set forth in said resolution numbered 334-74; and except as so amended said resolution shall remain as originally adopted:

ALL those certain plots, pieces or parcels of land, with the buildings and improvements, thereon erected, situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

Parcel 1

BEGINNING at an interior point which point is distant the following four (4) courses and distances from that point where the westerly side of the Long Island Railroad intersects the southerly side of Jericho Turnpike: (1) Westerly along the southerly side of Jericho Turnpike, 305.14 feet to the easterly side of land of Charles E. Fletcher;

(2) THENCE South 0 degrees 22 minutes 36 seconds East, along land of Fletcher, 100.00 feet;

(3) THENCE North 89 degrees 37 minutes 24 seconds East, still along land of Fletcher, 48.16 feet; and

(4) THENCE South 0 degrees 22 minutes 36 seconds East, still along land of Fletcher, 300.00 feet to the true point of beginning; and from said point of beginning,

RUNNING THENCE North 89 degrees 37 minutes 24 seconds East, 23.48 feet;

THENCE North 81 degrees 35 minutes 50 seconds East, 33.22 feet;

THENCE South 70 degrees 33 minutes 50 seconds East along land of said Weiss, 52.35 feet to land of the Long Island Railroad;

THENCE the following three courses and distances along land of the Long Island Railroad;

- (1) South 19 degrees 26 minutes 10 seconds west, 222.25 feet;
- (2) South 69 degrees 50 minutes east, 4.95 feet; and
- (3) South 19 degrees 26 minutes 10 seconds west, 240.70 feet;

THENCE South 89 degrees 37 minutes 24 seconds west, 100.52 feet;

THENCE North 0 degrees 22 minutes 36 seconds west, 300.00 feet;

THENCE South 89 degrees 37 minutes 24 seconds west 50 feet;

THENCE North 0 degrees 22 minutes 36 seconds west, 534.72 feet to the southerly side of Jericho Turnpike;

THENCE North 83 degrees 21 minutes 10 seconds East along the southerly side of Jericho Turnpike, 20.94 feet;

THENCE North 71 degrees 44 minutes 10 seconds East, still along the Southerly side of Jericho Turnpike, 30.66 feet;

THENCE South 0 degrees 22 minutes 36 seconds East 396.03 feet;

THENCE North 89 degrees 37 minutes 24 seconds East, 147.20 feet (deed 148.20 feet); to the point or place of BEGINNING.

#### Parcel 2

BEGINNING at a point on the Southerly side of Jericho Turnpike 305.14 feet as measured along the southerly side of Jericho Turnpike from the intersection of the Southerly side of Jericho Turnpike with the Westerly side of the land of the Long Island Railroad (Wading River Branch):

RUNNING THENCE South 0 degrees 22 minutes 36 seconds East 100 feet to a point;

THENCE North 89 degrees 37 minutes 24 seconds East, 48.16 feet to a point;

THENCE South 0 degrees 22 minutes 36 seconds East, a distance of 300 feet to a point;

THENCE South 89 degrees 37 minutes 24 seconds West 147.20 feet (148.20 feet deed) to the Easterly side of a private right of way as shown on a map entitled, "Map of Property belonging to Lewis Homes Co., Inc., situated at Syosset, Nassau County, New York, dated November 21, 1934, surveyed by Bertram F. Allen, C.E. 277 Main Street, Port Washington, New York";

THENCE running along the Easterly side of said right of way North 0 degrees 22 minutes 36 seconds West, a distance of 396.03 feet to the Southerly side of Jericho Turnpike;

THENCE along the Southerly side of Jericho Turnpike the following courses and distances;

- (1) North 71 degrees 44 minutes 10 seconds East 19.44 feet;
- (2) South 88 degrees 57 minutes 50 seconds East, 80.56 feet to the point of place of BEGINNING.

Said two parcels when taken together also being known and designated as and by Section 15, Block G, Lots 59, 60 and part of Lot 23 on the Land and Tax Map of the County of Nassau.

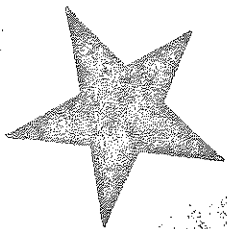
and be it

FURTHER RESOLVED, That this resolution shall be duly recorded in the office of the Clerk of Nassau County.

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 Doolittle | Aye |
| Councilman Saladino  | Aye |
| Councilman Mosca     | Aye |
| Councilman Garman    | Aye |
| Councilman Hogan     | Aye |
| Councilman Diamond   | Aye |

**EXHIBIT “C”**



Meeting of April 27, 1976

RESOLUTION #318-76

WHEREAS, by Resolution No. 334-74, dated May 7, 1974, the Town of Oyster Bay, a municipal corporation, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York, 11771, duly granted to R.A.K. TENNIS CORP., a domestic corporation, having its principal place of business at 23 High Hollow Road, Roslyn Heights, New York, 11577, a special use permit, subject to and conditioned upon certain covenants, restrictions and provisions therein set forth, to construct and maintain indoor tennis courts with an office and facilities incidental to an indoor tennis club on certain premises described at length in said resolution; and

WHEREAS, by Resolution No. 536-74, dated August 13, 1974, said Town Board approved four drawings as being in substantial compliance with the requirements of condition numbered "1" contained in the aforesaid Resolution No. 334-74; and

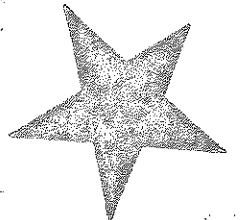
WHEREAS, R.A.K. TENNIS CORP. has requested modifications of the plans heretofore mentioned which modifications will not result in any detriment to the area for whose benefit any of said plans were approved or the residents thereof and such modifications are not material to the said special use granted herein,

NOW, THEREFORE, BE IT RESOLVED, That said condition numbered "1" in Resolution No. 334-74 dated May 7, 1974 be and the same is hereby modified to comply with drawing titled "Syosset Tennis Plot Plan - 1976 addition" and bearing number 595-1 and dated 12-25-75, with revision designated "Changed Parking & Landscaping" bearing date 3/22/76; and be it

FURTHER RESOLVED, That said drawing number 595-1 and dated 12-25-75, with revision designated "Changed Parking & Landscaping" bearing date 3/22/76 be and the same is hereby substituted in place and stead of drawing number 430-1 set forth in said Resolution No. 536-74; and be it

SEE 15  
BLK G  
LOTS 59, 60 + P/6 23

HELEN  
BIG BOOK +  
SOL FOUNDER



FURTHER RESOLVED, That drawing "R.A.K. CORP. - Syosset, 1976 Extension, Preliminary Plan, Rev. 3/29/76 R.F., North Elevation" bearing number 595-1" and drawing "Syosset Tennis Plot Plan - 1976 addition, West Elevation" dated 3/23/76 and numbered 595-2 be and same are hereby substituted in place of drawing number 430-21 set forth in said Resolution No. 536-74; and be it

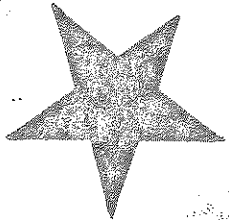
JK  
FURTHER RESOLVED, That the north side of the addition facing Jericho Turnpike shall be of brick veneer for a height of at least four feet measured from the ground level; and be it

FURTHER RESOLVED, That any additional landscaping which the Town Board of the Town of Oyster Bay may require shall be complied with; and be it

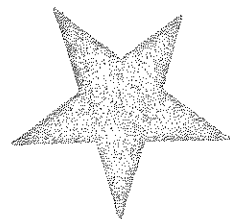
FURTHER RESOLVED, That this resolution shall not become effective unless and until a certified copy hereof is duly recorded in the office of the County Clerk of Nassau County.

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 Doolittle | Aye |
| Councilman Saladino  | Aye |
| Councilman Mosca     | Aye |
| Councilman Carman    | Aye |
| Councilman Hogan     | Aye |
| Councilman Diamond   | Aye |



# EXHIBIT "D"





DC

*Demed*

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1981 MAY -5 A 9 21

RESOLUTION NO. 335-81

15-6-81

Meeting of Planning & Development Dept. 1981

WHEREAS, BIRCH TREE REALTY, INC., with offices at 20 Jericho Turnpike, Syosset, New York 11791, by petition verified September 23, 1980, heretofore petitioned the Town Board of the Town of Oyster Bay for special permission to erect and maintain in an "H" Industrial District, an office building and for removal of the following covenants: "5. That the subject premises shall be used only for the sport of tennis and no other activity or sport whatsoever." and "9. That any building constructed on the subject premises in accordance with this special permit shall not be used for any purpose other than for the special use granted herein unless permission is granted by the Town Board after a public hearing.", on the premises described below; and

WHEREAS, a duly advertised public hearing on said petition held by the Town Board of the Town of Oyster Bay at Town Hall, East Building, Oyster Bay, Nassau County, New York, on March 3, 1981, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, Seymour S. Howard, Esq., appeared in support and on behalf of the petitioner; and

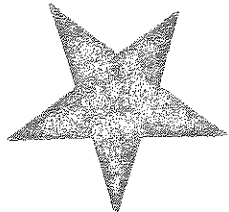
WHEREAS, by Resolution No. 1996-81, adopted February 5, 1981, the Nassau County Planning Commission, after due deliberation and consideration, found as follows:

APPROVED by the Board of the Town of Oyster Bay

- (1) The plot is insufficient, inappropriate and inadequate for the use and reasonably anticipated operation and expansion thereof;
- (2) A recent field inspection of the subject property revealed that the parking at present is at a premium generated by the uses present on Hackett Drive (right-of-way) and congested vehicular movements;
- (3) Ingress and egress to the subject property would be off Hackett Drive causing a hazardous situation,

and recommended disapproval of this application; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at said hearing and from facts within the personal knowledge of the members of the Town Board, in approving resolution No. 334-74, adopted May 7, 1974, which authorized the construction and maintenance of indoor tennis courts with an office and facilities incidental to an indoor tennis club on a larger parcel of land, a part of which is the subject of this present application and that the then Town Board in order to protect the surrounding area from the impact of such development and use specifically provided restrictive covenants "5" and "9" so as to prohibit any and all other activities, except the use for tennis sport, and, in addition, by resolution No. 318-76, dated April 27, 1976, the Town Board then clearly indicated its interest in preserving the very same area from further development which is the subject of this petition, by specifically incorporating into Resolution No. 318-76, the requirement for the installation of hedges fronting on Hackett Drive and Jericho Turnpike, birch trees, a willow tree and grass cover and the Town Board still believes this area should not be developed; that the



proposed office building would result in the overuse of the subject premises as well as an overuse of the overall entire premises; that the conditions which prevailed in resolution No. 334-74 which justify restrictive covenants "5" and "9" still prevail; that said granting resolution mandated the exclusive use of the entire premises for tennis operation; that the area size of the subject premises is inadequate and inappropriate for the use requested; that due to the various uses present on Hackett Drive and present congested vehicular movements, the use of the subject premises for purposes requested would interfere with Jericho Turnpike and any access to or from the subject premises would create a hazardous and dangerous condition, that the granting of this application would seriously affect the character of lands adjacent and adjoining the subject premises or lands in the vicinity thereof; that the location and the character of the premises are inadequate for the requested use and would not be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

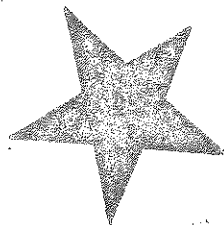
NOW, THEREFORE, BE IT RESOLVED, That the petition of BIRCH TREE REALTY, INC., for special permission to erect and maintain in an "H" Industrial District, an office building and for removal of the following covenants: "5. That the subject premises shall be used only for the sport of tennis and no other activity or sport whatsoever." and "9. That any building constructed on the subject premises in accordance with this special permit shall not be used for any purpose other than for the special use granted herein unless permission is granted by the Town Board after a public hearing." on the premises described below, be and the same is hereby DENIED:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being at Syosset, Nassau County, New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Jericho Turnpike, 305.14 feet westerly when measured along the southerly side of Jericho Turnpike from the intersection of the southerly side of Jericho Turnpike with the westerly side of land of the Long Island Railroad (Wading River Branch), running thence South  $0^{\circ} 22' 36''$  East, 100.0 feet; thence South  $89^{\circ} 37' 24''$  West, 99.04 feet; thence North  $0^{\circ} 22' 36''$  West, 96.02 feet to a point on the southerly side of Jericho Turnpike; thence easterly along the southerly side of Jericho Turnpike, the following

two (2) courses:

- (1) North  $71^{\circ} 44' 10''$  East, 19.44 feet;
- (2) South  $88^{\circ} 57' 50''$  East, 80.56 feet (actual) (81.56 feet - tax map) to the point or place of beginning containing within said bounds, 9,965 square feet.

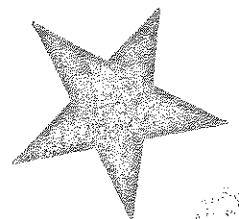


(The subject property is part of the larger parcel known as Section 15, Block G, Lot P/O 59 on the County Tax Maps.)

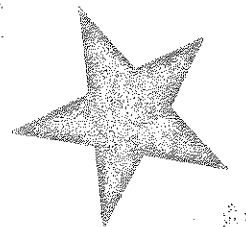
The foregoing resolution was declared adopted after a poll of the Members of the Board; the vote being recorded as follows:

|                     |            |
|---------------------|------------|
| Supervisor Colby    | Aye        |
| Councilman Mosca    | Aye        |
| Councilman Hogan    | Abstaining |
| Councilman Diamond  | Aye        |
| Councilman Clark    | Aye        |
| Councilman Hynes    | Aye        |
| Councilman Venditto | Aye        |

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller (2)  
Building Div.  
Planning & Dev.



**EXHIBIT "E"**



SRL & Jewell

CORRECTED COPY  
RESOLUTION NO. 978-83

Meeting of November 15, 1983

WHEREAS, THE ROSLYN RACQUET CLUB, INC., d/b/a SYOSSET TENNIS ACADEMY, and DANIEL GREENHAUF and CHARLES E. FLETCHER, by petitions verified March 23, 1982, September 30, 1982 and November 14, 1982, heretofore petitioned the Town Board of the Town of Oyster Bay for special permission to operate and maintain, in an "H" Industrial District (Light Industry), indoor tennis courts with an office and facilities and to operate and maintain a travel agency, a tennis pro shop, a hair cutting salon and a health club and also requested rescission of restrictive covenants No. 5 and 9, contained in Resolution No. 334-74, dated May 7, 1974, which read as follows: "5. That the subject premises shall be used only for the sport of tennis and no other activity or sport whatsoever." and "9. That any building constructed on the subject premises in accordance with the special use permit shall not be used for any purpose other than for the special use granted herein unless permission is granted by the Town Board after a public hearing." on the below described premises located at Syosset, New York; and

WHEREAS, a duly advertised public hearing on said petitions was held by the Town Board of the Town of the Town of Oyster Bay on February 15, 1983, at which hearing all parties interested in the subject matter and desiring to be heard, were heard; and

WHEREAS, Delligatti & Henderson, Esqs., attorneys for the petitioner, by Angelo Delligatti, Esq., of Counsel, appeared in support of the application; and

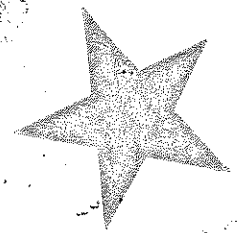
Approved by the Town Board  
Angelo Delligatti, Esq.  
Attorney

WHEREAS, the Nassau County Planning Commission, by Resolution No. 2388-83, adopted January 27, 1983, recommends the Town Board of the Town of Oyster Bay, take such action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the said hearing and from facts within the personal knowledge of the members of the Town Board, that because of the area, location, nature and character of the subject premises and the zoning and uses of the surrounding properties and in the vicinity thereof, said subject premises is adequate and suitable for the requested use; that the granting of the application will not adversely affect the present character of the neighborhood; that the granting of the application will not endanger the health, safety or welfare of the community or the inhabitants thereof and 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 THE ROSLYN RACQUET CLUB, INC., d/b/a SYOSSET TENNIS ACADEMY and DANIEL GREENHAUF and CHARLES E. FLETCHER, for special permission to operate and maintain, in an "H" Industrial District (Light Industry), indoor tennis courts with an office and facilities and to operate and maintain a travel agency, a tennis pro shop, a hair cutting salon and a health club, and also requested rescission of restrictive covenants No. 5 and 9, contained in Resolution No. 334-74, dated May 7, 1974, which read as follows: "5. That the subject premises shall be used only for the sport of tennis and no other activity or sport whatsoever." and "9. That any building constructed on the subject premises in accordance

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PLANNING & DEVELOPMENT DEPT.  
TOWN OF OYSTER BAY, N.Y.



with the special use permit shall not be used for any purpose other than for the special use granted herein unless permission is granted by the Town Board after a public hearing.", on the below described premises, be and the same is hereby GRANTED, provided the special use permit granted herein SHALL BE SUBJECT TO AND CONDITIONED UPON COMPLETE COMPLIANCE IN ALL RESPECTS WITH THE FOLLOWING COVENANTS, RESTRICTIONS AND PROVISIONS and which are hereby imposed upon the subject premises and a certified copy of this resolution shall be duly recorded in the Office of the Clerk of Nassau County, and this resolution shall not become effective until said resolution and the covenants and restrictions therein are duly recorded.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Jericho Turnpike, distant 380.45' easterly from the easterly side of Oak Street, and proceeding thence the following sixteen (16) courses and distances:

1. Along the southerly side of Jericho Turnpike, North 83 degrees 21 minutes 10 seconds East, a distance of 20.94' and
2. North 71 degrees 44 minutes 10 seconds East, a distance of 50.10' and
3. South 88 degrees 57 minutes 50 seconds East, a distance of 80.56' thence
4. South 0 degrees 22 minutes 36 seconds East, a distance of 100.00'
5. North 89 degrees 37 minutes 24 seconds East, a distance of 48.16'
6. South 0 degrees 22 minutes 36 seconds East, a distance of 330'
7. North 89 degrees 37 minutes 24 seconds East, a distance of 31.50'
8. North 35 degrees 18 minutes 13 seconds East, a distance of 42.64'
9. South 70 degrees 33 minutes 50 seconds East, a distance of 52.35'
10. South 19 degrees 26 minutes 10 seconds West, a distance of 222.25'
11. South 69 degrees 50 minutes 00 seconds East, a distance of 4.95'
12. South 19 degrees 26 minutes 10 seconds West, a distance of 240.70'
13. South 89 degrees 37 minutes 24 seconds West, a distance of 100.52'

14. North 0 degrees 22 minutes 36 seconds West, a distance of 300.00'
15. South 89 degrees 37 minutes 24 seconds West, a distance of 50.00'
16. North 0 degrees 22 minutes 36 seconds West, a distance of 534.72' to the southerly side of Jericho Turnpike and the point or place of BEGINNING.

SAID premises being identified as Section 15, Block G, Lots 59, 60 and 219 on the Land and Tax Map of the County of Nassau.

The below recited covenants, restrictions and provisions shall apply for only so long as the subject premises is being used for the purposes authorized by the special use permit granted herein, and are not intended to be and shall not be applicable or enforceable in the event that the entire subject property shall be utilized for those uses which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect. Said special use permit shall not become effective unless and until a certified copy of this resolution shall be duly filed in the Office of the Clerk of Nassau County.

1. That the use of the various proposed shops is restricted to members of The Roslyn Racquet Club, Inc.
2. That no signs of any kind shall be located on the building or on the subject parcel which shall call the general public's attention to the retail uses within The Roslyn Racquet Club, Inc. facility.
3. That there shall be no additional doors added to the premises unless such doors are approved by Town Board resolution or are required by order of the Fire Department.
4. That the only entrance or exit from the premises shall be situated on the westerly side approximately in the middle area of the building.
5. That the proposed retail space requested by the applicants' petition shall never be expanded from its present dimensions.
6. That no other retail uses shall be added or substituted unless approved by Town Board resolution.
7. That, except for the amendment of covenants Nos. 5 and 9 in Town Board Resolution No. 334-74, dated May 7, 1974, all other restrictive covenants recited in said resolution shall remain in full force and effect.
8. That no Certificate of Occupancy shall be issued unless and until a site plan has been drawn to scale, acceptable to the Department of Planning and Development and has been approved by Town Board resolution, which site plan shall include the layout of parking, interior plans of the building, location of any and all entrances and exits, location and wattage of all lighting, location, dimension and wattage, if any, all signs, and the landscaping development plan entitled "Landscaping Development Plan for the Syosset Tennis Academy, Syosset, New York" depicting the size, type and location of all landscaping including densely planted evergreen shrubbery in the area on the northerly side of the subject parcel indicated as planted area on survey dated May 24, 1982, prepared by Bernard Padnick.

9. That there shall be complete and strict compliance with all laws, regulations or directives of the Town of Oyster Bay, County of Nassau, State of New York and the United States of America

10. That the subject premises is hereby restricted to only those uses depicted on the plan entitled "Syosset Tennis Academy, Syosset, New York First Floor Clubhouse Plan" as built April 15, 1982 and "Syosset Tennis Academy, Syosset, New York Clubhouse Cellar Plan" as built April 16, 1982.

11. That all landscaping shall be continuously maintained and replaced when necessary.

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

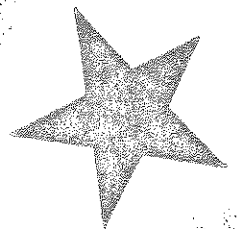
The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

|                     |        |
|---------------------|--------|
| Supervisor Colby    | Aye    |
| Councilman Mosca    | Aye    |
| Councilman Hogan    | Absent |
| Councilman Diamond  | Aye    |
| Councilman Clark    | Aye    |
| Councilman Hynes    | Aye    |
| Councilman Venditto | Absent |

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



# **EXHIBIT “F”**



1/24  
DCR: tac/  
hk

RESOLUTION NO. 91-85

Meeting of January 22, 1985

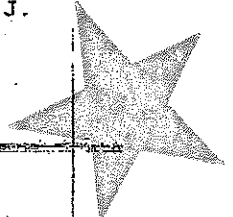
WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 978-83, adopted November 15, 1983, approved the petition of THE ROSLYN RACQUET CLUB, INC. d/b/a SYOSSET TENNIS ACADEMY and DANIEL GREENHAUF and CHARLES E. FLETCHER, for special permission to operate and maintain in an "H" Industrial District, indoor tennis courts, an office and facilities for a travel agency, a tennis pro shop, a hair cutting salon and a health club, and the rescission of Restrictive Covenants Nos. 5 and 9 contained in Resolution No. 334-74, dated May 7, 1974, at Syosset, New York; and

WHEREAS, said resolution was subject to certain covenants, restrictions and provisions; and

WHEREAS, Covenant No. 8 provided "That no Certificate of Occupancy shall be issued unless and until a site plan has been drawn to scale, acceptable to the Department of Planning and Development and has been approved by Town Board resolution, which site plan shall include the layout of parking, interior plans of the building, location of any and all entrances and exits, location and wattage of all lighting, location, dimension and wattage, if any, all signs, and the landscaping development plan entitled "Landscaping Development Plan for the Syosset Tennis Academy, Syosset, New York" depicting the size, type and location of all landscaping, including densely planted evergreen shrubbery in the area on the northerly side of the subject parcel indicated as planted area on survey dated May 24, 1982, prepared by Bernard Padnick"; and

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, by memorandum dated December 17, 1984, reports his office has reviewed the proposed plans for the above-captioned project commonly known as Syosset Tennis Academy, Jericho Turnpike, Syosset, New York. His review is made pursuant to Town Board Resolution No. 978-83 and reports that four (4) site plans and depictions of signage have been submitted for approval. The signage includes a free-standing sign for the Syosset Tennis Academy and a wall sign on the north elevation of the structure. The first site plan is entitled, "Survey of Descriptive Property, located at Syosset, Nassau County, New York, Tax Designation Sec. 15 Blk. G Lots 59, 60 & 219" prepared by Vito A. Valenti, N.Y.S.L.C. No. 49288, Job No. 2/15-G-59 dated January 26, 1982, Rev. May 24, 1982. Said plan depicts the means of ingress and egress, location of buildings, parking, planted area and fencing. The second plan is entitled "Landscape Development Plan for Syosset Tennis Academy, Syosset, New York" prepared by James J. O'Grady, Registered Architect, which depicts the landscape development of the planting area and the external lighting of the subject premises. The third plan is entitled "Syosset Tennis Academy Syosset, New York, First Floor Clubhouse Plan as built July 16, 1982" prepared by James J. O'Grady, Registered Architect, which depicts the internal layout of the first floor clubhouse portion of the structure including the pro shop, nursery hair salon, boutique, offices and vending machines. The fourth plan is entitled, "Syosset Tennis Academy, Syosset, New York, Clubhouse Cellar Plan as built April 16, 1982" prepared by James J.

Sec. 15  
Blk G  
Lots 59,  
60 +  
No 23



O'Grady, Registered Architect, which depicts the internal layout of the cellar of the clubhouse portion of the structure including the men's and women's locker rooms, physical fitness room and the boiler/laundry room; and

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, reports that development of the subject premises in accordance with the plans attached, would in his opinion, be compatible with the surrounding area and recommends Town Board approval of the aforesaid site plans,

NOW, THEREFORE, BE IT RESOLVED, That the four (4) site plans entitled "Survey of Descriptive Property, located at Syosset, Nassau County, New York, Tax Designation Sec. 15 Blk G Lots 59, 60 & 219" prepared by Vito A. Valenti, N.Y.S.L.C. No. 49288, Job No. 2/15-G-59 dated January 26, 1982, Rev. May 24, 1982. Said plan depicts the means of ingress and egress, location of buildings, parking, planted area and fencing. "Landscape Development Plan for Syosset Tennis Academy, Syosset, New York" prepared by James J. O'Grady, Registered Architect, which depicts the landscape development of the planting area and the external lighting of the subject premises. "Syosset Tennis Academy, Syosset, New York, First Floor Clubhouse Plan as built July 16, 1982" prepared by James J. O'Grady, Registered Architect, which depicts the internal layout of the first floor clubhouse portion of the structure including the pro shop, nursery, hair salon, boutique, offices and vending machines. "Syosset Tennis Academy, Syosset, New York, Clubhouse Cellar Plan as built April 16, 1982" prepared by James J. O'Grady, Registered Architect, which depicts the internal layout of the cellar of the clubhouse portion of the structure including the men's and women's locker rooms, physical fitness room and the boiler/laundry room be and the same is hereby APPROVED.

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

|                     |        |
|---------------------|--------|
| Supervisor Colby    | Aye    |
| Councilman Hogan    | Aye    |
| Councilman Diamond  | Aye    |
| Councilman Clark    | Aye    |
| Councilman Hynes    | Aye    |
| Councilman Venditto | Absent |

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

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated May 1, 2024, requested Town Board authorization to pay for membership dues in the New York State Government Finance Officers' Association, Inc. (NYGFOA) for the period from May 1, 2024 through April 30, 2025, nunc pro tunc, in the amount of \$1,305.00, the annual fee for up to five members, for the following Town employees: Steven C. Ballas, Comptroller, Christine M. Wiss, Deputy Comptroller, Rothmony Long, Auditing Assistant, and Richard Principe, Administrative Officer I, and up to one more employee; and

WHEREAS, the combined total of the fees for the NYGFOA membership for 2024 shall not exceed \$1,305.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and authorization is hereby granted to pay for NYGFOA membership dues for the employees set forth hereinabove for the period from May 1, 2024 through April 30, 2025, nunc pro tunc, in an amount of \$1,305.00 for up to five members, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. CMP A1315 47900 000 0000.

-#-

*DRS*  
Reviewed By  
Office of Town Attorney  
*William D. Wick*

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

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

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

**TO: MEMORANDUM DOCKET**

**FROM: STEVEN C. BALLAS, COMPTROLLER**

**DATE: MAY 1, 2024**

**SUBJECT: MEMBERSHIP: 2024 RENEWAL  
NATIONAL GOVERNMENT FINANCE OFFICERS ASSOCIATION  
(GFOA)**

---

Town Board authorization is hereby requested for Steven C. Ballas, Comptroller, Christine M. Wiss, Deputy Comptroller, Rothmony Long, Auditing Assistant and Richard Principe, Administrative Officer I for membership renewal in the National Government Finance Officers Association for 2024 *nunc pro tunc* to May 1, 2024. The annual fee is \$1305 for a total up to 5 employees. Please allow the Comptroller to add additional members up to 5 as he sees fit.

Funds are available in CMP A 1315 47900 000 0000.

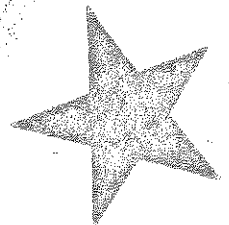
By: \_\_\_\_\_

  
STEVEN C. BALLAS  
COMPTROLLER

Attachment

SCB: nm

cc: Reading File



# Government Finance Officers Association

203 N LaSalle Street Suite 2700 Chicago IL 60601 | 312.977.9700 Main | 312.977.4806 Fax

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## Second Dues Notice

Notice #: 2497949

Notice Date: 04/30/2024

Member ID: [REDACTED]

Current Paid Thru: 04/30/2024

**Membership renewal for the period of 05/01/2024 through 04/30/2025**

Steven Ballas

Town of Oyster Bay

74 Audrey Avenue Oyster Bay, NY 11771 UNITED STATES

**Membership Dues Base Fee \$ 1,305.00**

### In-Base Member(s)

ID: 300266475 Name: Steven Ballas | ID: 300266525 Name: Rothmony Long | ID: 300266526 |

300266527 Name: Christine Wiss |

No. of In Base Membership Included in Base Fee: 5

Current Number of In Base Members: 1

### Add-On Member(s)

NONE

**Total Add-on Memberships \$ 0.00**

**Total Amount Due: \$ 1,305.00**

### To pay online:

<https://estore.gfoa.org/IMIS15/Gfoamember/SignIn.aspx>

*Forgot your Username or Password? Sign In page provides reset links*

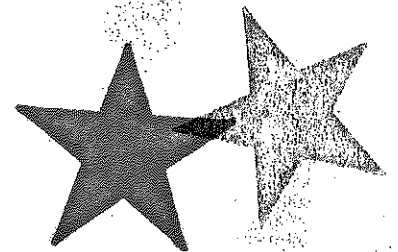
### Pay online Tutorial

**To pay by Mail, Please Print and Remit to:**

Government Finance Officers Association

203 N. LaSalle Street, Suite 2700

Chicago, IL 60601-1210



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

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 demolish the property located at 43 Page Drive, Hicksville, New York 11801, also known as Section 12, Block 522, Lot 15 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated April 26, 2024, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of demolishing the aforementioned premises on February 5, 2024, for \$30,662.89, with additional costs of \$1,584.00 and \$2,922.50, for a total amount of \$35,169.39, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated April 26, 2024, 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 \$35,169.39 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Page Drive, Hicksville, New York 11801, also known as Section 12, Block 522, Lot 15 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

391

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 26, 2024

SUBJECT: Property Cleanup Assessment  
43 Page Drive, Hicksville, New York 11801  
Section 12, Block 522, Lot 15

---

By the emergency powers granted to the Department of Planning and Development, the Highway Department was directed to demolish the premises, located at the abovementioned property. The Highway Department has, by memorandum dated April 20, 2024, advised that the property was demolished by a crew from the Highway Department on February 5, 2024. The costs incurred by the Town of Oyster Bay were \$30,662.89, plus additional costs of \$2,922.50 (legal fees) and \$1,584.00 (Consulting fees) for a total cost of \$35,169.39.

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.

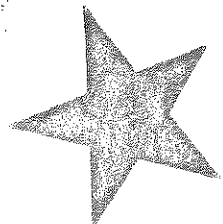
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments





## Margaret Lippolt

---

**From:** Andrew Preston <APreston@BeeReadyLaw.com>  
**Sent:** Monday, March 4, 2024 9:37 AM  
**To:** Margaret Lippolt  
**Cc:** Michael Esposito  
**Subject:** RE: 43 Page Dr. HV  
**Attachments:** 43 Page.pdf

**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Good morning Margie,  
Sure; please find it attached. The total billing is \$2,922.50 (of which \$55 is disbursements and \$2,867.50 fees)  
Thank you,  
Andrew

Andrew K. Preston  
Bee Ready Law Group, LLP  
170 Old Country Road, Suite 200  
Mineola, NY 11501  
Phone: (516) 746-5599 Ext: 273  
Fax: (516) 746-1045

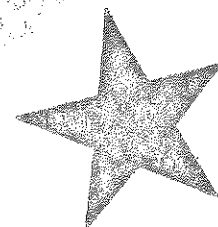
---

**From:** Margaret Lippolt <mlippolt@oysterbay-ny.gov>  
**Sent:** Friday, March 1, 2024 4:34 PM  
**To:** Andrew Preston <APreston@BeeReadyLaw.com>  
**Cc:** Michael Esposito <mesposito@oysterbay-ny.gov>  
**Subject:** 43 Page Dr. HV

[EXTERNAL]

Good Afternoon Andrew,  
Will you please send over your fees for the above referenced property? Have a nice weekend.

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](mailto:mlippolt@oysterbay-ny.gov)



2024-9495

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY  
**FROM:** ANGELO A. DELLIGATTI, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**DATE:** APRIL 24, 2024  
**SUBJECT:** 43 PAGE DRIVE, HICKSVILLE, NEW YORK 11801  
SECTION 12, BLOCK 522, LOT(S) 15

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The above referenced property was demolished by the Town of Oyster Bay, following the procedures of Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay. According to Chapter 96, Section 19 (Reimbursements for work performed) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the demolition costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the demolition of the subject property. The costs for the subject property demolition are as follows:

- |   |                    |
|---|--------------------|
| 1) T.O.B. Highway Department Demo Costs:        | \$ 30,662.89       |
| 2) CSF Consulting fees:                         | \$ 1,584.00        |
| 3) Bee, Ready, Fishbein, Hatter & Donovan fees: | \$ <u>2,922.50</u> |

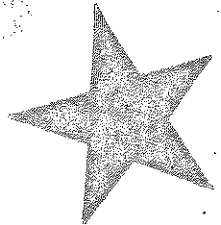
**Total amount:** \$ 35,169.39

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$35,169.39 to be added to the subject property tax bill in order to be reimbursed for the Town's work to demolish the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Suzanne Fitzgerald at extension 6255 in the Code Enforcement Bureau.

  
\_\_\_\_\_  
ANGELO A. DELLIGATTI  
Commissioner

ME:sf  
cc: Andrew Preston Bee, Ready, Fishbein, Hatter, & Donovan, LLP.  
Encs.



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

April 20, 2024


**TO:** DEPARTMENT OF PLANNING AND DEVELOPMENT  
**FROM:** JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
**SUBJECT:** 43 PAGE DRIVE, HICKSVILLE  
HOUSE DEMO

---

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

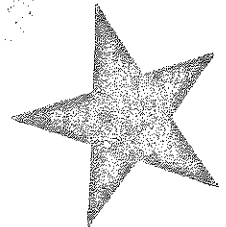
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$30,662.89.

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

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

JCT/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-522-15) 43 PAGE DR HICKSVILLE 11801

Date Feb 5, 2024

Work Order # 112675

**Labor Costs**

| Employee's Name    |                     | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost        |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|------------------|
| PETER BROWN        | General Maintenance | 08:00              | \$51.68      | 00:00          | 0             | \$413.44         |
| PETER BROWN        | General Maintenance | 03:00              | \$51.68      | 00:00          | 1.5           | \$155.04         |
| MICHAEL R GIORDANO | General Maintenance | 08:00              | \$35.34      | 00:00          | 0             | \$282.72         |
| MICHAEL R GIORDANO | General Maintenance | 03:00              | \$35.34      | 00:00          | 1.5           | \$106.02         |
| JEFFREY CARTER     | General Maintenance | 08:00              | \$44.23      | 00:00          | 0             | \$353.84         |
| JEFFREY CARTER     | General Maintenance | 03:00              | \$44.23      | 00:00          | 1.5           | \$132.69         |
| ANDREW HOUGHTON    | General Maintenance | 08:00              | \$33.17      | 00:00          | 0             | \$265.36         |
| ANDREW HOUGHTON    | General Maintenance | 03:00              | \$33.17      | 00:00          | 1.5           | \$99.51          |
| GARY LEWIS, II     | General Maintenance | 08:00              | \$39.18      | 00:00          | 0             | \$313.44         |
| GARY LEWIS, II     | General Maintenance | 03:00              | \$39.18      | 00:00          | 1.5           | \$117.54         |
| ALBERT MAZLIAH     | General Maintenance | 08:00              | \$30.29      | 00:00          | 0             | \$242.32         |
| ALBERT MAZLIAH     | General Maintenance | 03:00              | \$30.29      | 00:00          | 1.5           | \$90.87          |
| JOHN KOZIKOWSKI    | General Maintenance | 08:00              | \$41.35      | 00:00          | 0             | \$330.80         |
| JOHN KOZIKOWSKI    | General Maintenance | 04:00              | \$41.35      | 00:00          | 1.5           | \$165.40         |
| BRIAN KWAS         | General Maintenance | 08:00              | \$29.57      | 00:00          | 0             | \$236.56         |
| BRIAN KWAS         | General Maintenance | 03:00              | \$29.57      | 00:00          | 1.5           | \$88.71          |
| MICHAEL HERRON     | General Maintenance | 08:00              | \$29.57      | 00:00          | 0             | \$236.56         |
| MICHAEL HERRON     | General Maintenance | 03:00              | \$29.57      | 00:00          | 1.5           | \$88.71          |
| PETER K SELL       | General Maintenance | 08:00              | \$28.85      | 00:00          | 0             | \$230.80         |
| JAMES KOZIKOWSKI   | General Maintenance | 08:00              | \$33.89      | 00:00          | 0             | \$271.12         |
| JAMES KOZIKOWSKI   | General Maintenance | 03:00              | \$33.89      | 00:00          | 1.5           | \$101.67         |
| JOHN MURRAY        | General Maintenance | 08:00              | \$25.24      | 00:00          | 0             | \$201.92         |
| ANTHONY GRASSO     | General Maintenance | 08:00              | \$25.24      | 00:00          | 0             | \$201.92         |
| ANTHONY GRASSO     | General Maintenance | 03:00              | \$25.24      | 00:00          | 1.5           | \$75.72          |
| ANDREW F LOMBARDO  | General Maintenance | 08:00              | \$24.52      | 00:00          | 0             | \$196.16         |
| ANDREW F LOMBARDO  | General Maintenance | 03:00              | \$24.52      | 00:00          | 1.5           | \$73.56          |
| <b>Total Labor</b> |                     |                    |              |                |               | <b>\$5072.40</b> |

**Tools/Vehicle**

| Tool/Vehicle           | Description                                       | Rate per Hour | Hours | Line Cost         |
|------------------------|---|---------------|-------|-------------------|
| BH013                  | BACK HOE 2008 KOMAT 200LC YW                      | \$168.00      | 11:00 | \$1848.00         |
| PU397                  | 2009 FORD F150 YW                                 | \$79.00       | 11:00 | \$869.00          |
| PU408                  | PICK UP 2011 FORD F250 YW                         | \$79.00       | 11:00 | \$869.00          |
| SK016                  | 2021 TAKEU TL129 GY                               | \$26.00       | 11:00 | \$286.00          |
| TD600                  | TRUCK DUMP 2006 INTL 7400 YW (PT919) -10 Wheeler  | \$93.00       | 11:00 | \$1023.00         |
| TD639                  | TRUCK DUMP 2008 INTER 7400 YW (T-129) -10 Wheeler | \$93.00       | 11:00 | \$1023.00         |
| TD641                  | TRUCK DUMP 2008 INTER 7400 YW (T-169) -10 Wheeler | \$93.00       | 11:00 | \$1023.00         |
| TD672                  | TRUCK DUMP 2009 INTER 7400 YW (T-149) -10 Wheeler | \$93.00       | 11:00 | \$1023.00         |
| TD687                  | TRUCK DUMP 2010 INTER 7400 YW (T-189) -10 Wheeler | \$93.00       | 11:00 | \$1023.00         |
| TD697                  | TRUCK DUMP 2011 INTER 7400 YW (T-239) -10 Wheeler | \$93.00       | 11:00 | \$1023.00         |
| TD735                  | TRUCK DUMP 2016 INTL - 10 WHEELER (T179)          | \$93.00       | 11:00 | \$1023.00         |
| TD765                  | 2020 FORD F 450 YW POWER WAGON                    | \$105.00      | 11:00 | \$1155.00         |
| TD768                  | 2021 INTERNATIONAL 10 WHEEL DUMP TRUCK            | \$93.00       | 11:00 | \$1023.00         |
| TH008                  | TRACTOR HORSE 2011 INTER 7600 YW (PT-941 / PT941) | \$93.00       | 11:00 | \$1023.00         |
| TU052                  | TRUCK UTILITY 2012 FORD F-350 YW (RR911)          | \$79.00       | 11:00 | \$869.00          |
| <b>Total Equipment</b> |   |               |       | <b>\$15103.00</b> |





## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

**Materials**

| Material              | Cost Per Unit | Units  | Line Cost  |
|-----------------------|---------------|--------|------------|
| Administrative Fee    | \$500.00      | 1      | \$500.00   |
| Tipping Fee (per ton) | \$88.92       | 112.32 | \$9987.49  |
| Total Materials       |               |        | \$10487.49 |

**Grand Total \$30662.89**

**Description of Work:**

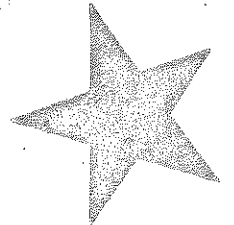
HOUSE FIRE 43 PAGE DRIVE HICKSVILLE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Apr 20, 2024



| Date        | Entry # | Received From/Paid To<br>Explanation  | Chg#<br>Rec# | General |       | Fees   | Bld  |     | Trust Activity |       |         |  |
|-------------|---------|---|--------------|---------|-------|--------|------|-----|----------------|-------|---------|--|
|             |         |   |              | Repts   | Disbs |        | Inv# | Acc | Repts          | Disbs | Balance |  |
| Feb 2/2024  | 1127576 | and release; prepare release for owner's access to property<br>Lawyer: 93 1.75 Hrs X 225.00<br>Telephone conversations (5) with Lorraine V.; prepare second release for John D.; e-mail Tim Z. re: same; telephone conversations with Diane (2) and Tim Z. re: same   |              |         |       | 393.75 |      |     |                |       |         |  |
| Feb 5/2024  | 1127587 | Lawyer: 93 0.50 Hrs X 225.00<br>Receipt and review of correspondence from Tim Z. to Richard L. re: 96-20 order; receipt and review of Draft inspection report of CSF  |              |         |       | 112.50 |      |     |                |       |         |  |
| Feb 6/2024  | 1127597 | Lawyer: 93 1.25 Hrs X 225.00<br>Telephone conversation with Tim Z. re: demolition and press coverage and foreclosure proceeding; communicate (telephone) Daniel H. re: his client's pending foreclosure; receipt and review of correspondence from Tim Z. to Ryan R. re: survey report; teleconference with Daniel H. re: his representation of bank; receipt and review of final survey report of the Cashin firm from Ryan R.; review of file and prepare correspondence to Daniel H. re: engineer's report and sealing/demo orders |              |         |       | 281.25 |      |     |                |       |         |  |
| Feb 12/2024 | 1125590 | Town of Oyster Bay<br>PMT - EMT Invs 70928 ck#31863 388139  |              |         |       | 112.50 |      |     |                |       |         |  |

| UNBILLED |      |         |         |         | BILLED |         |       |            | BALANCES |       |
|----------|------|---------|---------|---------|--------|---------|-------|------------|----------|-------|
| TOTALS   | CHE  | + RECOV | + FEES  | = TOTAL | DISBS  | + FEES  | + TAX | - RECEIPTS | = A/R    | TRUST |
| PERIOD   | 0.00 | 0.00    | 1406.25 | 1406.25 | 55.00  | 1462.50 | 0.00  | 1461.25    | 56.25    | 0.00  |
| END DATE | 0.00 | 0.00    | 1406.25 | 1406.25 | 55.00  | 1462.50 | 0.00  | 1461.25    | 56.25    | 0.00  |

| UNBILLED    |      |         |         |         | BILLED |         |       |            | BALANCES |       |
|-------------|------|---------|---------|---------|--------|---------|-------|------------|----------|-------|
| FIRM TOTAL: | CHE  | + RECOV | + FEES  | = TOTAL | DISBS  | + FEES  | + TAX | - RECEIPTS | = A/R    | TRUST |
| PERIOD      | 0.00 | 0.00    | 1406.25 | 1406.25 | 55.00  | 1462.50 | 0.00  | 1461.25    | 56.25    | 0.00  |
| END DATE    | 0.00 | 0.00    | 1406.25 | 1406.25 | 55.00  | 1462.50 | 0.00  | 1461.25    | 56.25    | 0.00  |

REPORT SELECTIONS - Client Ledger

Layout Template: Default

Advanced Search Filter: None

Requested by: Andrew

Finished: Monday, March 04, 2024 at 09:34:35 AM

Ver: 2023 (14.6.20230117)

Matters: 7094-2309

Clients: All

Major Clients: All

Client Intro Lawyer: All

Matter Intro Lawyer: All

Responsible Lawyer: All

Assigned Lawyer: All

Type of Law: All

Select From: Active, Inactive, Archived Matters

Matters Sort by: Default

New Page for Each Lawyer: No

New Page for Each Matter: No

No Activity Date: Dec/31/2199

Firm Totals Only: No

Totals Only: No

Entries Shown - Billed Only: No

Entries Shown - Disbursements: Yes

Entries Shown - Receipts: Yes

Entries Shown - Time or Fees: Yes

Entries Shown - Trust: Yes

Incl. Matters with Retainer Bal: No

Incl. Matters with Neg Unbid Disb: No

Trust Account: All

Working Lawyer: All

Include Corrected Entries: No

Show Check # on Paid Payables: No

Show Client Address: No

Consolidate Payments: No

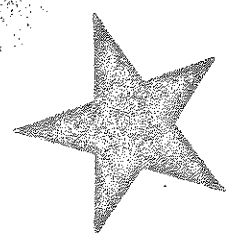
Show Trust Summary by Account: No

Show Interest: No

Interest Up To: Mar/ 4/2024

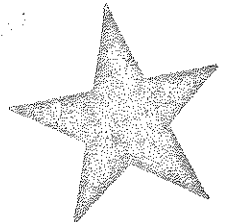
Show Invoices that Payments Were Applied to: No

Display Entries in: Date Order



Client Ledger  
ALL DATES

| Date        | Received From/Paid To<br>Entry # Explanation  | Chq#<br>Rec# | General |       | Fees   | Bld   |     | Trust Activity |       |         |                 |
|-------------|---|--------------|---------|-------|--------|-------|-----|----------------|-------|---------|-----------------|
|             |   |              | Ropts   | Disbs |        | Inv#  | Acc | Rcpts          | Disbs | Balance |                 |
| 7094        | Town of Oyster Bay  |              |         |       |        |       |     |                |       |         |                 |
| 7094-2309   | 43-Page Drive, Hicksville, New York   |              |         |       |        |       |     |                |       |         | Resp Lawyer: AP |
| Oct 10/2023 | Lawyer: 93 0.50 Hrs X 225.00  |              |         |       | 112.50 | 70638 |     |                |       |         |                 |
| 1110871     | Initial assignment receipt from Tim Z.; prepare correspondence to Michael E. re: request for title  |              |         |       |        |       |     |                |       |         |                 |
| Oct 11/2023 | Lawyer: 93 0.75 Hrs X 225.00  |              |         |       | 168.75 | 70638 |     |                |       |         |                 |
| 1110889     | Site inspection prior to commencement   |              |         |       |        |       |     |                |       |         |                 |
| Oct 12/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1110906     | Receipt and review of correspondence from Michael C. re: title search request   |              |         |       |        |       |     |                |       |         |                 |
| Oct 13/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112673     | Telephone conversation with Tim Z. re: litigation strategy  |              |         |       |        |       |     |                |       |         |                 |
| Oct 16/2023 | Lawyer: 93 0.75 Hrs X 225.00  |              |         |       | 168.75 | 70638 |     |                |       |         |                 |
| 1112687     | Receipt and review of code compliance file from Tim Z.  |              |         |       |        |       |     |                |       |         |                 |
| Oct 16/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112714     | Draft/revise litigation status update to client   |              |         |       |        |       |     |                |       |         |                 |
| Oct 20/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112771     | Draft/revise 96-6 notice  |              |         |       |        |       |     |                |       |         |                 |
| Oct 21/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112775     | Receipt and review of correspondence to Frank S. re: service of 96-6 notice   |              |         |       |        |       |     |                |       |         |                 |
| Oct 22/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112779     | Receipt and review of correspondence from Frank S. re: service of 96-6 notice   |              |         |       |        |       |     |                |       |         |                 |
| Oct 24/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112809     | Receipt and review of affidavit of service of 96-6 notice   |              |         |       |        |       |     |                |       |         |                 |
| Oct 25/2023 | Frank Sicilia   |              |         |       |        |       |     |                |       |         |                 |
| 1112251     | Litigation support vendors process service (10/20/23)   | 39955        |         | 55.00 |        | 70638 |     |                |       |         |                 |
| Oct 25/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70638 |     |                |       |         |                 |
| 1112827     | E-mail with Frank S. re: process server payment   |              |         |       |        |       |     |                |       |         |                 |
| Oct 30/2023 | Lawyer: 93 1.25 Hrs X 225.00  |              |         |       | 281.25 | 70638 |     |                |       |         |                 |
| 1113359     | Receipt and review of title search return of approximately 25 pages; review corporate registration information for potential owners for requested OSC service methods; review related foreclosure action ECF docket for interested parties  |              |         |       |        |       |     |                |       |         |                 |
| Oct 30/2023 | Lawyer: 93 0.50 Hrs X 225.00  |              |         |       | 112.50 | 70638 |     |                |       |         |                 |
| 1113367     | Telephone conversations with Margie L. and Michael E. re: litigation instructions; telephone conversation with John A. re:  |              |         |       |        |       |     |                |       |         |                 |
| Oct 31/2023 | Billing on Invoice 70638  |              |         |       |        |       |     |                |       |         |                 |
| 1114447     | FEES 1293.75  |              |         | 0.00  |        | 70638 |     |                |       |         |                 |
|             | DISBS 55.00   |              |         |       |        |       |     |                |       |         |                 |
| Nov 9/2023  | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70928 |     |                |       |         |                 |
| 1114920     | Receipt and review of correspondence from John A. objecting to 96-6 notice  |              |         |       |        |       |     |                |       |         |                 |
| Nov 19/2023 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 70928 |     |                |       |         |                 |
| 1116398     | Review/revise status report to client in preparation for meeting with Tim Z.  |              |         |       |        |       |     |                |       |         |                 |
| Nov 30/2023 | Billing on Invoice 70928  |              |         |       |        |       |     |                |       |         |                 |
| 1117889     | FEES 112.50   |              |         | 0.00  |        | 70928 |     |                |       |         |                 |
| Jan 2/2024  | Town of Oyster Bay  |              |         |       |        |       |     |                |       |         |                 |
| 1119743     | PMT - PMT Invs 70609-722 ck#30860   | 387850       | 1348.75 |       |        |       |     |                |       |         |                 |
| Jan 31/2024 | Lawyer: 93 0.25 Hrs X 225.00  |              |         |       | 56.25  | 71402 |     |                |       |         |                 |
| 1123920     | Telephone conversation with Tim Z. re: fire and impending inspection  |              |         |       |        |       |     |                |       |         |                 |
| Jan 31/2024 | Billing on Invoice 71402  |              |         |       |        |       |     |                |       |         |                 |
| 1124924     | FEES 56.25  |              |         | 0.00  |        | 71402 |     |                |       |         |                 |
| Feb 1/2024  | Lawyer: 93 2.75 Hrs X 225.00  |              |         |       | 618.75 |       |     |                |       |         |                 |
| 1127563     | Site inspection; receipt and review of correspondence from Tim Z. re: 96-20 order; review of file and prepare correspondence to Margie L. re: billing records; two teleconferences with Tim Z. re: same and owner's request for access; receipt and review of correspondence from same postponing demolition; telephone conversation with same re: timing of demolition |              |         |       |        |       |     |                |       |         |                 |





# TOWN OF OYSTER BAY

## CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID #

SOCIAL SECURITY #

11-3547453

|  |                             |   |                    |
|--|-----------------------------|---|--------------------|
| CLAIMANT'S NAME<br>Cashin Spinelli & Ferretti, LLC           | VENDOR #<br>10558           | CONTRACT #<br>PWC                       | ORDER #<br>E05462  |
| CLAIMANT'S ADDRESS<br>801 Motor Parkway, Hauppauge, NY 11788 |                             | CONTRACT NAME<br>Structural Inspections |                    |
| TOWN DEPARTMENT<br>Department of Planning and Development    | CLAIMANT INVOICE #<br>49964 | INVOICE DATE<br>02/20/2024              | RESO #<br>889-2023 |

FOLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT RECEIVING MATERIALS OR SERVICES

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

| DATE | DESCRIPTION                                       | UNIT PRICE  | TOTAL      |
|------|---|-------------|------------|
|      | Claim Number: 3 - 43 Page Dr.                     |             |            |
|      | Claim Period: February 1, 2024 - February 5, 2024 |             |            |
|      | Contract Authorization:                           | \$20,000.00 |            |
|      | Approved Increases:                               | \$          |            |
|      | Revised Contract Authorization:                   | \$20,000.00 |            |
|      | 16% Complete                                      |             |            |
|      | Previous Cost to Date:                            | \$1,680.00  |            |
|      | Amount of Claim:                                  | \$1,584.00  | \$1,584.00 |
|      | New Cost to Date:                                 | \$3,264.00  |            |
|      | TOB P&D PM Initials:                              |             |            |
|      | TOB P&D Signature:                                |             |            |

|   |                 |            |
|---|-----------------|------------|
| <p>THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT</p> <p>I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance therein stated in the amount of</p> <p style="text-align: center;">One Thousand Five Hundred Eighty Four Dollars and Zero Cents</p> <p>is actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.</p> <p>CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.</p> | TOTAL AMOUNT    | \$1,584.00 |
|   | CASH DISCOUNT % |            |
|   | NET AMOUNT      | \$1,584.00 |

Signature *Stephen P. Ferretti* Title Principal Date 02/20/2024

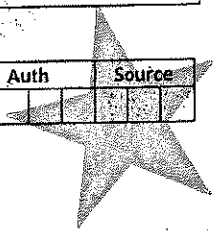
Print or type name Stephen P. Ferretti Name of Company Cashin Spinelli & Ferretti, LLC

I HEREBY APPROVE this claim form for the sum of \_\_\_\_\_ for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

#### FOR INTERNAL USE ONLY:

| Invoice Date | Vendor # | Invoice # | Dept. | Fund | Function | Main Acc. | Sub Acc. | Auth | Source |
|--------------|----------|-----------|-------|------|----------|-----------|----------|------|--------|
| 02/20/2024   |          |           |       |      |          |           |          |      |        |





# Cashin Spinelli & Ferretti, LLC

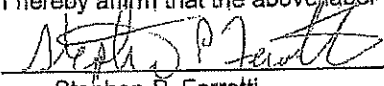
Town of Oyster Bay  
Department of Planning and Development  
Town Hall, Oyster Bay, NY 11771

20-Feb-2024  
CSF No. :40:1815  
49964

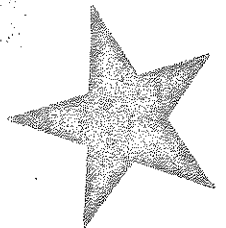
RE: Project - Dept of Planning and Development  
Structural Inspections - 43 Page Dr.

| <u>Professional Personnel</u>                           | <u>Hours</u> | <u>Billable Rate</u> | <u>Amount Due</u>         |
|---|--------------|----------------------|---------------------------|
| Architect/Senior CADD Operator<br>R. Rosenberg / A.I.A. | 9.90         | 160.00               | 1,584.00                  |
| <b>Sub-Total Payroll</b>                                | <b>9.90</b>  |                      | <b>\$ 1,584.00</b>        |
| <b>Total Amount Due</b>                                 |              |                      | <b><u>\$ 1,584.00</u></b> |

I hereby affirm that the above labor and hourly rates are correct.

  
\_\_\_\_\_  
Stephen P. Ferretti

Principal Title      02/20/24 Date





Town of Oyster Bay  
Department of Planning and Development

AFFIDAVIT FOR CONSULTANT SERVICES

STATE OF NEW YORK ) Project Name: ON-CALL PLANNING SERVICES  
COUNTY OF Suffolk ) ss.: Contract No.: PWC

Stephen P. Ferretti, deposes and says:

1. I am the PRINCIPAL of CASHIN SPINELLI & FERRETTI, LLC (hereinafter "Consultant"), who has served as a Consultant to the Town of Oyster Bay with respect to the above-referenced Project and Contract.

2. I am fully familiar with the Project.

3. I state, under penalties of perjury:

a. that Consultant was authorized to perform all services applicable to the attached invoice;

b. that the amounts reflected on the attached invoice are true and accurate charges;

c. that the services shown on the attached invoice have been actually performed and are in accordance with the Contract.

CASHIN SPINELLI & FERRETTI, LLC

Consultant Company Name:

Stephen P. Ferretti  
Signature of Affiant

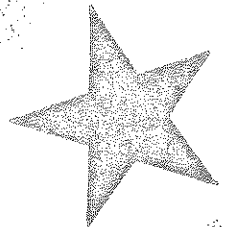
Stephen P. Ferretti - PRINCIPAL

Name and Title of Affiant

Sworn to before me this  
20 day of February 2024

Kara Mahr  
Notary Public

**KARA MAHR**  
NOTARY PUBLIC, State of New York  
No. 01MA6295383  
Qualified in Suffolk County  
Commission Expires January 06, 2026





## Cashin Spinelli & Ferretti, LLC

SURETY CONSULTING • MUNICIPAL PLANNING • CONSTRUCTION MANAGEMENT

New York • Connecticut • Pennsylvania • Illinois • Florida

February 6, 2024

Via Email and U.S. Mail

Timothy Zike, Deputy Commissioner  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, NY 11771

Re: 43 Page Dr, Hicksville, NY 11801  
Section: 12 - Block: 522 - Lot: 15  
CSF No.: 40:1815.049

Dear Deputy Commissioner Zike:

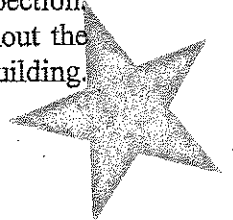
Cashin Spinelli & Ferretti, LLC ("CSF") conducted a visual inspection on February 1, 2024, of the exterior and interior of the residential building located in the Town of Oyster Bay ("Town") 43 Page Dr, Hicksville, New York. During CSF's inspection, it was observed that the building is severely fire-damaged and uninhabitable, with numerous building code violations and dangerous conditions present. This report is intended to address CSF's observations and recommendations with regard to the subject premises.

The subject premises is a 0.16-acre residential property. On the property exists an approximately 1,000 square-foot, 1 story, wood framed, existing residential structure on a concrete foundation with a full cellar. On or about January 31, 2024, a rapidly spreading fire consumed and devastated the building, leaving the structure in extremely poor, structurally unstable, and partially collapsed condition. None of the principal building appears to be salvageable and the structure that remains is in danger of imminent collapse. The gable roof is clad in asphaltic shingles in severely fire damaged and unserviceable condition, with numerous holes and openings to the interior. The vast majority of roofing and sheathing have burned away and have collapsed into the interior of the building, exposing severely fire damaged roof rafters. The remaining roof structure, roofing and sheathing appears to be visibly sagging, in threat of collapse. Numerous load-bearing walls and assemblies have been severely compromised by the damage sustained in the fire or by firefighting activities. All framing within the building is fire damaged, charred and irreparably damaged. Throughout the building, the large sections of exterior walls and roof that have been burned away leave the structure open to the elements and future rapid decay. The building is clad in vinyl siding, with expanses that have melted and burned due to the fire. CSF observed all windows and doors have been destroyed by fire or firefighting activities.

The interior of this residence has also been severely damaged by the fire. Due to the collapsed and unstable state of the structure, the interior was partially inaccessible during CSF's inspection. Trash, burnt building materials and household debris are piled high and spread throughout the structure. Unsanitary, uninhabitable, unstable, and unsafe conditions exist throughout the building.

801 Motor Parkway, Suite 103, Hauppauge, New York 11788

T: 631.737.9170 | F: 631.737.9171 | [www.csflc.com](http://www.csflc.com)



Timothy Zike, Deputy Commissioner  
February 6, 2024  
43 Page Dr, Hicksville, NY 11801  
Page 2 of 12

The interior perimeter walls, partition walls and ceiling have been severely damaged by fire and the water used to extinguish the blaze, leaving the assemblies unsalvageable and unstable. The loadbearing walls and roof structure that do remain are compromised and could potentially collapse. Charred and burnt wiring hangs haphazardly throughout the building. At the time of inspection, the cellar was filled with 2-3 feet of standing water from fire extinguishing activities and was inaccessible for inspection. No function electrical, plumbing, or mechanical systems were observed.

Large amounts of trash and building material debris from the fire remain throughout the site and the property appears generally neglected. During CSF's inspection, the property and building were not fully secured, with an approximately 6-foot-high temporary chain-link construction fence surrounding the front and sides of the property. At the time of inspection, the property and building were open to casual trespass, constituting a public safety hazard, especially due to the building's state of extreme disrepair. It is CSF's opinion that hazardous conditions exist at this structure and site, posing a threat to public health, safety, and welfare.

Numerous Violations of the 2020 Property Maintenance Code of New York State, 2020 Fire Code of New York State, 2020 Building Code of New York State, and the Town Code of the Town of Oyster Bay ("Town Code") were observed. Violations were specifically pertaining to the following:

## **2020 PROPERTY MAINTENANCE CODE OF NEW YORK STATE**

### **CHAPTER 1 SCOPE AND ADMINISTRATION**

#### **SECTION 101 TITLE, SCOPE AND PURPOSE**

##### **101.1 Title.**

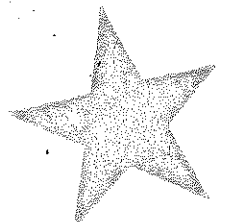
*This publication shall be known as the 2020 edition of the Property Maintenance Code of New York State (PMCNYS) hereinafter referred to as "this code."*

##### **101.2 Scope.**

*The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises and for administration, enforcement and penalties.*

##### **101.3 Purpose.**

*This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.*



Timothy Zike, Deputy Commissioner  
February 6, 2024  
43 Page Dr, Hicksville, NY 11801  
Page 3 of 12

\* \* \*

## **SECTION 107 UNSAFE STRUCTURE AND EQUIPMENT**

### **107.1 General.**

*If the authority having jurisdiction determines, during the inspection or otherwise, that a premises, building or structure, or any building system or equipment, in whole or in part, constitutes a clear and imminent threat to human life, safety or health, the authority having jurisdiction shall exercise its powers in due and proper manner so as to extend to the public protection from the hazards of threat to human life, safety, or health.*

#### **107.1.1 Unsafe Structures.**

*An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.*

Based on the conditions observed on February 1, 2024, and reported here within, this building has been severely damaged by fire and is structurally unsafe. The potential exists for further collapse, causing the building to be dangerous to the life, health, and safety of the public.

#### **107.1.2 Unsafe Equipment.**

*Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.*

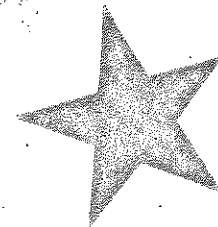
Based on the conditions observed on February 1, 2024, and reported here within, all equipment within the structure is unserviceable.

#### **107.1.3 Structure unfit for human occupancy.**

*A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.*

Based on the conditions observed on February 1, 2024, and reported here within, this structure is unsafe and unfit for human occupancy. This structure is in a state of extreme disrepair due to the fire and could potentially collapse.

\* \* \*



Timothy Zike, Deputy Commissioner  
February 6, 2024  
43 Page Dr, Hicksville, NY 11801  
Page 4 of 12

## CHAPTER 3 GENERAL REQUIREMENTS

### SECTION 301 GENERAL

#### 301.1 Scope.

*The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.*

#### 301.2 Responsibility.

*The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.*

#### 301.3 Vacant Structures and Land.

*Vacant premises, structures and portions thereof, or vacant land shall be maintained by the owner in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.*

Based on the conditions observed on February 1, 2024, and reported here within, the structure does not comply and is in extremely poor condition. The structure and site are causing a blighting problem to the surrounding area and posing a threat to public health, safety, and welfare.

\* \* \*

### SECTION 302 EXTERIOR PROPERTY AREAS

#### 302.1 Sanitation.

*Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.*

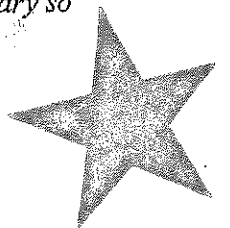
Based on the conditions observed on February 1, 2024, and reported here within, this property does not comply and is not maintained in a clean, safe and sanitary condition. Large amounts of building materials and fire debris are strewn upon the site.

\* \* \*

### SECTION 304 EXTERIOR STRUCTURE

#### 304.1 General.

*The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.*



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Based on the conditions observed on February 1, 2024, and reported here within, this structure is not maintained in good repair, is not structurally sound and the premises are not sanitary due to extensive fire damage. These conditions pose a threat to the health, safety and welfare of the public.

#### **304.1.1 Unsafe Conditions.**

*The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the Building Code of New York State or the Existing Building Code of New York State as required for existing buildings.*

- 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or required strength.*
- 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.*
- 3. Structures or components thereof that have reached their limit state.*
- 4. Siding and masonry joints including joints between building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.*
- 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.*

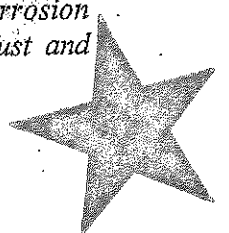
\* \* \*

- 7. Exterior walls that are not anchored to supporting elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.*
- 8. Roofing or components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.*
- 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.*

Based on the conditions observed on February 1, 2024, and reported here within, all the above listed paragraphs apply to this structure which has been severely damaged by fire.

#### **304.2 Protective treatment.**

*Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and*



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*corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.*

Based on the conditions observed on February 1, 2024, and reported here within, the exterior surfaces of this structure are severely damaged by fire, are not maintained in good condition and are not protected from the elements and decay. The structure must be weather resistant and watertight to prevent further deterioration.

\* \* \*

#### **304.4 Structural Members.**

*Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed live loads.*

Based on the conditions observed on February 1, 2024, and reported here within, this structure does not comply. Fire has destroyed or damaged numerous structural members. The building has partially collapsed and has the potential for further collapse. The structure is deteriorating at a rapid rate due to exposure to the elements.

\* \* \*

#### **304.6 Exterior walls.**

*Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.*

Based on the conditions observed on February 1, 2024, and reported here within, this structure does not comply. Fire has damaged and structurally compromised numerous exterior walls.

#### **304.7 Roofs and drainage.**

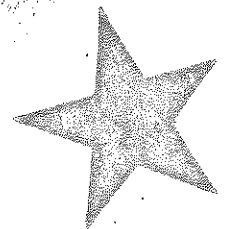
*The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.*

Based on the conditions observed on February 1, 2024, and reported here within, the building does not comply as a portion of the roof has collapsed or burned away leaving the structure and interior exposed to the elements.

\* \* \*

#### **304.13 Windows, skylight and doors frames.**

*Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.*





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Based on the conditions observed on February 1, 2024, and reported here within, the building does not comply as all windows and doors have been destroyed or damaged due to the fire and firefighting activities.

\* \* \*

## **SECTION 305 INTERIOR STRUCTURE**

### **305.1 General.**

*The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.*

#### **305.1.1 Unsafe Conditions**

*The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the Building Code of New York State or the Existing Building Code of New York State as required for existing buildings as required for existing buildings, or the Residential Code of New York State as applicable:*

- 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.*
- 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.*
- 3. Structures or components thereof that have reached their limit state.*
- 4. Structural members are incapable of supporting nominal loads and load effects.*
- 5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.*

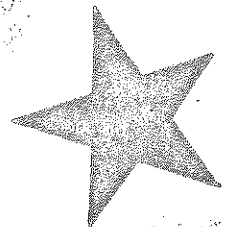
Based on the conditions observed on February 1, 2024, and reported here within, all the above listed paragraphs apply to this structure which has been severely damaged by fire.

#### **305.2 Structural Members**

*Structural members shall be maintained structurally sound and be capable of supporting imposed loads.*

Based on the conditions observed on February 1, 2024, and reported here within, this structure does not comply. Fire has destroyed or damaged numerous structural members. The building has partially collapsed and has the potential for further collapse. The structure is deteriorating at a rapid rate due to exposure to the elements.

\* \* \*



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## **SECTION 308 RUBBISH AND GARBAGE**

### **308.1 Accumulation of rubbish and garbage.**

*Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.*

Based on the conditions observed on February 1, 2024, and reported here within, the exterior and interior of the property contains fire damaged building materials, debris, and rubbish throughout all levels and upon the site.

\* \* \*

## **2020 FIRE CODE OF NEW YORK STATE**

### **CHAPTER 3 GENERAL REQUIREMENTS**

#### **SECTION 301 GENERAL**

##### **301.1 Scope.**

*The provisions of this chapter shall govern the occupancy and maintenance of all structures and premises for precautions against fire and the spread of fire and general requirements of fire safety.*

\* \* \*

#### **SECTION 311 VACANT PREMISES**

##### **311.1 General.**

*Temporarily unoccupied buildings, structures, premises or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6.*

##### **311.2 Safeguarding vacant premises.**

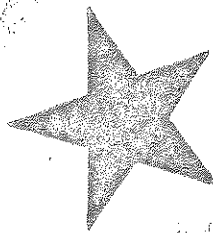
*Temporarily unoccupied buildings, structures, premises or portions thereof shall be secured and protected in accordance with Sections 311.2.1 through 311.2.3.*

##### **311.2.1 Security.**

*Exterior and interior openings open to other tenants or unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals. The fire code official is authorized to placard, post signs, erect barrier tape or take similar measures as necessary to secure public safety.*

Based on the conditions observed on February 1, 2024, and reported here within, at the time of inspection, the building was not boarded, the building was not protected to prevent unauthorized entry and the site was only partially secured with temporary fencing. The building and property are not in compliance with the safeguarding of vacant premises.

\* \* \*



## CODE OF THE TOWN OF OYSTER BAY

### Chapter 96: Dangerous Buildings and Abandoned Buildings

#### § 96-1. Legislative findings.

*It is hereby declared and found by the Town Board of the Town of Oyster Bay that the purpose of this chapter is to provide basic and uniform standards governing the condition and maintenance of residential and commercial premises and establishing reasonable safeguards for the safety, health and welfare of the occupants and users of the premises and also for the residents of the Town of Oyster Bay.*

#### § 96-2. Definitions and word usage.

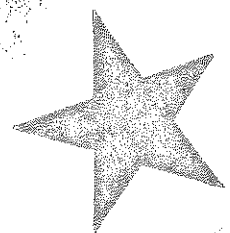
*A. As used in this chapter, the following terms shall have the meanings indicated:*

*BOARDED and BOARDING — Clear, impact-resistant polycarbonate sheeting of a thickness in excess of 3/16 inch, except as otherwise directed by the Commissioner. [Added 1-9-2018 by L.L. No. 2-2018]*

Due to the various observations made on February 1, 2024, and reported here within, the structure does not comply as windows and doors have not been boarded.

**DANGEROUS BUILDINGS** — *Any building or structure which has any or all of the following conditions:*

- (1) Those where any interior wall or walls or other structural load-bearing members list, lean or buckle to such an extent that a plumb line, passing from any overhead supporting member through the center of gravity, falls outside the middle third of its base.*
- (2) Those which, exclusive of the foundations, show 33 1/3% or more of deterioration of the supporting member or members or 50% or more damage to or deterioration of the non-supporting, enclosing or exterior walls or covering.*
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the floors or roofs are overloaded, or which have insufficient strength to be reasonably safe for the purpose used and which do not meet minimum standards prescribed by the New York State Uniform Fire Prevention and Building Code.*
- (4) Those having inadequate or insufficient facilities for ingress and egress in the event of fire, panic or other emergency or those having insufficient stairways, elevators, fire escapes, aisles, passageways, corridors or other means of access and which do not meet minimum standards prescribed by the New York State Uniform Fire Prevention and Building Code.*
- (5) Those which have parts thereof which are so attached or connected in such a manner that they may fall, collapse or cause damage and injury to the occupants thereof or other persons or property.*
- (7) A vacant and abandoned building. [Amended 1-9-2018 by L.L. No. 2-2018]*



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- (8) *Those which have been damaged by fire, wind, act of vandalism or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the Town of Oyster Bay.*
- (9) *Those which have become or are so dilapidated, decayed, unsafe or unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, as are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein or to the people of the Town of Oyster Bay.*
- (10) *Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety or general welfare of human beings who live or may live therein.*

\* \* \*

- (12) *Those which, in whole or in part, have an electrical wiring system which is defective, or is an improper type of wiring for the purpose intended, or which fails to meet ventilation requirements as prescribed by applicable provisions of law, or which have plumbing, sewage or drainage facilities that are not in conformity with applicable building and plumbing codes.*

Due to the various observations made on February 1, 2024, and reported here within, all the above listed paragraphs apply to the building.

\* \* \*

**VACANT AND ABANDONED** — *Real property which displays no evidence that any persons are residing there and is not maintained in a manner consistent with the standards set forth in New York Property Maintenance Code Chapter 3. [Added 1-9-2018 by L.L. No. 2-2018]*

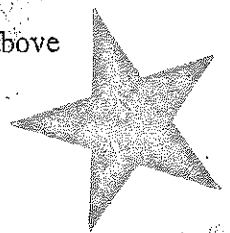
\* \* \*

- (1) *Evidence of lack of occupancy shall include but not be limited to the following conditions:*

\* \* \*

- (f) *One or more boarded, missing or broken windows;*
- (g) *The property is open to casual entry or trespass; or*
- (h) *The property has a building or structure that is or appears structurally unsound or has any other condition that presents a potential hazard or danger to the safety of persons.*

Due to the various observations made on February 1, 2024, and reported here within, all the above listed sections apply to the building.



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\* \* \*

**§ 96-3. Declaration of nuisances.**

*All dangerous buildings, as defined by § 96-2 of this chapter, are hereby declared to be public nuisances and shall be sealed, boarded up, vacated and/or repaired, secured, demolished, and removed as hereinafter provided.*

\* \* \*

**§ 96-15. Repair and demolition standards.**

*The following standards shall be followed in substance by the Commissioner in ordering repair or demolition or vacation:*

- A. If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be ordered repaired.*
- B. In any case where a dangerous building is 50% damaged or decayed or deteriorated from its original value or structure or where the owner refuses or fails to make ordered repairs, it shall be demolished, and, in all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be demolished. In all cases, where a dangerous building is a fire hazard, existing or erected in violation of the terms of this chapter or any ordinance of the Town or statute of the State of New York, it shall be demolished and/or repaired.*
- C. If the dangerous building is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, it shall be ordered to be vacated.*

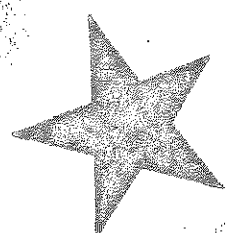
\* \* \*

**§ 96-20. Emergencies.**

*Any provision of this chapter to the contrary notwithstanding, where it reasonably appears that there is imminent danger to the life, health, safety and/or welfare of any person unless a dangerous building or structure, as defined herein, is immediately sealed, boarded up, repaired, vacated or demolished, the Commissioner shall cause the immediate sealing, boarding up, fencing in, reparation, vacation and/or demolition of such dangerous building or structure. The cost of such emergency repair, vacation or demolition of such dangerous building or structure shall be collected in the same manner as provided in § 96-19 hereof.*

Due to the various observations made on February 1, 2024, and reported here within, it is evident that the building cannot be repaired, and the site is not safe and secure and presents a hazard to the adjoining property owners and to the general public. This building is clearly in violation of the Town of Oyster Bay Property Maintenance Code.

\* \* \*



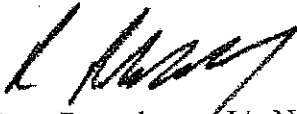
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Pursuant to the above definitions, this building is considered to be unsafe, lacks maintenance, is severely damaged by fire, is unsanitary, is unfit for human occupancy and the potential exists for further collapse. Due to its extremely poor condition and rapid deterioration, CSF believes this building and site pose a threat to the health, safety and general welfare of the public. Based on CSF's inspection on February 1, 2024, and due to the various observations made and reported here within, the building is unsafe and irreparably damaged. Due to the extensive fire damaged condition of the building, the numerous violations of New York State and the Town Code of the Town of Oyster Bay, and the technical / financial infeasibility of repair, it is CSF's recommendation that the remaining structure be demolished as soon as possible.

Per Industrial Code Rule 56 Asbestos, Department of Labor, subpart 56-5, paragraph 56-5.1 Asbestos Survey Requirements, if a building / structure is certified to be unsound or slated for contracted demolition, the building / structure shall be assumed to contain asbestos unless the building/structure is adequately certified to be free of asbestos containing material (ACM). If the building/structure is not certified to be ACM-free, demolition should be performed assuming asbestos containing materials are present and in accordance with such procedures as published by the United States Environmental Protection Agency. Additionally, the demolition of the building shall comply with the Nassau County Department of Health, Office of Community Sanitation standards for rodent free certification prior to building demolition. Furthermore, the demolition of the structure shall comply with the 2020 Building Code of New York State and Occupational Safety and Health Administration standards.

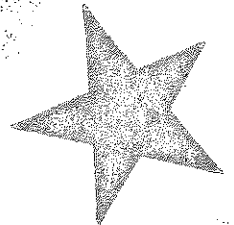
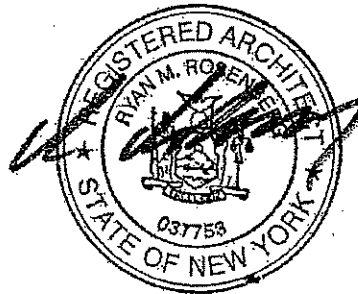
Very truly yours,

**CASHIN SPINELLI & FERRETTI, LLC**



Ryan Rosenberg, AIA, NCARB, CSI, CDT

Enc: *Photographic documentation*  
cc: *Stephen P. Ferretti, Principal, CSF*  
*Michael Spinelli II, Project Manager, CSF*



Meeting of May 21, 2024

Resolution No. 392-2024

WHEREAS, by Resolution No. 679-2023, adopted on September 12, 2023, Contract No. DP23-262, Honorable Joseph Colby Golf Course Town of Oyster Bay Tee Box Reconstruction, was awarded to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 6, 2024, advised that it is necessary and essential to authorize Change Order No. 1 to Contract No. DP23-262 in order to provide for the changes in the scope of work involved therein, at a total net increase of \$121,395.01, with said funds for Change Order No. 1, which includes a Potential Quantity Increase of \$59,358.01, are available in Account No. PKS H7197 20000 000 2302 001, Project Id. No. 2302PKSA-13; and

WHEREAS, James A. Gladysz, P.E., Executive Vice President, Cashin Associates, P.C. ("Cashin"), Consulting Engineer, by letter dated April 1, 2024, reported that Cashin had reviewed the contractor's price quote for the proposed items of work and found the increased cost for the additional scope of work to be fair and reasonable; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and Change Order No. 1 to Contract No. DP23-262 is hereby approved, and the Supervisor, or his duly authorized designee, is hereby authorized to sign and execute Change Order No. 1, setting forth the work required, at a total net increase of \$121,395.01; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, from Account No. PKS H7197 20000 000 2302 001, Project Id. No. 2302PKSA-13, upon presentation of a duly certified claim, after audit.

-#-

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 |

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

May 6, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 1  
THE HONORABLE JOSEPH COLBY TOWN OF OYSTER BAY  
GOLF COURSE TEE BOX RECONSTRUCTION  
ACCOUNT NO. PKS H7197 20000 000 2302 001  
PROJECT ID NO. 2302PKSA-13  
CONTRACT NO. DP23-262

Attached is a letter from Cashin Associates, P.C., dated April 1, 2024 concerning Change Order No. #1 for a total net increase in the amount of \$121,395.01.


Said Change Order No. #1 encompasses the Contractor's submitted price for changes in the scope of work. This item is explained in the attached letter from Cashin Associates, P.C.

The contractor, Galvin Bros./Madhue Contracting Joint Venture, has submitted their price quote for the proposed items of work and the consultant, Cashin Associates, P.C., reviewed the contractor's price quote and finds the increased cost of \$121,395.01 for the additional scope of work to be fair and reasonable.

Funds are available for the described Change Order No. #1 in the amount of \$121,395.01 of which, \$59,358.75 is Potential Quantity Increase (PQI) with \$62,036.26 remaining and will be funded through the Parks Department Account No. PKS H7197 20000 000 2302 001, Project Id. No. 2302PKSA-13.

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

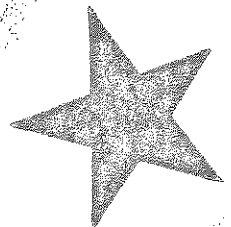
It is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. #1 having a result of a net increase in the amount of \$121,395.01 relative to the construction of Contract No. DP23-262.

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

RWL/AMR/TLS/lk

Attachments

cc: Steve Ballas, Comptroller  
Joseph G. Pinto, Commissioner Department of Parks  
DP23-262 The Honorable Joseph Colby Town of Oyster Bay Golf Course Tee Box Reconstruction Change Order No. #1







April 1, 2024

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

Attention: Matt Russo, PE, Deputy Commissioner

Re: **TEE BOX RECONSTRUCTION PROJECT**  
**CONTRACT NO. DP 23-262**  
**BID NO. PW 046-23**  
**CHANGE ORDER # 1 – Snow Fence Placement, Furnish and Installation of Additional 48,000 SF of Tall Fescue Sod, and the transference of unutilized items to the General Allowance.**

Dear Commissioner Lenz:

Cashin Associates, P.C. (CA) is providing you with Change Order #1 from Galvin Brothers, Inc./Madhue Contracting, encompasses the following:

Item # 1, the contractor was instructed to place snow fencing around the new Tee Boxes to protect the tee boxes until they are ready for use. CA has also measured the areas where the snow fencing is to be placed and agrees with Galvin's estimated quantity needed for this task. We have reviewed Galvin's price of \$41,301.65 for the above-referenced work and find it acceptable. This will increase the contract value from \$1,187,175.00 to \$1,228,476.65.

Item # 2, the contractor was instructed to place additional sod around the new Tee Boxes. We have reviewed Galvin's price of \$ 80,093.36 for the above-referenced work and find it acceptable. This will increase the contract amount from \$1,228,476.65 to \$ 1,308,570.01.

Also included with the change order are the transference of contract items (19,20,21,23,24,25,26 & 27) that are not being utilized to the General Allowance for a total of \$36,575.00. This will not change the contract price.

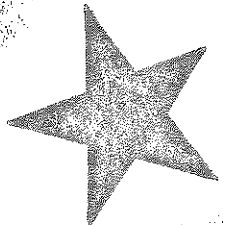
Please contact me if you have any questions or need more information.

Very truly yours,  
**CASHIN ASSOCIATES, P.C.**

James A. Gladysz, P.E.  
Executive Vice President

1200 Veterans Memorial Highway • Hauppauge, NY 11788 • 631-348-7600 • FAX 631-348-7601

[www.cashinassociates.com](http://www.cashinassociates.com)



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
THE HONORABLE JOSEPH COLBY TOWN OF OYSTER BAY  
GOLF COURSE TEE BOX RECONSTRUCTION  
Contract No. DP23-262  
CHANGE ORDER NO. #1

To: Galvin Brothers, Inc./Madhue Contracting, Inc., a Joint Venture  
149 Steamboat Road  
Great Neck, New York 11024

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**Item No. 1**

Snow Fence placement surrounding the new tee boxes

TOTAL COST OF ITEM NO. 1: \$41,301.65 + \$41,301.65

**Item No. 2**

Furnish and installation of an additional 48,000sf of tall fescue sod

TOTAL COST OF ITEM NO. 2: \$80,093.36 + \$80,093.36

**Item No. 3**

Items from Schedule of Values not being utilized transferred to the allowance

TOTAL COST OF ITEM NO. 3: \$0.00 - \$0.00

**TOTAL COST OF CHANGE ORDER NO. #1: \$121,395.01**

|  |                 |
|--|-----------------|
| The original Contract sum was:                     | \$ 1,187,175.00 |
| Net Change by previously authorized Change Orders: | \$ 0.00         |
| Total Contract sum prior to this Change Order:     | \$ 1,187,175.00 |
| Change Order No. 1:                                | \$ 121,395.01   |
| New Contract sum including CHANGE ORDER NO. #:     | \$ 1,308,570.01 |

The above work is to be performed in accordance with the letter from Cashin Associates, Inc., dated April 1, 2024 and the memorandum of the Department of Public Works, dated April 5, 2024, at a cost to the Town in the amount of **\$121,395.01**.

The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by:  
CONSULTANT

by: [Signature]

Date: 4/10/2024

Sufficient funding for this Change Order is available within the amount reserved for PQI (\$59,358.75) and from Account No. *PKS H7197 20000-000 2302 001, ID:2302PKSA-13*

by: [Signature]  
Robert D'Artenzo, Director of Finance

by: [Signature] 4/15/24  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
CONTRACTOR

by: [Signature]

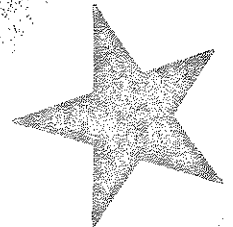
Date: 4/10/2024

by: [Signature]  
Frank M. Scalera, Town Attorney

The above Change Order is hereby accepted by the Town.

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



WHEREAS, by Resolution No. 426-2023, adopted on June 27, 2023, the Town Board awarded Contract No. PWE001-23, Roof Replacement at CVM Building, John J. Burns Park, Massapequa, to Long Island Roofing and Repair Service Corp.; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 6, 2024, advised the Board that upon inspection by the Town's environmental Consultant, LiRo Engineers, Inc., the amount of asbestos-containing material in the building was determined to be 250 square feet more than anticipated, and the resulting increase in quantity will result in an additional abatement cost of \$22,500.00; and requested an increase in authorization in the amount of \$22,500.00 for Contract No. PWE001-23,

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funds for the additional cost are available in Account No. DGS H 1997 20000 000 2410 001, Project ID No. 2410TWNA-04 and that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby grants an increase in authorization of Contract No. PWE001-23 in the amount of \$22,500.00, with the additional cost to be drawn from Account No. DGS H 1997 20000 000 2410 001, Project ID No. 2410TWNA-04, upon presentation of a duly certified claim, after audit.

-#-

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 |

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

MAY 6, 2024

TO : MEMORANDUM DOCKET

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


SUBJECT : QUANTITY INCREASE  
ROOF REPLACEMENT AT CVM BUILDING, JOHN J. BURNS PARK  
CONTRACT NO. PWE001-23  
ACCOUNT NO. DGS H 1997 20000 000 2410 001  
PROJECT ID NO. 2410 TWNA-04

Contract No. PWE001-24 was awarded to Long Island Roofing and Repair Service Corp. by Resolution 426-2023 for roof replacement of the Central Vehicle Maintenance building at John J. Burns Park. Included in the bid was line item No.001A which establishes a price for asbestos abatement in the amount of \$90.00 per square foot, with an estimated quantity of 200 square feet.

Upon inspection and testing by the Town's environmental consultant, LiRo Engineers, Inc., performing services under Contract No. PWC23-22, the amount of asbestos-containing material was determined to be 450 square feet, an increase of 250 square feet. At the established price of \$90.00 per square foot, an increase in quantity of 250 square feet results in an additional cost of \$22,500.00. Funds are available in this amount from Account No. DGS h 1997 20000 000 2410 001, Project ID No. 2410TWNA-04.

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

The Department of Public Works recommends and requests that the Town Board authorize, by resolution, an increase in quantity for line item 001A, Removal & Disposal of Asbestos-Containing Materials from 200 square feet to 450 square feet, at an additional cost of \$22,500.00, for Contract No. PWE001-23.

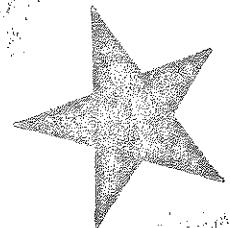
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/lk

Attachments

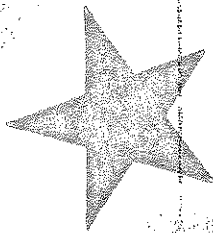
C: Steven Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services

PWE001-23 DOCKET INCREASE ACM QUANTITY



BID SUMMARY  
DO NOT INCLUDE FEDERAL, STATE OR OTHER TAXES ON BID PRICES

| ITEM NO. | BID ONLY QN UNIT SHOWN<br>Detailed Specifications  | QUANTITY | UNIT     | UNIT PRICE      | TOTAL AMOUNT        |
|----------|--|----------|----------|-----------------|---------------------|
| 001.     | REMOVE EXISTING ROOF AND SUPPLY & INSTALL NEW ROOF (APPROX 4500 SQ. FT) AS PER BID SPECIFICATIONS<br>TOWN OF OYSTER BAY CVM BUILDING<br>JOHN BURNS PARK<br>4990 MERRICK ROAD<br>MASSAPEQUA, NY 11758<br><br>*** DELIVERY<br>WORK WILL BE COMPLETED WITHIN <u>12</u> WEEKS AFTER RECEIPT OF ORDER<br>(Must be completed – award may be based on this date)  | 1        | LUMP SUM |                 | <u>\$109,448.00</u> |
| * 001A   | REMOVAL & DISPOSAL OF ASBESTOS CONTAINING ROOF FLASHING AROUND FLAT ROOF PERIMETER AND SKYLIGHTS. All abatement work shall be performed in accordance with applicable federal, state and local regulations. Abatement procedures shall be consistent with Part 56 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Abatement services are not considered complete until all executed waste manifests for ACM disposal are provided to the Town of Oyster Bay. | 200      | SQ. FT   | <u>\$ 90.00</u> | <u>\$ 18,000.00</u> |
| 001B     | INSTALLATION OF TEMPORARY ROOF FLASHING TO PROTECT AGAINST WATER INFILTRATION WHILE ABATEMENT IS IN PROGRESS.  | 200      | SQ. FT   | <u>\$ 0.00</u>  | <u>\$ 0.00</u>      |
| 002      | ADDITIONAL LABOR NOT INCLUDED IN SPECIFICATIONS<br>MUST BE APPROVED BY COMMISSIONER OF PUBLIC WORKS OR HIS DESIGNEE  | PER      | HOUR     | <u>\$200.00</u> |                     |
| 003      | ADDITIONAL MATERIALS NOT INCLUDED IN SPECIFICATIONS (Certified Cost plus +15%)<br>MUST BE APPROVED BY COMMISSIONER OF PUBLIC WORKS OR HIS DESIGNEE   |          | +15%     |                 |                     |



**Matt Russo**

---

**From:** Nicole Leroux  
**Sent:** Friday, May 3, 2024 12:38 PM  
**To:** Matt Russo  
**Cc:** Ralph Raymond; Jeff Vitale  
**Subject:** PWE001-23

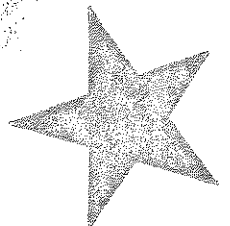
Matt,

Please use the following account for the roof replacement at CVM Building, John Burns Park:

DGS H 1997 20000 000 2410 001  
PID 2410 TWNA -04

*Nicole Leroux*

Town of Oyster Bay  
Secretary to the Commissioner  
Department of General Services  
74 Audrey Avenue  
Oyster Bay, NY 11771  
Office 516-624-6103  
Cell 516-384-9253  
Fax 516-624-6383  
[nleroux@oysterbay-ny.gov](mailto:nleroux@oysterbay-ny.gov)



**Long Island Roofing And Repairs Service Corp.**  
**2490 Charles Court**  
**North Bellmore, New York 11710**  
**516-221-9100**  
**Fax-221-7331**

**Invoice #0001**

2/12/24

Jeff Vitale  
Deputy Commissioner of General Services  
Town of Oyster Bay  
Office of General Services  
51 Audrey Avenue  
Oyster Bay, NY 11771  
Tel: (516) 624-6102

**Re- PWE 001-23 John Burns Park Partial Roof Replacement of the Bay Constable Building**

Dear Jeff,

Below is the work that Long Island Roofing has completed at John Burns Park in Massapequa.

- Installed new 20 year Versico TPO roof on the upper area in accordance with Contract number PWE 001-23

\$127,448.00- original amount included 200 sq ft of asbestos abatement

\$22,500.00- additional abatement of 250 sq ft @ \$90.00 per square foot

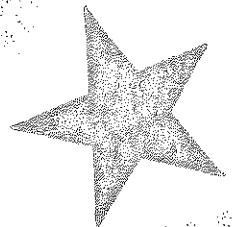
\$149,948.00- new total

**Please submit payment in the amount of \$149,948.00**

Thank you. If you should have any questions, please contact me at 516-221-9100 or [steve@longislandroofing.com](mailto:steve@longislandroofing.com).

Sincerely,

Steve Coppolo



Meeting of June 27, 2023

Resolution No. 426-2023

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on May 17, 2023, for Contract No. PWE001-23, Roof Replacement CVM Building John Burns Park, Massapequa, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 9, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. PWE001-23 were reviewed by the Department of Public Works; and

WHEREAS, the Department of Public Works recommended the award of Contract No. PWE001-23 to United Paving Corp., 2490 Charles Court, Bellmore, New York 11710, the lowest responsive and responsible bidder among five (5) bids received, in the amount of \$127,448.00; and

WHEREAS, as per Town policy, \$6,372.40 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$133,820.40; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended the award of Contract No. PWE001-23, to Long Island Roofing and Repair Service Corp., the lowest responsive and responsible bidder, in the amount of \$127,448.00, and \$6,372.40 for potential quantity increases, for a total bid encumbrance of \$133,820.40; and

WHEREAS, Commissioner Lenz informed the Town Board that funds for payments under Contract No. PWE001-23 are available in Account No. DGS H 1997 20000 000 2310 001, Project ID No. 2310 TWN TWN 03; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. PWE001-23 is awarded to Long Island Roofing and Repair Service Corp., in an amount not to exceed \$133,820.40, 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. DGS H 1997 20000 000 2310 001, Project ID No. 2310 TWN TWN 03; and be it further

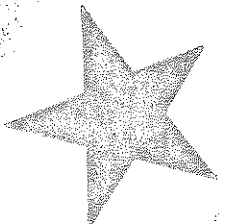
RESOLVED, That the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$133,820.40, upon presentation of a duly certified claim, after audit.

#

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY





WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 6, 2024, advised that by Resolution No. 917-2023, adopted December 12, 2023, P.W. Grosser Consulting Inc., was authorized to provide engineering services under On-Call Contract No. PWC23-24, for a period of two (2) years from January 1, 2024 through and including December 31, 2025; and

WHEREAS, Kris Almskog, P.G., Senior Vice President, P.W. Grosser Consulting Inc., by letter dated April 1, 2024, described the scope of work to be performed under Contract No. PWC23-24, On Call Engineering Services Relative to South Oyster Bay Canal Dredging, including additional services at Gene Williams Canal; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for P.W. Grosser Consulting Inc., to provide the aforesaid On-Call Engineering Services under Contract No. PWC23-24, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$78,000.00 for this purpose, with funds available for payment in Account No. PKS-H-7197-20000-000-2302-001, Project ID: 2302PKSA-09; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and P.W. Grosser Consulting Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC23-24 On Call Engineering Services Relative to South Oyster Bay Canal Dredging, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$78,000.00 for this purpose, with funds available for payment in Account No. PKS-H-7197-20000-000-2302-001, Project ID: 2302PKSA-09.

-#-

*dlr*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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

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

May 6, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: ON CALL ENGINEERING SERVICES RELATIVE TO SOUTH OYSTER BAY  
CANAL DREDGING  
CONTRACT NO. PWC23-24  
ACCOUNT NO.: PKS-H-7197-20000-000-2302-001  
PROJECT ID: 2302PKSA-09

---


The consultant, P.W. Grosser Consulting Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC23-24 by Resolution No. 917-2023 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated April 1, 2024 from P.W. Grosser Consulting Inc. regarding the scope of work to be performed in an amount not to exceed \$78,000.00. Services to be performed include additional services at Gene Williams Canal.

Attached is an availability of funds in the amount of \$78,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-2302-001 Project ID: 2302PKSA-09.

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

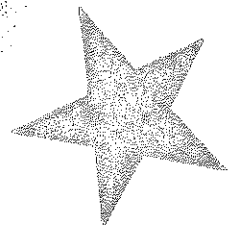
It is hereby requested that the Town Board authorize by Resolution, P.W. Grosser Consulting Inc. under Contract No. PWC23-24 for On-Call Engineering Services Relative to Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

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

RWL/MR/CC/IK

Attachment

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





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



Requesting Division/Department \_\_\_\_\_

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

Contract Number PWC23-24

Contract Period January 1, 2024 through December 31, 2025

Consultant/Contractor P.W. Grosser Consulting, Inc

Discipline Environmental Engineering

Total Authorization \$184,220.00

Resolution No. 917-2023 Date 12/12/2023

Funded To Date \$106,220.00

Amount Requested \$78,000.00

Account To Be Used PKS-H-7197-20000-000-2302-001 2302PKSA-09

If Capital Account, State The Related Contract Number: DPW23-254

**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.*

\_\_\_\_\_

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

| Requesting Division/Department     | DPW Approval                              |
|------------------------------------|---|
| Signature <u>[Signature]</u>       | Signature <u>[Signature]</u>              |
| Title <u>Commissioner of Parks</u> | Title <u>Commissioner of Public Works</u> |
| Date <u>4/18/24</u>                | Date <u>4/19/24</u>                       |

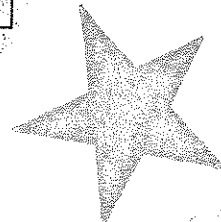
**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 78,000.00

Unencumbered Balance 199,205.38

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

Signature [Signature] Date 4/19/24





# 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 January 1, 2024  
 Contract No. \_\_\_\_\_ Contract End December 31, 2025  
 Commencement Date January 1, 2024

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

Vendor Name and Address

P.W. Grosser Consulting, Inc

630 Johnson Ave, Suite 7

Bohemia, NY 11716

Requesting Town Department \_\_\_\_\_ Parks

Contact \_\_\_\_\_ Phone \_\_\_\_\_

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

Additional Services at Gene Williams Canal

**This work order shall not exceed \$ 78,000**

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

**Requesting Division/Department**

**Department of Public Works Approval**

Signature [Handwritten Signature]

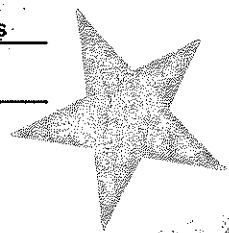
Signature [Handwritten Signature]

Title Commissioner of Parks

Title Commissioner of Public Works

Date 4/18/24

Date 4/19/24





April 1, 2024

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

**Re: Contract No. PWC23-24  
Dredge Support Services for Support of Contract No. DPW23-254  
South Oyster Bay Canal Dredging**

Dear Mr. Campion:

P.W. Grosser Consulting, Inc. (PWGC) is providing this letter for the Town of Oyster Bay Department of Public Works (DPW) as justification for approval of the Change Order referenced above. The rationale for the additional effort required to provide professional support services, as requested by DPW, during the dredging activities associated with the South Oyster Canal Dredging project are summarized below for your review.

- Original PWGC scope of services included permitting and construction oversight of North Canal Only. Dredging/construction oversight services of the Gene William Canal was added later requested by the DPW.
- The volume of material to be dredged, as a result of DPW requests in December 2023 increased from approximately 7K cubic yards to 14K cubic yards. This results in approximately twice the duration of dredging oversight and dredge spoil loading oversight services.
- The additional scope required additional coordination with regulators, including NYSDEC to obtain permit extensions to allow for the increase of scope to be completed.
- The additional scope required additional routine coordination with both DPW and the contractor to discuss the scope, plan the schedule, and discuss and coordinate the sediment removal effort from TOBAY to meet strict demobilization timeframes.
- The additional scope required significant additional daily field oversight effort and daily log reports to document the contractor's progress.
- The additional scope required additional review and approval of contractors cost estimates, schedules, and payment requisitions.
- In addition, in January 2024, PWGC was requested to provide emergency bulkhead permitting, design and oversight services for existing bulkheads in the vicinity of the dredging activity. This additional scope resulted in significant additional coordination and daily oversight effort to get regulatory approvals and provide contractor oversight.

CLIENT DRIVEN SOLUTIONS

PHONE: 631.589.6353  
PWGROSSER.COM

630 JOHNSON AVENUE, STE 7  
BOHEMIA, NY 11716

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

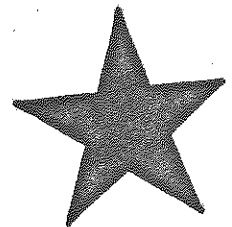




Should you have any questions or require additional information please do not hesitate to contact us.

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

Kris Almskog, P.G.  
Sr Vice President



CLIENT DRIVEN SOLUTIONS

PHONE: 631.589.6353  
PWGROSSER.COM

630 JOHNSON AVENUE, STE 7  
BOHEMIA, NY 11716

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



|               |   |
|---------------|---|
| CLIENT        | Town of Oyster Bay                      |
| PROJECT SITE  | South Bay Canal Dredge Support Services |
| PWGC PROJECT# | OYS2103, CO#003                         |

| 2024 PWGC RATE SCHEDULE  |                     |
|--|---------------------|
| Category   | Hourly              |
| <b>PRINCIPALS</b>  |                     |
| Senior Principals  | \$320.00 - \$420.00 |
| Principals   | \$205.00 - \$310.00 |
| <b>PROJECT MANAGEMENT</b>  |                     |
| Senior Project Manager   | \$175.00 - \$280.00 |
| Project Manager  | \$130.00 - \$220.00 |
| <b>HYDROGEOLOGIST/GEOLOGIST/ENVIRONMENTAL SCIENTIST (HYDRO/GEO/ES)</b> |                     |
| Senior Hydro/GEO/ES  | \$120.00 - \$130.00 |
| Project Hydro/GEO/ES   | \$105.00 - \$110.00 |
| Field Hydro/GEO/ES   | \$95.00             |
| Senior Environmental Tech  | \$100.00            |
| Environmental Tech   | \$85.00             |
| <b>ENGINEERING</b>   |                     |
| Senior Engineer  | \$155.00 - \$205.00 |
| Project Engineer   | \$125.00 - \$155.00 |
| Staff Engineer   | \$120.00            |
| Senior Environmental Planner   | \$140.00 - \$215.00 |
| Environmental Planner  | \$95.00 - \$110.00  |
| <b>GIS/CADD SERVICES/Civil 3-D/DRONE SERVICES</b>                      |                     |
| US FAA Certified Remote Pilots   | \$120.00            |
| Senior Geospatial Geologist  | \$170.00            |
| Senior GIS Analyst   | \$110.00            |
| GIS Analyst  | \$95.00             |
| <b>OTHER SERVICES</b>  |                     |
| IT Services  | \$145.00            |
| Administrative Services  | \$100.00            |





|               |   |
|---------------|---|
| CLIENT        | Town of Oyster Bay                      |
| PROJECT SITE  | South Bay Canal Dredge Support Services |
| PWGC PROJECT# | OYS2103, CO#003                         |

## TERMS & CONDITIONS (2024)

**Performance of Services:** The Consultant P.W. Grosser Consulting Inc. shall perform the services outlined in the proposal provided with this Agreement. Engineering services will be provided by P.W. Grosser Consulting Engineer & Hydrogeologist, PC. The proposal is effective for 45 days.

**Additional Services:** For additional services not included above, PWGC will be compensated accordingly and based upon its most current rate schedule.

**Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

**Retainer/Billing/Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer of \$0.00 with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. A surcharge of 3.50% will be imposed on credit cards which is not greater than our cost of acceptance. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages a result of such suspension caused by any breach of this Agreement by the Client.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

**Waiver:** In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

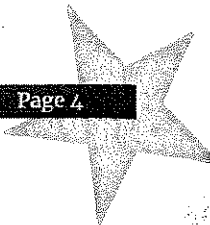
**Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

**Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant, and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

**Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.





Meeting of December 12, 2023

Resolution No.917-2023

WHEREAS, in connection with Contract No. PWC23-24, On-Call Engineering Services Relative to Environmental Engineering, the Department of Public Works issued a Request for Proposals ("RFP") to twenty-two (22) firms that have demonstrated applicable experience, as detailed in Guideline Nos. 6 and 9 of the Town of Oyster Bay Procurement Policy, and responded to requests from nine (9) additional firms, for RFP-related documents, generated by posting the RFP upon the official Town of Oyster Bay website; and

WHEREAS, on August 2, 2023, the Division of Engineering, Department of Public Works, received a total of nine (9) proposals submitted in response to said RFP, and reviewed the proposals based upon their technical merits, with the reviews conducted in compliance with Guideline Nos. 6 and 9 of the Town of Oyster Bay Procurement Policy, and with all related support documentation filed with, and retained by, said Division of Engineering; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 27, 2023, requested that the Town Board authorize the following firms to provide the Town of Oyster Bay with On-Call Engineering Services Relative to Environmental Engineering under Contract No. PWC23-24, for a two (2) year contract term, commencing from January 1, 2024 through December 31, 2025, under Contract No. PWC23-24:

Cashin Associates, P.C.  
D&B Engineers & Architects, P.C.  
H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C.  
LiRo Engineers, Inc.  
Lockwood, Kessler & Bartlett, Inc.  
P.W. Grosser Consulting, Inc.; and

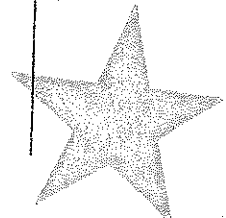
WHEREAS, Commissioner Lenz, by said memorandum, advised that the Town has reviewed the proposed vendors' disclosure questionnaires, and has been satisfied that the requirements of the Town Oyster Bay Procurement Policy have been fulfilled; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Department of Public Works shall request Town Board authorization at the time the Town shall require said On-Call Services under Contract No. PWC23-24; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that should any Town Department choose to utilize said On-Call services under Contract No. PWC23-24, said Town Department shall first notify the Commissioner of the Department of Public Works, who shall determine the suitability, and the availability, to perform the requested service(s),

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

*Robert P. O'Keefe*



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 3, 2024, advised that by Resolution No. 215-2024, adopted March 19, 2024, Mark Design Studios Architecture P.C., was authorized to provide engineering services under On-Call Contract No. PWC16-24, for a period of two (2) years from January 1, 2024 through and including December 31, 2025; and

WHEREAS, Michael Mark, R.A., A.I.A., Mark Design Studios Architecture P.C., by letter dated April 23, 2024, described the scope of work to be performed under Contract No. PWC16-24, engineering services for interior alterations and upgrades at the Town of Oyster Bay Animal Shelter, and requested approval to utilize Steven Giammona Mechanical Engineering, P.C. d/b/a SGM, as a sub consultant for said project for mechanical engineering services; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for Michael Mark, R.A., A.I.A., Mark Design Studios Architecture P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC16-24, that Steven Giammona Mechanical Engineering, P.C. d/b/a SGM, 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 \$89,850.00 for this purpose, with funds available for payment in Account No. DGS H 1997 20000 000 2410 001, Project ID: 2410 TWNA 04; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and Michael Mark, R.A., A.I.A., Mark Design Studios Architecture P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC16-24, Steven Giammona Mechanical Engineering, P.C. d/b/a SGM, 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 \$89,850.00 for this purpose, with funds available for payment in Account No. DGS H 1997 20000 000 2410 001, Project ID: 2410 TWNA 04.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Paul P. Stanley*

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**

May 3, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICES RELATIVE TO :  
BUILDING RENOVATION SERVICES AND USE OF SUB-CONSULTANT  
CONTRACT NO. PWC16-24  
ACCOUNT NO.: DGS H 1997 20000 000 2410 001  
PROJECT ID: 2410 TWNA 04

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The consultant, Mark Design Studios Architecture PC., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC16-24 by Resolution No. 215-2024 for the subject project. Funds have been made available by the Director of Finance.


Attached is a letter dated April 23, 2024 from Mark Design Studios Architecture PC. regarding the scope of work to be performed in an amount not to exceed \$ 89,850.00. Services to be performed include Engineering for Interior Alterations and Upgrades at the Town of Oyster Bay Animal Shelter.

Attached is an availability of funds in the amount of \$ 89,850.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 2410 001 Project ID: 2410 TWNA 04.

The office of Mark Design Studios Architecture PC. further requests to utilize the following sub-consultant, Steven Giammona Mechanical Engineering, P.C. dba/ SGM for Mechanical Engineering Services.

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

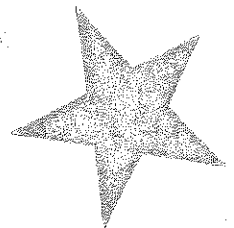
It is hereby requested that the Town Board authorize by Resolution, Mark Design Studios Architecture PC under Contract No. PWC16-24 for On-Call Engineering Services Relative to Building Renovation Services and that, Steven Giammona Mechanical Engineering, P.C. dba/ SGM Engineering be approved as sub-consultant. We also request that the Comptroller be directed to issue an encumbrance order for this purpose.

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

RWL  MR/JP/ik

Attachment

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





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



Requesting Division/Department \_\_\_\_\_

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

Contract Number PWC16-24

Contract Period January 1, 2024 Through December 31, 2025

Consultant/Contractor Mark Design Studios, PC

Discipline Engineering Services Relative to Building Renovation Services

Total Authorization \$89,850.00

Resolution No. 215-2024 Date 3/19/2024

Funded To Date \$0.00

Amount Requested \$89,850.00

Account To Be Used PID 2410 TUNA 04  
D.S.H 1997 20000 000 2410 001

If Capital Account, State The Related Contract Number: DPW24-286

**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.*

Engineering for Interior Alterations at the Town of Oyster Bay Rescue Shelter

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

**DPW Approval**

Signature [Signature]  
Title General Services  
COMMISSIONER  
Date 5/2/24

Signature [Signature]  
Title Commissioner of Public Works  
Date 5/6/24

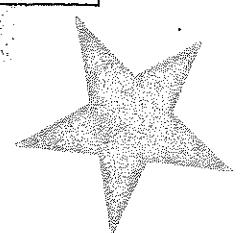
**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 89,850.00

Unencumbered Balance 3,726,269.75

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

Signature [Signature] Date 5/3/24





# 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 1/2/2024

Contract No. PWC16-24

Contract End 12/31/2025

Commencement Date March 19-2024

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

Vendor Name and Address

Mark Design Studios Architecture, PC

270 North Broadway

Hicksville NY 11801

Requesting Town Department General Services

Contact John Piscitello Phone (516) 677-5883

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

Engineering for Interior Alterations at the Town of Oyster Bay Animal Rescue Shelter

**This work order shall not exceed \$ \$89,850.00**

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

Requesting Division/Department

Department of Public Works Approval

Signature [Signature]

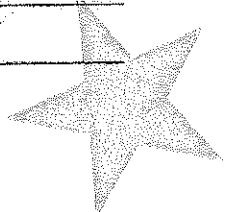
Signature [Signature]

Title COMMISSIONER General Services

Title Commissioner of Public Works

Date 5/2/24

Date 5/6/24



April 23, 2024

Town of Oyster Bay  
Department of Public Works  
Engineering Department  
150 Miller Place  
Syosset, NY 11791

**Re: BUILDING RENOVATION AT TOWN OF OYSTER BAY ANIMAL SHELTER  
PROFESSIONAL SERVICES PROPOSAL**

Dear Commissioner Lenz:

In accordance with our discussions and site investigations, we have prepared the following proposal to reflect the scope of work required for the preparation of construction documents for the renovation of the existing animal shelter at 150 Miller Place in Syosset. The scope of work will include the following:

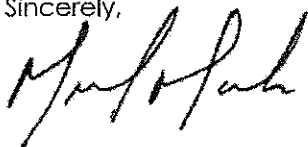
- Replacement of dog kennel systems including transfer door and outdoor pens
- Construction of new dog kennel separation walls
- Replacement of RTU's and tie-in to existing ductwork at kennel wings
- Removal of abandoned infrared heaters in kennel wings
- Renovation of Cattery and Cat visitation area finishes
- Notes & specifications as required
- Time-card construction inspection

All work is to be publicly bid in accordance with NYS General Municipal bid practices and the Town of Oyster Bay procurement requirements.

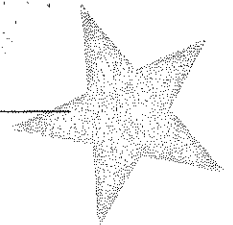
**Mark Design Studios Architecture, P.C.** has enjoyed an ongoing and successful relationship with the Town of Oyster Bay and we look forward to continuing to dedicate ourselves to the level of service required to complete this project in a timely and professional manner.

Thank you for the opportunity to present this proposal and continue to work with the Town of Oyster Bay on enhancing Town properties. Please let us know what other information you may require or any specific questions you may have regarding the information herein presented.

Sincerely,



Michael Mark, AIA  
Principal, Mark Design Studios Architecture, PC



**FORM OF PROPOSAL****SCOPE OF WORK – BUILDING RENOVATION AT TOWN OF OYSTER BAY ANIMAL SHELTER****Mark Design Studios Architecture PC, Hicksville, NY**

In accordance with our discussions and report, we have prepared the following proposal to reflect the scope of work required for the renovation of the existing animal shelter at 150 Miller Place in Syosset. As part of our scope, detailed below, we will prepare drawings and obtain, review and advise on contract quotes or public bids and submittals for use by the Town for these planned improvements. Our office's obligation as defined within this Contract will be to provide the following:

**A/E Services**

Professional design services will include preparing drawings or specifications for the renovation of the existing animal shelter at 150 Miller Place in Syosset.

**Scope of Services**

MDS's services will include the following general tasks:

- Replacement of dog kennel systems including transfer door and outdoor pens
- Construction of new dog kennel separation walls
- Replacement of RTU's and tie-in to existing ductwork at kennel wings
- Removal of abandoned infrared heaters in kennel wings
- Renovation of Cattery and Cat visitation area finishes
- Notes & specifications as required
- Architectural, Structural, MEP design services are included.
- Weekly construction meetings

**Exclusions from Scope of Services**

The following services are not provided by MDS and are excluded from the scope of work:

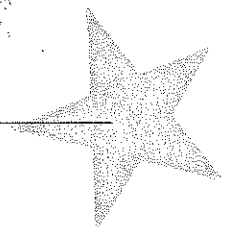
- Hazardous material testing
- SEQR Action recommendations and related work.
- Property Surveys, Utility markout, Soil Borings, Subsurface Investigations and Test Reports.
- Destructive Probes or testing of buried or inaccessible materials.

**Fee Proposal**

MDS will provide all services noted above for a total fee not to exceed **\$89,850**. This fee includes the use of our subconsultant, SGM Engineering, P.C. who will handle M/E/P design for the project.

Invoices will be issued monthly based on the work completed as determined by MDS and approved by TOB. Out-of-Pocket expenses are not anticipated for the scope of work above.

MDS's services include only those outlined above; any additional services requested which are outside of the scope of work above must be approved in writing and will be billed at an agreed to lump sum.





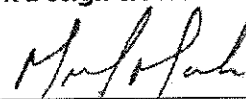
We look forward to working with you on this important project and are prepared to begin work immediately upon authorization. If you have any questions, or require additional information, please feel free to contact me anytime.

**Certification**

This is to certify that the undersigned, Michael Mark, RA, AIA, principal of Mark Design Studios Architecture, PC is entitled to represent the firm, is empowered to submit the Fee Proposal to the Town of Oyster Bay and authorized to sign a contract with the Town.

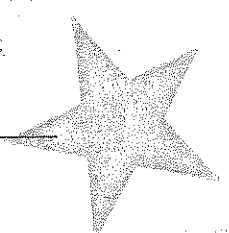
By my signature below, I represent and acknowledge that I am authorized to execute this Contract on behalf of the entity or individual first named above and that, I acknowledge, agree to and accept all of the provisions, terms, conditions, and promises set forth in the within Contract and the attached Terms and Conditions (three pages) which are hereby incorporated herein and made a part of this Contract.

PROPOSED BY:  
**Mark Design Studios Architecture, P.C.**

By:   
Michael Mark, R.A., A.I.A.

ACCEPTED BY:  
**Town of Oyster Bay DPW**

By: \_\_\_\_\_  
Commissioner Richard Lenz (date)





Meeting of March 19, 2024

Resolution No. 215-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated February 26, 2024, advised that in connection with Contract No. PWC16-24, On-Call Engineering Services Relative to Building Renovation Services, the Department of Public Works issued a Request for Proposals ("RFP") to forty eight (48) firms that have demonstrated applicable experience, as detailed in Guideline Nos. 6 and 9 of the Town of Oyster Bay Procurement Policy, and responded to requests from fourteen (14) additional firms, for RFP-related documents, generated by posting the RFP upon the official Town of Oyster Bay website; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that on February 15, 2024, the Division of Engineering, Department of Public Works, received a total of thirteen (13) proposals submitted in response to said RFP, and reviewed the proposals based upon their technical merits, with the reviews conducted in compliance with Guideline Nos. 6 and 9 of the Town of Oyster Bay Procurement Policy, and with all related support documentation filed with, and retained by, said Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the following firms to provide the Town of Oyster Bay with On-Call Engineering Services Relative to Building Renovation Services, under Contract No. PWC16-24, for a two (2) year contract term, commencing, from January 1, 2024 through December 31, 2025, *nunc pro tunc*:

BBS Architects, Landscape Architects & Engineers, P.C.  
John A. Grillo, Architect, P.C.  
Mark Design Studios Architecture, P.C.; and

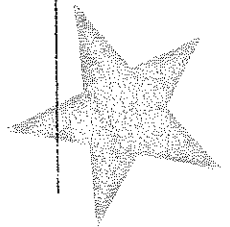
WHEREAS, Commissioner Lenz, by said memorandum, advised that the Town of Oyster Bay has reviewed the proposed vendors' disclosure questionnaires, and has been satisfied that the requirements of the Town Oyster Bay Procurement Policy have been fulfilled; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Department of Public Works shall request Town Board authorization at the time the Town shall require said On-Call Services under Contract No. PWC16-24; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that should any Town Department choose to utilize said On-Call services under Contract No. PWC16-24, said Town Department shall first notify the Commissioner of the Department of Public Works, who shall determine the suitability, and the availability, to perform the requested service(s),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and that BBS Architects, Landscape Architects & Engineers, P.C., B&D

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



Engineers and Architects, D.P.C., and Mark Design Studios Architecture, P.C., are hereby authorized to provide the Town of Oyster Bay with On-Call Engineering Services Relative to Building Renovation Services, under Contract No. PWC16-24, for a two (2) year contract term, commencing, from January 1, 2024 through December 31, 2025, *nunc pro tunc*; and be it further

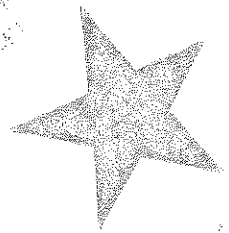
RESOLVED, That the Department of Public Works shall request Town Board authorization at the time the Town shall require said On-Call Services under Contract No. PWC16-24 by a separate memorandum docket; and be it further

RESOLVED, That should any Town Department choose to utilize On-Call services under Contract No. PWC16-24, said Town Department shall first notify the Commissioner of the Department of Public Works, who shall determine the suitability, and the availability, to perform the requested service(s).

#

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Ayc    |
| Councilwoman Johnson | Absent |
| Councilman Imbroto   | Ayc    |
| Councilman Hand      | Ayc    |
| Councilman Labriola  | Ayc    |
| Councilwoman Maier   | Ayc    |
| Councilwoman Walsh   | Ayc    |



WHEREAS, Kristen Bradley, Oyster Bay High School PTSA, by letter dated April 10, 2024, requested the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, from 4:00 p.m. through 11:00 p.m., the posting of temporary "Road Closure" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, on Thursday, May 30, 2024, for the High School PTSA's "Taste of the Town" event; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 6, 2024, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Division has no objection to providing the Oyster Bay High School PTSA with the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, from 4:00 p.m. through 11:00 p.m., the posting of temporary "Road Closure" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the PTSA's "Taste of the Town" event on Thursday, May 30, 2024; 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,

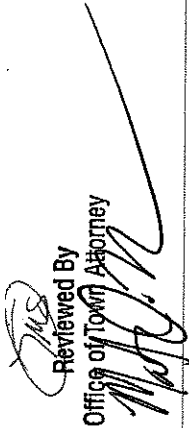
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works, Highway Division is hereby authorized to provide the Oyster Bay High School PTSA with the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, from 4:00 p.m. through 11:00 p.m., the posting of temporary "Road Closure" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the PTSA's "Taste of the Town" event on Thursday, May 30, 2024, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner, Highway Department, or his duly authorized designee.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains general liability insurance, in the amounts of \$1,000,000.00 for each occurrence, and \$2,000,000.00 in the general aggregate, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

|                      |     |
|----------------------|-----|
| Supervisor Saladino  | Ayc |
| Councilwoman Johnson | Ayc |
| Councilman Imbroto   | Ayc |
| Councilman Iland     | Ayc |
| Councilman Labriola  | Ayc |
| Councilwoman Maier   | Ayc |
| Councilwoman Walsh   | Ayc |

Reviewed By  
 Office of Town Attorney  


## TOWN OF OYSTER BAY

## Inter-Departmental Memo

May 6, 2024

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** OYSTER BAY HIGH SCHOOL PTSA "TASTE OF THE TOWN" EVENT  
THURSDAY, MAY 30<sup>TH</sup> 2024

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Enclosed please find letter from Kristen Bradley, requesting our assistance on behalf of Oyster Bay High School PTSA in hosting their "Taste of the Town" Event on Thursday, May 30<sup>th</sup> 2024

The Highway Division has no objection to the closure of East Main Street in Oyster Bay, between Spring Street and South Street for the event. The Organization is requesting the posting of temporary 'Road Closure' signs from 4:00 P.M. through 11:00 P.M. on the above mentioned date and will be pleased to provide fifteen (15) barricades and twenty (20) cones for the event as well.

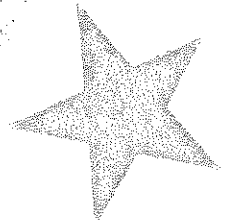
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement for this event. Therefore, Town Board approval is requested.

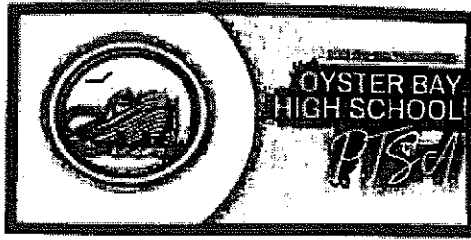


RICHARD W. LENZ, P.E. COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/kaz

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





**Oyster Bay High School PTSA**  
**150 East Main Street, Oyster Bay, NY 11771**

Jennifer Scamell  
12 Jordan Avenue  
Oyster Bay, New York  
(917) 748-9317  
jjscamell@gmail.com

April 10, 2024

Town of Oyster Bay  
Highway Division  
150 Miller Place  
Syosset, NY 11791

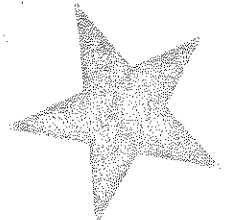
Dear Mrs. Zervos:

The Oyster Bay High School PTSA would like to formally request that East Main Street be closed between South Street and Spring Street in Oyster Bay from 4 pm to 11 pm on May 30, 2024, for our annual Taste of the Town fundraising event. We will need barricades to close East Main Street at the Spring and South Street intersections.

Thank you for your consideration, and please contact me if you need any further information.

Sincerely,

  
Jennifer Scamell





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2024

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

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

|  |  |                                      |                              |
|--|--|--------------------------------------|------------------------------|
| PRODUCER<br>AIM Association Insurance Management, Inc.<br>PO Box 674051<br>Dallas TX, 75267-4051 | CONTACT NAME: AIM                              | PHONE (A/C, No, Ext): 1-800-876-4044 | FAX (A/C, No): (214)360-0802 |
|  | E-MAIL ADDRESS: aim@aim-companies.com          |                                      |                              |
| INSURED<br>10-433 Oyster Bay High School PTSA<br>150 E Main St<br>Oyster Bay, NY 11771-2496      | INSURER(S) AFFORDING COVERAGE                  |                                      | NAIC #                       |
|  | INSURER A: Concert Specialty Insurance Company |                                      |                              |
|  | INSURER B:                                     |                                      |                              |
|  | INSURER C:                                     |                                      |                              |
|  | INSURER D:                                     |                                      |                              |
|  | INSURER E:                                     |                                      |                              |

### 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        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                | Y         | N        | GL2023AIM09950                   | 07/10/2023              | 07/01/2024              | EACH OCCURRENCE \$ 2,000,000                      |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000   |           |          |                                  |                         |                         |   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   |           |          |                                  |                         |                         | MED EXP (Any one person) \$ 5,000                 |
|          |  |           |          |                                  |                         |                         | PERSONAL & ADV INJURY \$ 2,000,000                |
|          |  |           |          |                                  |                         |                         | GENERAL AGGREGATE \$ 2,000,000                    |
|          |  |           |          |                                  |                         |                         | PRODUCTS - COM/PROP AGG \$ 2,000,000              |
|          |  |           |          |                                  |                         |                         | Sexual Abuse and Molestation \$ 1,000,000         |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS                               |           |          | GL2023AIM09950                   | 07/10/2023              | 07/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |          |                                  |                         |                         | BODILY INJURY (Per person) \$                     |
|          |  |           |          |                                  |                         |                         | BODILY INJURY (Per accident) \$                   |
|          |  |           |          |                                  |                         |                         | PROPERTY DAMAGE (Per accident) \$                 |
|          |  |           |          |                                  |                         |                         | \$  |
|          | UMBRELLA LIAB<br>EXCESS LIAB   |           |          | N/A                              |                         |                         | EACH OCCURRENCE \$                                |
|          | DED RETENTION \$   |           |          |                                  |                         |                         | AGGREGATE \$                                      |
|          |  |           |          |                                  |                         |                         | \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N       | N/A      | N/A                              |                         |                         | WC STATU-TORY LIMITS                              |
|          |  |           |          |                                  |                         |                         | OTH-ER  |
|          |  |           |          |                                  |                         |                         | E.L. EACH ACCIDENT \$                             |
|          |  |           |          |                                  |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                     |
|          |  |           |          |                                  |                         |                         | E.L. DISEASE - POLICY LIMIT \$                    |
| A        | Officers Liability<br>Commercial Crime (Fidelity Bond)   |           |          | DO2023AIM08884<br>CR2023AIM07897 | 07/10/2023              | 07/01/2024              | Aggregate \$1,000,000<br>Each Occurrence \$50,000 |

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

Town of Oyster Bay - Highway Dept is added as an Additional Insured to the General liability policy only.  
Event: Taste of the Town - Fundraiser  
Date: 5/2/2024 4-11 PM

### CERTIFICATE HOLDER

### CANCELLATION

Town of Oyster Bay - Highway Dept  
150 Miller Place  
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

Reviewed By  
Office of Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CERTIFICATE CHANGES

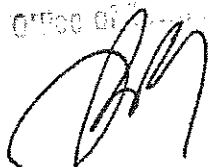
Certificate Change Number: 1

|   |   |   |
|---|---|---|
| CERTIFICATE NUMBER<br>GL2023AIM09950  | CERTIFICATE CHANGES<br>EFFECTIVE<br>4/11/2024 | COMPANY<br>Concert Specialty Insurance Company<br>1701 Golf Road, Suite 1-1110<br>Rolling Meadows, IL 60008 |
| NAMED INSURED<br>10-433 Oyster Bay High School PTSA<br><br>INSURED #: NY1173305   |   | AUTHORIZED REPRESENTATIVE<br><br>Elgin B Allen, Jr.   |
| COVERAGE PARTS AFFECTED<br><br>Commercial General Liability   |   |   |
| CHANGES<br><br>The attached <b>Additional Insured- Designated Person or Organization</b> , form CG 20 26 12 19 reflecting the below person or organization is attached to, and made part of the above certificate effective as of the date indicated above at 12:01 A.M., Standard Time.<br><br>Town of Oyster Bay - Highway Dept<br><br>150 Miller Place Syosset, NY 11791 |   |   |



Authorized Representative Signature

Issue Date: 4/11/2024

prev. 11/1/2023  
OFFICE OF THE SUPERVISOR OF INSURANCE  


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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Town of Oyster Bay - Highway Dept

150 Miller Place Syosset, NY 11791

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.

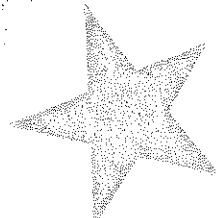

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Reviewed By  
Office of Town Agency





POLICY NUMBER  
MEMBER CERTIFICATE NUMBER:  
GL2023AIM09950

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

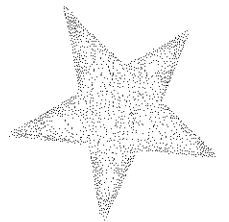
### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Approved By  
Office of Town Attorney



Harmless Agreement for Use of Town Property

This Agreement with the Town of Oyster Bay (TOWN) is entered into this 30<sup>th</sup> day of May 2024 by OBHS PTSA (hereinafter "PERMITEE") Whereas, the Permittee has entered into an agreement with the Town regarding an event and desires to use Town of Oyster Bay property and/or equipment and/or described as: Fundraising event TASTE OF THE TOWN to be held at East J Main Street between South Street and Spring Street.

for the event described as TASTE OF THE TOWN which is scheduled for the following dates (include setup, clean up and rain dates): 5/30/24 4-11pm

The event for which the property and/or equipment is requested () is () is not a profit making event.

By acceptance of a permit issued for this event activity by the TOWN, and in consideration of the Town granting the Permittee permission to temporarily use Town property and/or equipment, the Permittee, by the authorized signature of the undersigned, hereby agrees to assume all liability and risk of loss, arising out of the actions and activities and negligence of the Permittee and its agents, employees, servants and volunteers, 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 Permittee 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 Permittee's use of the Town property and/or equipment, except to the extent the Town's negligence contributed thereto. The Permittee agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to defend and protect the Town and its employees, against any and all claims for the loss and/or expense or suits for damages to persons or any property, arising from Permittee's use of Town property and/or equipment, except to the extent that any negligence of the Town contributed thereto.

Further, the Permittee agrees to provide evidence (by providing a Certificate of Insurance and additional insured endorsements), upon permit application, that it has obtained General or Special Event Liability Insurance coverage in which the Town has been named as an Additional Insured, providing coverage in force during the course of the Permitted event, including the opening date, the closing date, set up date(s), breakdown date(s) and rain date(s), in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, \$500,000 property damage and, where appropriate, \$2,000,000 products liability. Liquor liability insurance, in the amount of \$1,000,000, on which the Town is named as an additional insured, must also be obtained and submitted with the permit application whenever alcohol is to be served or sold as part of the Permitted event. Alcohol shall not be served or sold at a Permitted event unless Permittee obtains approval from the State Liquor authority and a waiver by the Town Board of the applicable Town Code Provisions.

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 Permittee:

OBHS PTSA

Address of Permittee:

150 E. Main Street

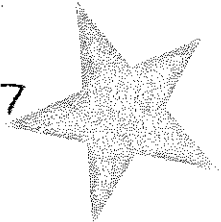
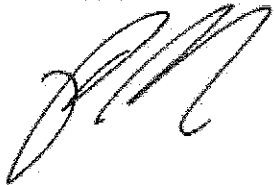
Oyster Bay, NY 11771

By: Jennifer L. Scandell  
Authorized Representative

Title Co-President PTSA

Telephone Number: 917 748-9317

Reviewed By  
of Town Attorney





Reviewed By  
Office of Town Attorney

WHEREAS, Anna Gallo-Villella, Locust Valley Chamber of Commerce, Inc., P.O. Box 178, Locust Valley, New York 11560, by letter dated May 2, 2024, requested the use of twelve (12) complete barricades, and the closure of the area located on the west side of the median located on Birch Hill Road, starting at Forest Avenue going to Elm Street, Locust Valley, as well as a portion of Elm Street, adjacent to the train tracks from the police booth to the train station, for its Car Show, to be held on Sunday, June 2, 2024, from 11:00 a.m. through 2:00 p.m, with a rain date of Sunday June 9, 2024.; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 6, 2024, advised that the Highway Division is able to, and will, provide twelve (12) complete barricades for Sunday, June 2, 2024, from 11:00 a.m. through 2:00 p.m. and has no objection to the street closures as requested; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works is hereby authorized to provide twelve (12) complete barricades, and the closure of the area located on the west side of the median located on Birch Hill Road, starting at Forest Avenue going to Elm Street, Locust Valley as well as a portion of Elm Street, adjacent to the train tracks from the police booth to the train station, for its Car Show, to be held on Sunday, June 2, 2024, from 11:00 a.m. through 2:00 p.m., subject to the following conditions:

1. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative.
2. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the afore-described activities and its use of Town property and equipment.
3. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general agreement of \$2,000,000, and naming the Town as an additional insured in connection with the afore-described activities.

-#-

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

May 6, 2024

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** LOCUST VALLEY CHAMBER OF COMMERCE  
LOCUST VALLEY CAR SHOW  
JUNE 2<sup>ND</sup> 2024 (RAIN DATE JUNE 9<sup>TH</sup> 2024)


---

Enclosed please find a copy of the letter from Anna Gallo-Villella, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting a Car Show on Sunday, June 2<sup>nd</sup> 2024 from 11:00 am to 2:00 pm with a rain date of Sunday, June 9<sup>th</sup> 2024.

The Highway Division has no objection to the Locust Valley Chamber of Commerce using the area requested which is the west side of the median located on Birch Hill Road, starting at Forest Avenue going to Elm Street in Locust Valley as well as a portion of Elm Street, adjacent to the train tracks from the police booth to the train station, for the above-mentioned date and times for their event.

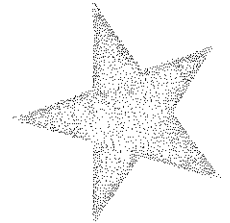
In addition, the Highway Division will be pleased to provide twelve (12) complete barricades for the event as well.

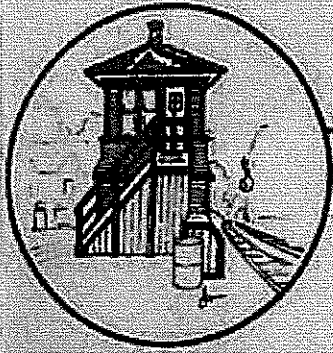
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.

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

JCT/kaz

C: Richard W. Lenz, P.E., Commissioner DPW  
 Peter Brown, General Foreman  
 Justin McCaffrey, Commissioner, Public Safety Department  
 James McCaffrey, Director of Operations





Locust Valley Chamber of Commerce

P.O. Box 178

Locust Valley, New York 11560

[www.locustvalleychamber.com](http://www.locustvalleychamber.com)

05/02/24

Town of Oyster Bay – Chief Deputy Commissioner

Mr. John Tassone

Attn: Kim Zervos

Email: [kzervos@oysterbay-ny.gov](mailto:kzervos@oysterbay-ny.gov)

Phone: #516-677-5839

**AMMENDED WITH RAIN DATE**

Dear Mr. John Tassone,

Please note we are requesting a road closure for our newer event,

Locust Valley Car Show which we are calling LVCC Cars & Art.

This event is scheduled to take place on Sunday, June 2<sup>nd</sup>, 2024 with a Rain date for the following Sunday, June 9<sup>th</sup>, 2024.

The area requested to be closed is the west side of the median located on Birch Hill Road, starting at Forest Avenue to Elm Street. The turn out last year was amazing so we are asking to also to close a portion of Elm Street, from the corner of the Birch Hill heading eastward down Elm Street just past the Rail Road Station House – I believe it would be best to do where the fork in the road is. I will send a photo to better explain. I would also like to use Thomas Park for this event this year. The participation last year was so good that I think usage of the park would be helpful to spread the event out. I will have insurance information sent over shortly.

Thank you in advance.

Anna Gallo Villella

Locust Valley Chamber of Commerce





POLICY NUMBER: NBP2552681D

COMMERCIAL GENERAL LIABILITY  
CG 20 28 07 04

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

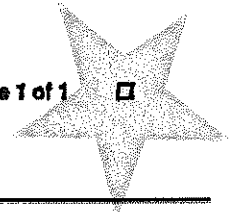
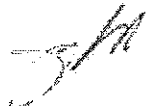
**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s)  |
|--|
| Town of Oyster Bay<br>150 Miller Place<br>Syosset, NY 11791  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

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

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

Reviewed By  
Office of Town Attorney





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| Town of Oyster Bay<br>150 Miller Place<br>Syosset, NY 11791  |                                   |
| 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

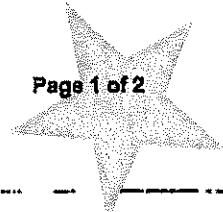
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed By  
Office of Town Attorney



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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Reviewed By  
Office of Town Attorney



**Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement with the Town of Oyster Bay (TOWN) is entered into this 2nd day of May, 2024, by Locust Valley Chamber (hereinafter "PERMITTEE"). Whereas, the Permittee has entered into an agreement with the Town regarding an event and desires to use Town of Oyster Bay property and/or equipment located at/or described as

Locust Valley Chamber of Commerce

CRUIS + ART SHOW 2024

for the event described as

Beach Club Road Extension - Elm Street - Park of Thomas Park.

which is scheduled for the following dates (include setup, clean up and rain dates):

Date Sun. 6/2/24 Rain Date Sun. 6/9/24.

The event for which the property and/or equipment is requested  is  is not a profit making event.

By acceptance of a permit issued for this event/activity by the TOWN, and in consideration of the Town granting the Permittee permission to temporarily use Town property and/or equipment, the Permittee, by the authorized signature of the undersigned, hereby agrees to assume all liability and risk of loss, arising out of the actions and activities and negligence of the Permittee and its agents, employees, servants and volunteers, 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 Permittee 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 Permittee's use of the Town property and/or equipment, except to the extent the Town's negligence contributed thereto. The Permittee agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to defend and protect the Town and its employees, against any and all claims for the loss and/or expense or suits for damage to persons or any property, arising from Permittee's use of Town property and/or equipment, except to the extent that any negligence of the Town contributed thereto.

Further, the Permittee agrees to provide evidence (by providing a Certificate of Insurance and additional insured endorsements), upon permit application, that it has obtained General or Special Event Liability Insurance coverage on which the Town has been named as an Additional Insured, providing coverage in force during the course of the Permitted event, including the opening date, the closing date, set-up date(s), breakdown date(s) and rain date(s), in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, \$500,000 property damage and, where appropriate, \$2,000,000 products liability. Liquor liability insurance, in the amount of \$1,000,000, on which the Town is named as an additional insured, must also be obtained and submitted with the permit application whenever alcohol is to be served or sold as part of the Permitted event. Alcohol shall not be served or sold at a Permitted event unless Permittee obtains approval from the State Liquor authority and a waiver by the Town Board of the applicable Town Code Provisions.

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.

Reviewed By  
Office of Town Attorney

*[Handwritten Signature]*

Name of Permittee:

Locust Valley Chamber of

Address of Permittee:

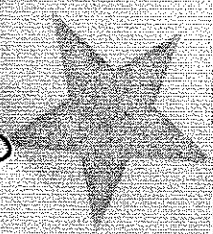
P.O. Box 178

Locust Valley NY 11560

By: [Handwritten Signature]  
Authorized Representative

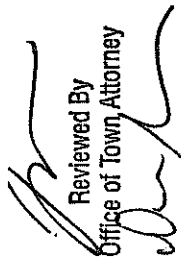
Title: President LVEC

Telephone Number: 516.721.0200





Reviewed By  
Office of Town Attorney



WHEREAS, Amy Reilly Hanley, Executive Director, Oyster Bay-East Norwich Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated January 11, 2024, has requested the use of fifteen (15) complete barricades, twenty (20) orange traffic cones, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, to the corner of Maxwell Avenue, the closure of Spring Street from West Main Street North to lower Audrey Avenue, Oyster Bay, and the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, Oyster Bay, and Fireman's Field, for its Classic Car Cruise Nights, to be held every Tuesday evening from 5:00 p.m. through 10:00 p.m., from May 28, 2024 through September 10, 2024. The events are to be held on Audrey Avenue from South Street past the Town Hall buildings to the Railroad Plaza, including Municipal Parking Field 0-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Avenue, Oyster Bay; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 6, 2024, advised that the Highway Division has no objection to providing fifteen (15) complete barricades, twenty (20) orange traffic cones, and the street closures and use of municipal parking fields as requested; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Oyster Bay-East Norwich Chamber of Commerce will supply and install and remove the temporary "No Parking" signs every Tuesday evening during Cruise Nights from May 28, 2024 through September 10, 2024; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works, Highway Division is hereby authorized to provide the Oyster Bay-East Norwich Chamber of Commerce, Inc. fifteen (15) complete barricades, twenty (20) orange traffic cones, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street North to lower Audrey Avenue and then along the southerly edge of the Gazebo triangle to its western corner, Oyster Bay, the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, and the use of Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening from 5:00 p.m. through 10:00 p.m., from May 28, 2024 through September 10, 2024, subject to the following conditions:

1. The Oyster Bay Chamber of Commerce, Inc., will itself supply, install, and remove the temporary "No Parking" signs required for this event;

2. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative;

3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforescribed activities and its use of Town property;

4. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured in connection with the aforescribed activities; and

-#-

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

May 6, 2024

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** THE OYSTER BAY-EAST NORWICH CHAMBER OF COMMERCE  
CLASSIC CRUISE NIGHTS – TO BE HELD TUESDAY EVENINGS  
MAY 28<sup>TH</sup> THROUGH SEPTEMBER 10<sup>TH</sup> 2024

---

Enclosed please find a copy of the letter from Ryan Schlotter, Chamber President, requesting our assistance on behalf of the Oyster Bay-East Norwich Chamber of Commerce in hosting Classic Cruise Nights every Tuesday evening on Audrey Avenue in Oyster Bay from May 28<sup>th</sup> 2024 through September 10<sup>th</sup> 2024.

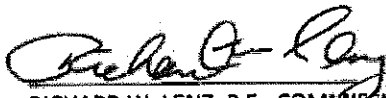
The Highway Division has no objection to the Oyster Bay-East Norwich Chamber of Commerce utilizing Audrey Avenue, lower Audrey Avenue and Spring Street in Oyster Bay every Tuesday evening from 5:00 pm until 10:00 pm while hosting the Classic Cruise Nights from May 28<sup>th</sup> 2024 through September 10<sup>th</sup> 2024. The event is to be held on Audrey Avenue from South Street, past the Town Hall buildings down to the Railroad Plaza, including Municipal Parking Field O-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Avenue. The Cruise Night Committee, in an effort to ease congestion, is requesting the use of fireman's field to stage cars prior to the 5:30 pm start time.

In addition, the Organization has made arrangements to facilitate traffic flow with parents picking up children at Oyster Babies (Children's Day Care Center) on Audrey Avenue in Oyster Bay.

Further, the Oyster Bay-East Norwich Chamber of Commerce will supply and install the temporary "No Parking" signs every Tuesday evening during Cruise Nights from May 28<sup>th</sup> 2024 through September 10<sup>th</sup> 2024 and insures that the area residents will not be inconvenienced in any way by this event.

The Highway Division will be pleased to provide fifteen (15) complete barricades and twenty (20) orange cones for Classic Cruise Nights.

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



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

RWL/kaz  
Attachments

C: Richard L. LaMarca, Town Clerk  
Peter Brown, General Foreman 002  
John C. Tassone, Chief Deputy Commissioner

Grace SantaMaria, Highway Administration  
Justin McCaffrey, Commissioner of Public Safety  
Cathy McWilliams, Department of Parks





## 2024 BOARD OF DIRECTORS

### Officers

Ryan Schlotter - President  
Ravin Chetram - Vice President  
Susan Dembo - Secretary  
Margaret Ross - Treasurer

### Executive Director

Amy Reilly Hanley

### Directors

Scott Brekne  
Robert L. Brusca, Esq.  
Laura Escobar  
Tanya Espinal  
Rich LaMarca  
Meredith Maus  
Thomas Milana, Jr.  
Dawn Riley  
Margaret Ross  
Dana Pagliara  
Christopher Salvo, Esq.  
Dottie Simons

### National Park Service Liaison

Jonathan Parker

### Past Presidents

Michele Browner  
Alex Gallego

### Board Members Emeriti

Austin Azzaretto  
Paige Dawson  
Alex Gallego

PO Box 21  
Oyster Bay, New York 11771  
(516) 259-1842  
info@visitoysterbay.com

January 11, 2024

Richard Lenz, Commissioner  
Town of Oyster Bay DPW, Highway Division  
150 Miller Place  
Syosset, NY 11791

Dear Mr. Lenz and Mr. Tassone:

The Oyster Bay-East Norwich Chamber of Commerce is pleased to request permission to operate Cruise Nights in Oyster Bay Hamlet on Tuesday evenings from May 28, 2024 to September 10, 2024.

- Updated signage around the footprint of the event with no parking Tuesdays.
- Closure of Audrey Ave (from South Street past Spring, down Lower Audrey Avenue to the Railroad Museum, and to the corner of Maxwell Avenue).
- Closure of Spring Street (from West Main Street north to lower Audrey Avenue).
- Use of the Municipal parking lot on the east side of lower Audrey Avenue.
- Permit from 5:00 p.m. with barricades being raised and street closures at 5:00 p.m. until 10pm
- Use of 15 barricades, 20 cones.

The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured will be resent at a later date.

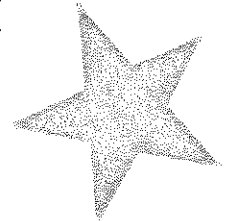
If approved, we ask that a copy of the resolution and a permit be sent to Oyster Bay-East Norwich Chamber of Commerce: PO Box 21, Oyster Bay, NY 11771 and emailed to [info@visitoysterbay.com](mailto:info@visitoysterbay.com).

We thank the Town for all its cooperation and assistance in making this annual event a success.

If there are any questions, please contact Amy Reilly Hanley at 917-302-1542.

Sincerely,

Amy Reilly Hanley  
Executive Director  
Oyster Bay – East Norwich Chamber







OYSTBAY-02

BSABELLA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2024

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

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

|   |   |                                      |
|---|---|--------------------------------------|
| <b>PRODUCER</b><br>Brooks Robb & Callahan<br>PO Box 118<br>Oyster Bay, NY 11771 | <b>CONTACT NAME:</b> Brian Sabella          |                                      |
|   | <b>PHONE (A/C, No, Ext):</b> (516) 922-6500 | <b>FAX (A/C, No):</b> (516) 922-6272 |
| <b>E-MAIL ADDRESS:</b> bsabella@brcinsurance.com                                |   |                                      |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                        |
| <b>INSURER A:</b> Hartford Casualty Insurance Company                           |   | 29424                                |
| <b>INSURER B:</b>   |   |                                      |
| <b>INSURER C:</b>   |   |                                      |
| <b>INSURER D:</b>   |   |                                      |
| <b>INSURER E:</b>   |   |                                      |
| <b>INSURER F:</b>   |   |                                      |

**INSURED**

Oyster Bay East Norwich Chamber of Commerce  
 PO Box 21  
 Oyster Bay, NY 11771

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

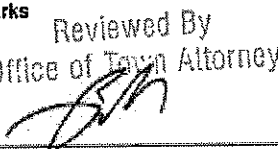

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | 12SBMUQ3886   | 5/10/2024               | 5/10/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 12SBMUQ3886   | 5/10/2024               | 5/10/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Event: Classic Cruise Night events from 05/30/2023-09/05/2023.  
 Certificate holder is included as Additional Insured per the Business Liability coverage form SS 00 08.

### CERTIFICATE HOLDER

### CANCELLATION

|   |  |
|---|--|
| Town of Oyster Bay Dept of Parks<br>150 Miller Place<br>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. |
| Reviewed By<br>Office of Town Attorney<br> | AUTHORIZED REPRESENTATIVE<br>   |

POLICY NUMBER: 12 SBM UQ3886



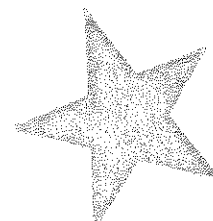
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

LOC 001 BLDG 001  
TOWN OF OYSTER BAY DEPT OF PARKS  
150 MILLER PL,  
SYOSSET, NY 11771

Revised By  
Office of Town Attorney

A handwritten signature in black ink, appearing to be 'DR' or similar initials.



POLICY NUMBER: 12 SBM UQ3886



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

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001  
ISLAND PROPERTIES, LLC  
255 SOUTH ST  
OYSTER BAY NY 11771

LOC 001 BLDG 001  
OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB,  
NEW YORK AUTO FEST, TOWN OF OYSTER BAY  
PO BOX 132  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS  
150 MILLER PL  
SYOSSET, NY 11791

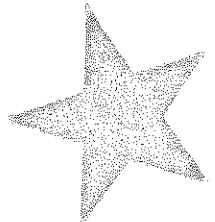
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY  
150 MILLER PL  
SYOSSET, NY 11791

OYSTER BAY WATER DISTRICT  
45 AUDREY AVE  
OYSTER BAY, NY 11771  
LOC 001 BLDG 001  
RENAISSANCE PROPERTY ASSOC  
255 SOUTH ST  
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY DEPT OF PARKS  
150 MILLER PL  
SYOSSET, NY 11791

VERIZON  
2020 WANTAGH AVE  
WANTAGH, NY 11793  
LOC 001 BLDG 001  
PSEG  
176 EAST OLD COUNTRY ROAD  
HICKSVILLE, NY 11801

Reviewed By  
Office of Town Attorney



POLICY NUMBER: 12 SBM UQ3886



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

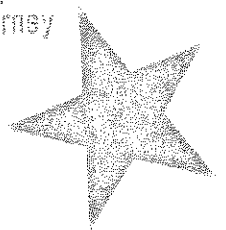
ADDITIONAL INSURED - PERSON-ORGANIZATION

TOWN OF OYSTER BAY  
45 AUDREY AVE  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
PSEG LONG ISLAND LLC, T&D MANAGER ACTING AS AGENT  
&/ON BEHALF OF LIPA- LIGHTING & ATTACHMENTS  
1650 ISLIP AVE,  
BRENTWOOD, NY 11771

Reviewed By  
Title or Town Attorney

A handwritten signature in black ink, appearing to be 'JMA', located below the printed text 'Reviewed By'.



POLICY NUMBER: 12 SBM UQ3886

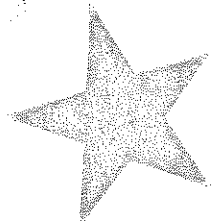


**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

Reviewed By  
Office of Town Attorney

A handwritten signature in black ink, appearing to be initials or a name, written over the text 'Office of Town Attorney'.



POLICY NUMBER: 12 SBM UQ3886



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

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

LOC 001 BLDG 001  
TOWN OF OYSTER BAY  
150 MILLER PL  
SYOSSET, NY 11791

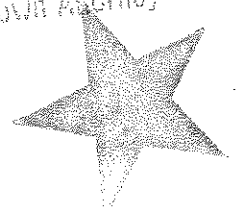
TOWN OF OYSTER BAY  
DEPT OF PUBLIC WORKS/HIGHWAY  
150 MILLER PLACE  
SYOSSET, NY 11791

LOC 001 BLDG 001  
TOWN OF OYSTER BAY  
54 AUDREY AVE,  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
TOWN OF OYSTER BAY  
54 AUDREY AVE  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
OYSTER BAY WATER DISTRICT, INCLUDING IT'S APPOINTED AND ELECTED  
OFFICIALS AND EMPLOYEES  
45 AUDREY AVE

Office of Town Attorney



POLICY NUMBER: 12 SBM UQ3886



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

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

OYSTER BAY, NY 11771

Reviewed By  
Office of Town Attorney

**Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 12<sup>th</sup> day of Feb 2023, by O BEN Chamber  
(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  
5/29/24 through 9/10/24.

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

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

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

Name of Organization:

O BEN Chamber of Commerce

Address of Organization:

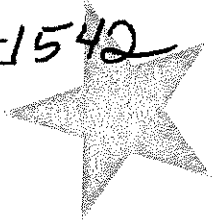
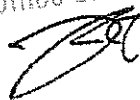
PO Box 21  
Oyster Bay, NY 11771

By: Amy Hanley  
Authorized Representative

Title: Executive Director

Telephone Number: 917-302-1542

Reviewed By  
Office of Town Attorney







RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 11<sup>th</sup> day of June, 2024, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of JTEAM29 LLC, fee owner, for the granting of a Special Use Permit to allow for the erection of a one-story car wash building with a footprint of 3,828.5 square feet with a detached garage for the operation of a car wash, and for approval of related site improvements. on premises located in a General Business ("GB") District, at 25 Pine Hollow Road, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 4, Lots 5-16, on the Land and Tax Map of Nassau County, and for approval of related site improvements; 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.

-#-

*John P. ...*  
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  
*John M. ...*

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, June 11, 2024, 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 JTEAM29 LLC, fee owner, for the granting of a Special Use Permit to allow for the erection of a one-story car wash building with a footprint of 3,828.5 square feet with a detached garage for the operation of a car wash, and for approval of related site improvements, on premises located in a General Business ("GB") District, at 25 Pine Hollow Road, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 4, Lots 5-16, 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](mailto: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: May 7, 2024, Oyster Bay, New York.

399

Town of Oyster Bay  
Inter-Departmental Memo

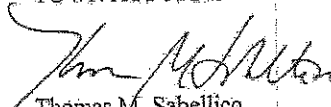
**TO :** MEMORANDUM DOCKET  
**FROM :** OFFICE OF THE TOWN ATTORNEY  
**DATE :** May 7, 2024  
**SUBJECT:** JTEAM29 LLC, fee owner  
Special Use Permit and Site Plan Approval  
Premises: 25 Pine Hollow Road, Oyster Bay  
Section 27, Block 4, Lots 5-16

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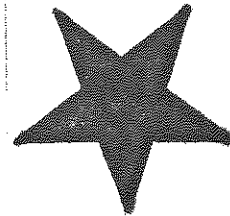
It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on June 11, 2024 at 10:00 a.m., in connection with the above referenced matter.

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 May 21, 2024 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel

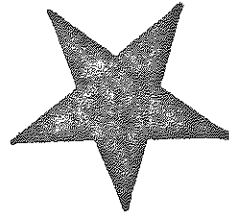
TMS:nb  
Enclosure



*John Pollock*  
Reviewed By  
Office of Town Attorney

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 11<sup>th</sup> day of June, 2024, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of JTEAM29 LLC, fee owner, for the granting of a Special Use Permit to allow for the erection of a one-story car wash building with a footprint of 3,828.5 square feet with a detached garage for the operation of a car wash, and for approval of related site improvements, on premises located in a General Business ("GB") District, at 25 Pine Hollow Road, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 4, Lots 5-16, on the Land and Tax Map of Nassau County, and for approval of related site improvements; 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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PUBLIC NOTICE

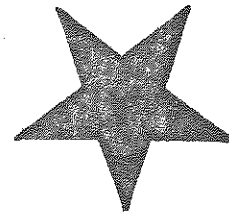
NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, June 11, 2024, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from JTEAM29 LLC, fee owner, for the granting of a Special Use Permit to allow for the erection of a one-story car wash building with a footprint of 3,828.5 square feet with a detached garage for the operation of a car wash, and for approval of related site improvements, on premises located in a General Business ("GB") District, at 25 Pine Hollow Road, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 4, Lots 5-16, 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](mailto: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: May 7, 2024, Oyster Bay, New York.



*JK*  
Reviewed By  
Office of Town Attorney  
*John McArthur*

WHEREAS, Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the local police to pursue other important aspects of maintaining order within the Town of Oyster Bay; and

WHEREAS, said activities of the Auxiliary Police preserve the public peace and good order and promote the safety and general welfare within the Town; and

WHEREAS, the Town Board deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated May 8, 2024, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit for the term of May 1, 2024 through April 30, 2025, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town,

Reviewed By  
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized to enter into agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2024 through April 30, 2025, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payments for same, upon submission of duly certified claims therefor, after audit, with said funds to be drawn from Account No. TWN A 1989 47900 000 0000.

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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  | Ayc |
| Councilwoman Johnson | Ayc |
| Councilman Imbroto   | Ayc |
| Councilman Hand      | Ayc |
| Councilman Labriola  | Ayc |
| Councilwoman Maier   | Ayc |
| Councilwoman Walsh   | Ayc |

400

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : May 8, 2024  
**SUBJECT**: Auxiliary Police


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Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the local police to pursue other important aspects of maintaining order within the Town of Oyster Bay.

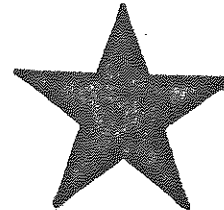
The Town deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town. It would be beneficial, therefore, for the Town to enter into agreements with the Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview Auxiliary Units, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2024 through April 30, 2025, *nunc pro tunc*. The funds will be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town. The Town Attorney's Office therefore requests Town Board approval for the Supervisor or his designee to execute the agreements with the Auxiliary Police.

The funds for said payment are to be drawn from Account No. TWN A 1989 47900  
000 0000.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey A. Lesser  
Deputy Town Attorney

JAL:jal  
Attachment





Reviewed By  
Office of Town Attorney



WHEREAS, Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the local police to pursue other important aspects of maintaining order within the Town of Oyster Bay; and

WHEREAS, said activities of the Auxiliary Police preserve the public peace and good order and promote the safety and general welfare within the Town; and

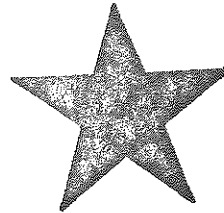
WHEREAS, the Town Board deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated May 8, 2024, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit for the term of May 1, 2024 through April 30, 2025, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized to enter into agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2024 through April 30, 2025, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payments for same, upon submission of duly certified claims therefor, after audit, with said funds to be drawn from Account No. TWN A 1989 47900 000 0000.

#



AGREEMENT

DATED: \_\_\_\_\_, 2024

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

MASSAPEQUA AUXILIARY POLICE UNIT 316, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

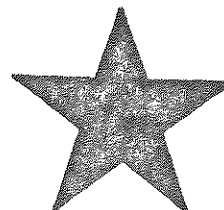
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

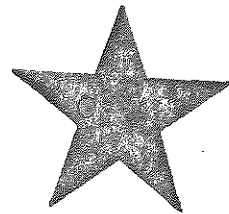
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2024 through and including April 30, 4, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



TOWN OF OYSTER BAY

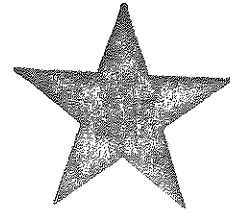
BY: \_\_\_\_\_

MASSAPEQUA AUXILIARY POLICE UNIT 316

\_\_\_\_\_  
Inspector For Unit 316

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney



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

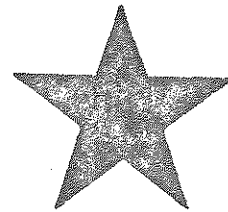
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



AGREEMENT

DATED: \_\_\_\_\_, 2024

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

MASSAPEQUA PARK AUXILIARY POLICE UNIT 315, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

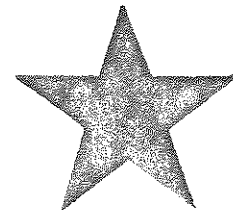
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

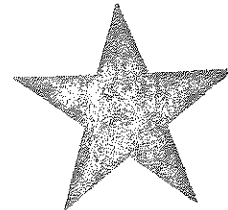
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2024 through and including April 30, 2025, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



TOWN OF OYSTER BAY

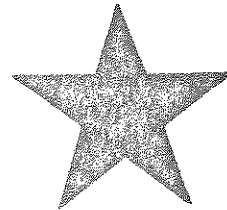
BY: \_\_\_\_\_

MASSAPEQUA PARK AUXILIARY POLICE  
UNIT 315

\_\_\_\_\_  
Inspector For Unit 315

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





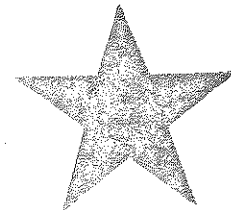




control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2024 through and including April 30, 2025, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



TOWN OF OYSTER BAY

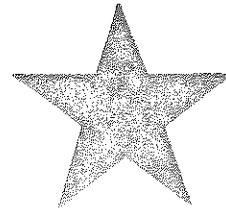
BY: \_\_\_\_\_

PLAINVIEW AUXILIARY POLICE UNIT 317

\_\_\_\_\_  
Inspector For Unit 317

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





AGREEMENT

DATED: \_\_\_\_\_, 2024

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

OYSTER BAY AUXILIARY POLICE UNIT 306, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

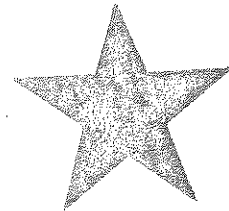
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

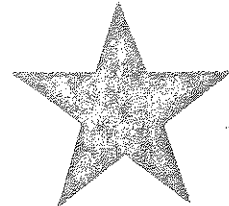
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2024 through and including April 30, 2025, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



TOWN OF OYSTER BAY

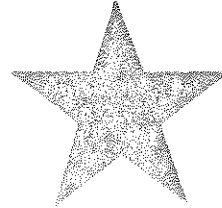
BY: \_\_\_\_\_

OYSTER BAY AUXILIARY POLICE  
UNIT 306

\_\_\_\_\_  
Inspector For Unit 306

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





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

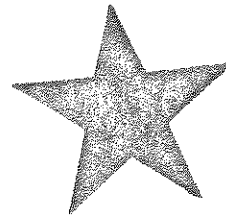
On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

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

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

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



AGREEMENT

DATED: \_\_\_\_\_, 2024

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

FARMINGDALE AUXILIARY POLICE UNIT 314, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

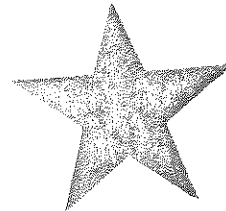
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

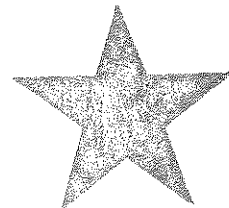
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2024 through and including April 30, 2025, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



TOWN OF OYSTER BAY

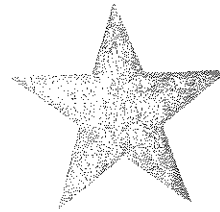
BY: \_\_\_\_\_

FARMINGDALE AUXILIARY POLICE  
UNIT 314

\_\_\_\_\_  
Inspector For Unit 314

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





AGREEMENT

DATED: \_\_\_\_\_, 2024

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

HICKSVILLE AUXILIARY POLICE UNIT 312, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

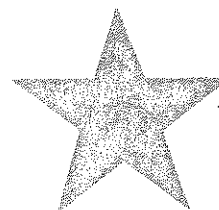
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

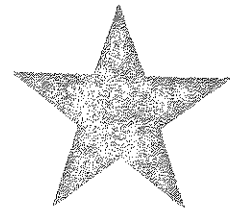
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TOWN OF OYSTER BAY

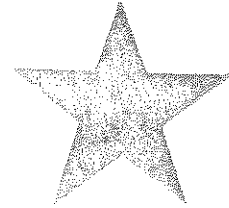
BY: \_\_\_\_\_

HICKSVILLE AUXILIARY POLICE  
UNIT 312

\_\_\_\_\_  
Inspector For Unit 312

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney







AGREEMENT

DATED: \_\_\_\_\_, 2024

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

JERICHO AUXILIARY POLICE UNIT 311, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

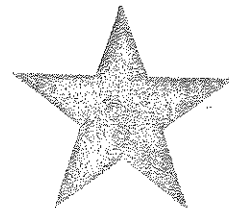
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

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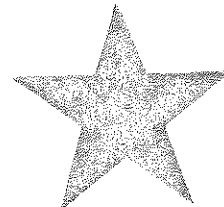
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TOWN OF OYSTER BAY

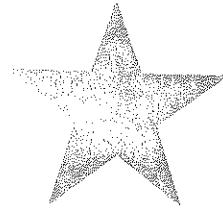
BY: \_\_\_\_\_

JERICO AUXILIARY POLICE  
UNIT 311

\_\_\_\_\_  
Inspector For Unit 311

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney



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

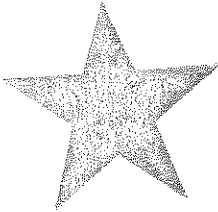
On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

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

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

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

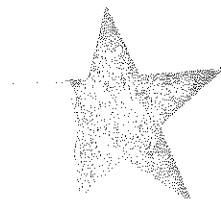




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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



TOWN OF OYSTER BAY

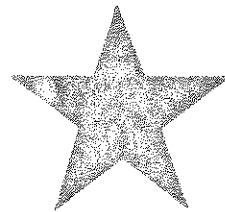
BY: \_\_\_\_\_

BAYVILLE AUXILIARY POLICE  
UNIT 304

\_\_\_\_\_  
Inspector For Unit 304

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





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

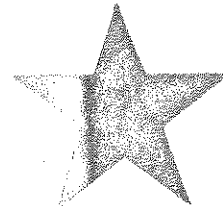
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



Meeting of May 21, 2024

Resolution No. 401-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 6, 2024 and May 13, 2024, advised that six bids were publicly opened and pursuant to public notice, bids were duly solicited, and were regularly received, for Contract No. DPW23-272, Exterior Alterations and Upgrades, and said bids were publicly opened and read; and

WHEREAS, Commissioner Lenz, by memoranda dated May 6, 2024 and May 13, 2024, advised that six bids were publicly opened and read in compliance with the Town's Procurement Policy and the bid proposals received for Contract No. DPW23-272 were reviewed by John A. Grillo Architect, P.C.; and

WHEREAS, by letter dated May 8, 2024, John A. Grillo Architect, P.C., recommended the award of Contract No. DPW23-272 to Preferred Construction Inc., 47 Werman Court, Plainview, New York 11803, the lowest responsive and responsible bidder among the six (6) bids received, in the amount of \$245,000.00; and

WHEREAS, as per Town policy, \$12,250.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$257,250.00; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of John A. Grillo Architect, P.C., and recommended the award of Contract No. DPW23-272, to Preferred Construction Inc., the lowest responsive and responsible bidder, in the amount of \$245,000.00, and \$12,250.00 for potential quantity increases, for a total bid encumbrance of \$257,250.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the estimated construction time for completion of the contract is sixty (60) calendar days, with funds to be drawn from Account No. DPW H 1997 20000 000 2410 001, Project ID No. 24110 TWNA-02; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DPW23-272 is awarded to Preferred Construction Inc., in an amount not to exceed \$257,250.00, 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

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

Resolution No.401-2024

RESOLVED, that the funds for said payment shall be drawn from Account No. HWY H 197 20000 000 2103 008, Project ID No. 24110 TWNA-02; 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 \$257,250.00, upon presentation of a duly certified claim, after audit.

-#-

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

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

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

MAY 13, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 28  
DOCKET OF MAY 7, 2024  
AWARD OF CONSTRUCTION CONTRACT  
EXTERIOR ALTERATIONS AND UPGRADES  
CONTRACT NO. DPW 23-272  
ACCOUNT NO. DPW-H-1997-20000-000-2410-001  
PROJECT ID NO. 2410TWNA-02


In furtherance to Item No. 28 of the docket on May 7, 2024, on March 27, 2024 the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Preferred Construction Inc., 47 Werman Court Plainview N.Y. 11803, Federal ID No. [REDACTED], submitted the lowest responsive bid among six (6) in the amount of \$ 245,000.00.

Attached is a letter dated May 8, 2024 from the office of John A. Grillo Architect, P.C. recommending the award of this contract to Preferred Construction Inc., in the amount of \$ 245,000.00. In accordance with Town policy, \$ 12,250.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$ 257,250.00.

The estimated construction time for completion of the subject contract is 60 calendar days. Funds are available for the subject contract work in Account No. DPW-H-1997-20000-000-2410-001, Project ID No. 2410TWNA-02.

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

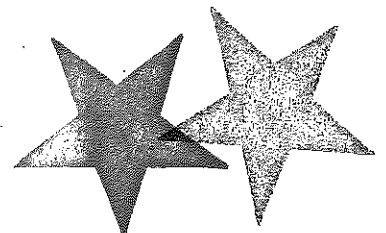
We concur with the recommendation of John A. Grillo Architect, P.C. and request that Contract No. DPW 23-272 be awarded to Preferred Construction Inc. in the total bid amount of \$245,000.00 and that \$12,250.00 be applied to the low bid amount for a total bid encumbrance of \$ 257,250.00 to be issued by the Office of the Comptroller, and request that the Office of the Town Clerk be directed to release the bid bonds from the non-successful bidders.

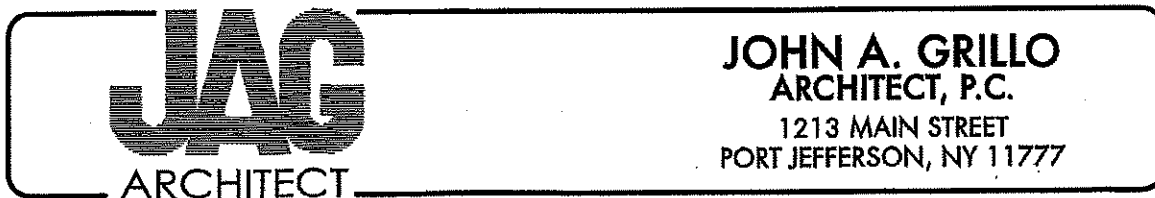
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/JP/ik

Attachments

cc: Steven Ballas, Comptroller  
Ralph Raymond, Commissioner General Services  
Frank Sammartano, Commissioner/Intergovernmental Affairs  
Laurie Scarpa, Deputy Commissioner/DPW-Animal Shelter





TEL: (631) 476-2161

JAGarchitect.com

FAX: (631) 476-9846

May 8, 2024

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

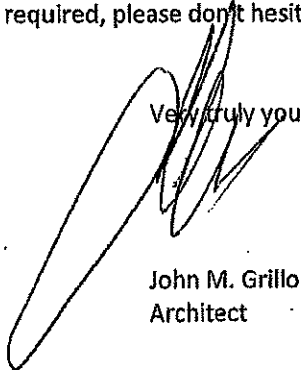
RE: Town of Oyster Bay  
Exterior Alterations and Upgrades at the Animal Shelter  
150 Miller Place, Syosset, NY 11791  
Contract No.: DPW 23-272  
Bid No.: PW 033-24

Dear Mr. Lenz:

On March 27, 2024, six (6) sealed bids were opened for the work of the above referenced project. We have reviewed the bid list and bid package provided, including the Proposal, Affidavits, Verifications and Qualifications Statement. We recommend award of Contract DPW 23-272 to Preferred Construction, Inc., 47 Werman Court, Plainview, NY 11803. This company is qualified to do the project and presented the lowest responsive bid at \$245,000.00.

If additional information is required, please don't hesitate to contact our office.

Very truly yours,

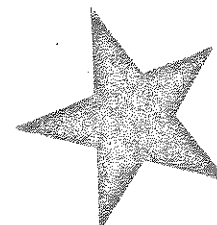


John M. Grillo  
Architect

JMG:wk

cc: M. Russo  
J. Piscitello

TOB - DPW 23-272 PW 033-24 Exterior Alterations & Upgrades - Rec Ltr



**John Piscitello**

**From:** Rob Darienzo  
**Sent:** Wednesday, May 8, 2024 3:24 PM  
**To:** Matt Russo  
**Cc:** John Piscitello  
**Subject:** RE: Exterior Alterations and Upgrades TOB Animal Shelter DPW22-272 PW 033-24 Update and Request for Project ID and Account # for Award of Contract

The project ID for the animal shelter improvement project is 2410TWNA-02. The associated ledger account is DPW-H-1997-20000-000-2410-001.

Project budget balances (1 - tob) - Project ID: 2410TWNA-02, DPW A Animal Shelter Improvements

| File   |                 | Filter: None       | Show carry-forward amounts: <input type="checkbox"/> |
|--|-----------------|--------------------|--|
| 2410TWNA : 2024 TWN A Town Building Improvements   |                 |                    |  |
| 2410TWNA-01 : Bonding & Finance                    |                 |                    |  |
| 2410TWNA-02 : DPW A Animal Shelter Improvements    |                 |                    |  |
| 2410TWNA-03 : DPW A 150 Miller Place Class C Admin |                 |                    |  |
| 2410TWNA-04 : DGS A Misc Improvements              |                 |                    |  |
| 2410TWNA-05 : DPW CVM A Syosset Repair Facility    |                 |                    |  |
| <b>Costs</b>                                       |                 |                    |  |
| Type   | Original budget | Approved revisions | Unappr   |
| Hour   | 0.00            | 0.00               |  |
| Expense  | 1,500,000.00    | 0.00               |  |
| Item   | 0.00            | 0.00               |  |
| Total cost   | 1,500,000.00    | 0.00               |  |

**From:** Matt Russo <mrusso@oysterbay-ny.gov>  
**Sent:** Wednesday, May 8, 2024 3:16 PM  
**To:** Rob Darienzo <rdarienzo@oysterbay-ny.gov>  
**Cc:** John Piscitello <jpiscitello@oysterbay-ny.gov>  
**Subject:** FW: Exterior Alterations and Upgrades TOB Animal Shelter DPW22-272 PW 033-24 Update and Request for Project ID and Account # for Award of Contract

Can you give me some help with thi?

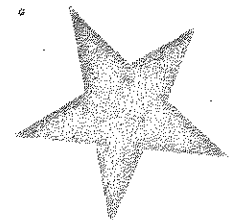
**From:** John Sarcone <jsarcone@oysterbay-ny.gov>  
**Sent:** Wednesday, May 8, 2024 2:55 PM  
**To:** Matt Russo <mrusso@oysterbay-ny.gov>; John Piscitello <jpiscitello@oysterbay-ny.gov>; Richard Lenz <rlenz@oysterbay-ny.gov>; Ralph Raymond <rraymond2@oysterbay-ny.gov>; Colin Bell <cbell@oysterbay-ny.gov>  
**Subject:** RE: Exterior Alterations and Upgrades TOB Animal Shelter DPW22-272 PW 033-24 Update and Request for Project ID and Account # for Award of Contract

Project ID number is 0289.

Not sure about the account number off hand.

Need to research.

John



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

MAY 6, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONTRACT  
EXTERIOR ALTERATIONS AND UPGRADES  
TOWN OF OYSTER BAY ANIMAL RESCUE SHELTER  
CONTRACT NO: DPW 23-272  
BID NO: PW 033-24  
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 May 21, 2024 to take action on awarding of contract DPW 23-272 Exterior Alterations and Upgrades at the Town of Oyster Bay Animal Rescue Shelter 150 Miller Place Syosset N.Y.



---

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

RWL /JR/ik

cc: Ralph Raymond, Commissioner of General Services

EXTERIOR ALTERATIONS AND UPGRADES DPW 23-272 SAVE A SPACE



Meeting of May 21, 2024

Resolution No. 402-2024

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

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 3, 2024 and Matthew Russo, P.E., Deputy Commissioner Department of Public Works, for Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 13, 2024, advised, that in connection with Contract No. H19-196PH3, Construction of Highway Improvements to the Hicks Avenue Area – Syosset, New York, on May 7, 2024, the Division of Purchasing, Department of General Services, received eleven (11) bids for the subject project, and that Macedo Contracting Services, Inc., 685 Station Road, Bellport, New York 11713, submitted the lowest responsive bid in the amount of \$2,959,656.40; and

WHEREAS, Gilbert Anderson, P.E., Senior Project Director, L.K. McLean Associates, D.P.C., 25 Newbridge Road Suite 212, Hicksville, New York 11801, Consulting Engineers, by letter dated May 13, 2024, recommended the award of Contract No. H19-196PH3 to Macedo Contracting Services, Inc., in the amount of \$2,959,656.40; and

WHEREAS, Commissioner Lenz, by memorandum dated May 3, 2024, and Deputy Commissioner Russo, for Commissioner Lenz, by memorandum Dated May 13, 2024, advised that pursuant to Town policy, \$147,982.82 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$3,107,639.22; and

WHEREAS, Commissioner Lenz, by memorandum dated May 3, 2024, and Deputy Commissioner Russo, for Commissioner Lenz, by memorandum Dated May 13, 2024, further advised, that the estimated construction time for completion of the subject contract is one hundred eighty (180) calendar days; and

WHEREAS, Commissioner Lenz, by memorandum dated May 3, 2024, and Deputy Commissioner Russo, for Commissioner Lenz, by memorandum Dated May 13, 2024, further advised, that the funds for the subject contract work are available, and should be drawn from, Account No. TWN A 1989 48940 539 0000; and

WHEREAS, Commissioner Lenz, Commissioner Lenz, by memorandum dated May 3, 2024, and Deputy Commissioner Russo, for Commissioner Lenz, by memorandum Dated May 13, 2024, further advised, that said project shall be funded with monies authorized to be paid from the Coronavirus State and Local Fiscal Recovery Program (“CSFLRP”), as provided through the American Rescue Plan Act (ARPA); and

WHEREAS, Commissioner Lenz, Commissioner Lenz, by memorandum dated May 3, 2024, and Deputy Commissioner Russo, for Commissioner Lenz, by memorandum Dated May 13, 2024, further advised that the Town has reviewed the proposed vendor’s disclosure questionnaire, and has been satisfied that the requirements of the Town’s Procurement Policy have been fulfilled,



NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Contract No. H19-196PH3, is hereby awarded to Macedo Contracting Services, Inc. in the total amount of \$2,959,656.40, with \$147,982.82 applied to the low bid amount for a total bid encumbrance of \$3,107,639.22; and be it further

RESOLVED, That the funds for the subject contract work shall be drawn from Account No. TWN A 1989 48940 539 0000; and be it further

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

RESOLVED, That said project shall be funded with monies authorized to be paid from the Coronavirus State and Local Fiscal Recovery Program ("CSFLRP"), as provided through the American Rescue Plan Act (ARPA); and be it further

RESOLVED, That the Town Clerk is hereby authorized and directed to release the bid bonds of the remaining ten (10) bidders.

#

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 |

403A-2024

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in said Town, on May 21, 2024, at 10:00 A.M., Eastern Time.

PRESENT:

Joseph Saladino

Supervisor  
Michele Johnson

Councilperson  
Louis Imbroto

Councilperson  
Thomas Hand

Councilperson

Steve Labriola  
Councilperson

Laura Maier  
Councilperson

Vicki Walsh  
Councilperson

Reviewed By  
Office of Town Administrator

In the Matter of the Increase and Improvement  
of the Facilities of the Town of Oyster Bay  
Jericho Water District in the Town of  
Oyster Bay, Nassau County, New York.

Resolution No. 403A-2024

PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Oyster Bay (the "Town"), Nassau County, New York, has been presented with a petition, dated April 17, 2024, executed by a majority of the duly elected Water District Commissioners of the Jericho Water District (the "District"), pursuant to Section 216 of the Town Law, requesting the increase and improvement of the facilities of the District in the Town, consisting of upgrades or improvements to water treatment systems, tank replacement or rehabilitation, pipe rehabilitation or replacement, and related site improvements and incidental

expenses in connection therewith, which pursuant to the priority to be determined by the District may include the following projects described in the related engineering report: (i) Well 12 Per- and Polyfluoroalkyl Substances (PFAS) Treatment, (ii) Wells 18, 19 and 29 PFAS Treatment, (iii) Well 23 PFAS Treatment and New Caustic Tank, (iv) Kirby Lane Wells 25 and 26 Nitrate Treatment (Engineering), (v) Well 28 PFAS Treatment, (vi) Jericho Elevated Water Storage Tank Rehabilitation, (vii) Service Gooseneck Connection Replacements, (viii) Well 13 PFAS Treatment, Raising of Well and Replacement of Caustic Tank, (ix) Well 17 PFAS Treatment, (x) Kirby Lane Wells 25 and 26 Nitrate Treatment (Construction), and (xi) Woodbury Standpipe Rehabilitation and Property Purchase; and

WHEREAS, the District has duly caused D&B Engineers and Architects, P.C., to prepare a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of the District, entitled "Report on the Need for Water Supply System Improvements for the 2024 Bond Authorization" dated April 2024 (the "Report"); and

WHEREAS, as described in the Report, the District is currently prioritizing the following projects as high priority projects, which are expected to be undertaken first: (i) Well 12 Per- and Polyfluoroalkyl Substances (PFAS) Treatment, (ii) Wells 18, 19 and 29 PFAS Treatment, (iii) Well 23 PFAS Treatment and New Caustic Tank, (iv) Kirby Lane Wells 25 and 26 Nitrate Treatment (Engineering), (v) Well 28 PFAS Treatment, (vi) Jericho Elevated Water Storage Tank Rehabilitation, (vii) Service Gooseneck Connection Replacements; and

WHEREAS, as described in the Report, the District is currently prioritizing the following projects as contingency projects, which are currently considered a lower priority and will be undertaken upon availability of funding or if reevaluated by the District as a higher priority: (i) Well 13 PFAS Treatment, Raising of Well and Replacement of Caustic Tank, (ii) Well 17 PFAS Treatment, (iii) Kirby Lane Wells 25 and 26 Nitrate Treatment (Construction), and (iv) Woodbury Standpipe Rehabilitation and Property Purchase; and

WHEREAS, the estimated maximum cost of the increase and improvement of facilities of the District, is determined to be \$58,391,000, which is to be borne by the District under a proposed issuance of up to \$58,391,000 of bonds of the Town; and

WHEREAS, the District is expecting to receive federal and New York State grants to pay for a portion of the costs of the high priority projects, in which case, the total financing may be reduced accordingly or the remaining authorization may be used for the contingency projects or other projects, if approved by the Town's bond counsel; and

WHEREAS, the repayment of the proposed \$58,391,000 bonds for said increase and improvement shall be annually apportioned and assessed upon the several lots and parcels of land within the District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due; and

WHEREAS, an environmental analysis has been prepared on behalf of the Jericho Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act (SEQRA) in connection with such increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

WHEREAS, at a meeting of the Town Board duly called and held on May 7, 2024, an order was duly adopted by it and entered in the minutes specifying the Town Board would meet to consider the increase and improvement of the District in the Town at an estimated maximum cost of \$58,391,000 of the Town and to hear all persons interested in the subject thereof concerning the same at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, on May 21, 2024, at 10:00 A.M., Eastern Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improvement of the facilities of the Jericho Water District in the Town, consisting of upgrades or improvements to water treatment systems, tank replacement or rehabilitation, pipe rehabilitation or replacement, and related site improvements and incidental expenses in connection therewith, which pursuant to the priority to be determined by the District may include the following projects described in the related engineering report: (i) Well 12 Per- and Polyfluoroalkyl Substances (PFAS) Treatment, (ii) Wells 18, 19 and 29 PFAS Treatment, (iii) Well 23 PFAS Treatment and New Caustic Tank, (iv) Kirby Lane Wells 25 and 26 Nitrate Treatment (Engineering), (v) Well 28 PFAS Treatment, (vi) Jericho Elevated Water Storage Tank Rehabilitation, (vii) Service Gooseneck Connection Replacements, (viii) Well 13 PFAS Treatment, Raising of Well and Replacement of Caustic Tank, (ix) Well 17 PFAS Treatment, (x) Kirby Lane Wells 25 and 26 Nitrate Treatment (Construction), and (xi) Woodbury Standpipe Rehabilitation and Property Purchase, at an estimated maximum cost of \$58,391,000 under a proposed issuance of up to \$58,391,000 of bonds of the Town.

Section 2. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

Supervisor Saladino \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_  
Councilwoman Johnson \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_  
Councilman Imbroto \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_  
Councilman Hand \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_  
Councilman Labriola \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_  
Councilwoman Maier \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_  
Councilwoman Walsh \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

The order was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the order contained therein, held on May 21, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

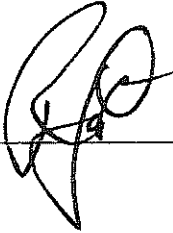
| <u>Newspaper and/or Other News Media</u>                  | <u>Date Given</u> |
|---|-------------------|
| Various publications throughout the<br>Town of Oyster Bay | May 17, 2024      |

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, New York

Date of Posting  
May 17, 2024

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on May 21, 2024.

  
\_\_\_\_\_  
Town Clerk

(SEAL)



403B-2024

10604814.262

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, on May 21, 2024, at 10:00 A.M., Eastern Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilwoman Johnson

Councilman Imbroto

Councilman Hand

Councilman Labriola

Councilwoman Maier

Councilwoman Walsh

ABSENT: No one.

The following resolution was offered by Councilperson Johnson who moved its adoption, seconded by Councilperson Imbroto, to-wit:

Resolution No. 403B-2024\_\_\_\_\_

BOND RESOLUTION DATED MAY 21, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$58,391,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY THE COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE TOWN OF OYSTER BAY JERICO WATER DISTRICT IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated May 21, 2024, the Town Board of Town of Oyster Bay (the "Town"), Nassau County, New York, has determined it to be in the public interest to increase the facilities of the Jericho Water District (the "District") in the Town, at an estimated maximum cost of \$58,391,000; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the District in the Town, consisting of upgrades or improvements to water treatment systems, tank replacement or rehabilitation, pipe rehabilitation or replacement, and related site improvements and incidental expenses in connection therewith, which pursuant to the priority to be determined by the District may include the following projects described in the related engineering report: (i) Well 12 Per- and Polyfluoroalkyl Substances (PFAS) Treatment, (ii) Wells 18, 19 and 29 PFAS Treatment, (iii) Well 23 PFAS Treatment and New Caustic Tank, (iv) Kirby Lane Wells 25 and 26 Nitrate Treatment (Engineering), (v) Well 28 PFAS Treatment, (vi) Jericho Elevated Water Storage Tank Rehabilitation, (vii) Service Gooseneck Connection Replacements, (viii) Well 13 PFAS Treatment, Raising of Well and Replacement of Caustic Tank, (ix) Well 17 PFAS Treatment, (x) Kirby Lane Wells 25 and 26 Nitrate Treatment (Construction), and (xi) Woodbury

Standpipe Rehabilitation and Property Purchase, there are hereby authorized to be issued \$58,391,000 bonds of the Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$58,391,000 and that the plan for the financing thereof is by the issuance of the \$58,391,000 bonds of the Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of the Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within such Jericho Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which is effective immediately pursuant to Section 35.00(b)(2) of the Local Finance Law, shall be published in summary in Newsday, a newspaper having general circulation in the Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,  
which resulted as follows:

Supervisor Saladino \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

Councilwoman Johnson \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

Councilman Imbroto \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

Councilman Hand \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

Councilman Labriola \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

Councilwoman Maier \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

Councilwoman Walsh \_\_\_\_\_ VOTING \_\_\_ AYE \_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on May 21, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

| <u>Newspaper and/or Other News Media</u>                  | <u>Date Given</u> |
|---|-------------------|
| Various publications throughout the<br>Town of Oyster Bay | May 17, 2024:     |

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, New York

Date of Posting  
May 17, 2024

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on May 21 \_\_\_\_\_, 2024.

(SEAL)

  
\_\_\_\_\_  
Town Clerk



WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 26 – ELECTIONS, TO ADD ARTICLE III, GENERAL ELECTIONS, SECTION 26-5, BIENNIAL TOWN ELECTIONS, 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 May 21, 2024, 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 May 3, 2024, 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, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, as such, does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That said Local Law 5 -2024, entitled "A LOCAL LAW TO AMEND CHAPTER 26 – ELECTIONS, TO ADD ARTICLE III, GENERAL ELECTIONS, SECTION 26-5, BIENNIAL TOWN ELECTIONS, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

*DRS*  
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 |

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

WHEREAS, Frank M. Scalera, Town Attorney, and Dennis P. Sheehan, Deputy Town Attorney, by memorandum dated May 14, 2024, advised that T-Mobile Northeast LLC ("T-Mobile"), commenced an action, on July 3, 2023, against defendants, Town of Oyster Bay, et al, for alleged violation of their rights under the Telecommunications Act of 1996, concerning the property located at 6 Dumond Place, Glen Head, New York. T-Mobile was seeking an area variance from the Zoning Board of Appeals for the rear-yard setback distance set by the Town's Zoning Code and was denied. T-Mobile is now compliant with the setback requirements; and

WHEREAS, the parties have consented to the Hon. Anne Y. Shields, United States Magistrate Judge, for all purposes of this litigation and to avoid the delay, expense, and uncertainty of protracted litigation, Plaintiff and Defendants have agreed to settle this action pursuant to the terms and conditions set forth in a Stipulation of Settlement; and

WHEREAS, the Office of the Town Attorney, by said memorandum, recommended that the Town Board accept the settlement proposal and approve the Stipulation of Settlement in the form attached to this Resolution,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board accepts the Stipulation of Settlement attached herewith.

-#-

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

405

To: Memorandum Docket  
From: Office of the Town Attorney  
Date: May 14, 2024  
Subject: Settlement of Litigation  
*T-Mobile Northeast LLC, v. Town of Oyster Bay, et al.*

---

T-Mobile Northeast LLC ("T-Mobile"), commenced an action, on July 3, 2023, against defendants, Town of Oyster Bay, et al, for violation of their rights under the Telecommunications Act of 1996, concerning the property located at 6 Dumond Place, Glen Head, New York. T-Mobile was seeking an area variance from the Zoning Board of Appeals for the rear-yard setback distance set by the Town's Zoning Code and was denied. T-Mobile is now compliant with the applicable rear-yard setback distance set by the Town's Zoning Code.

The parties have consented to the Hon. Anne Y. Shields, United States Magistrate Judge, for all purposes of this litigation. To avoid the delay, expense, and uncertainty of protracted litigation, Plaintiff and Defendants have agreed to settle this action pursuant to the terms and conditions set forth in a Stipulation of Settlement.

This Office recommends that the Town Board authorize settlement of the litigation consistent with the terms set forth therein. A Resolution authorizing such settlement, with the proposed Stipulation of Settlement, is attached herewith.

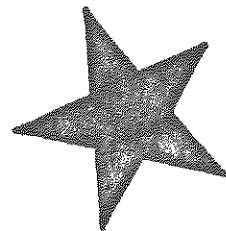
Kindly suspend the rules and place this matter on the May 21, 2024 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Dennis P. Sheehan  
Deputy Town Attorney

DPS:nb  
Enclosure  
2023-9147



REVIEWED BY  
OFFICE OF TOWN ATTORNEY

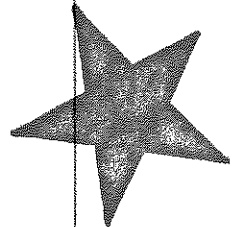
WHEREAS, Frank M. Scalera, Town Attorney, and Dennis P. Sheehan, Deputy Town Attorney, by memorandum dated May 14, 2024, advised that T-Mobile Northeast LLC ("T-Mobile"), commenced an action, on July 3, 2023, against defendants, Town of Oyster Bay, et al, for alleged violation of their rights under the Telecommunications Act of 1996, concerning the property located at 6 Dumond Place, Glen Head, New York. T-Mobile was seeking an area variance from the Zoning Board of Appeals for the rear-yard setback distance set by the Town's Zoning Code and was denied. T-Mobile is now compliant with the setback requirements; and

WHEREAS, the parties have consented to the Hon. Anne Y. Shields, United States Magistrate Judge, for all purposes of this litigation and to avoid the delay, expense, and uncertainty of protracted litigation, Plaintiff and Defendants have agreed to settle this action pursuant to the terms and conditions set forth in a Stipulation of Settlement; and

WHEREAS, the Office of the Town Attorney, by said memorandum, recommended that the Town Board accept the settlement proposal and approve the Stipulation of Settlement in the form attached to this Resolution,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board accepts the Stipulation of Settlement attached herewith.

-#-



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
T-MOBILE NORTHEAST LLC,

Plaintiff,

-against-

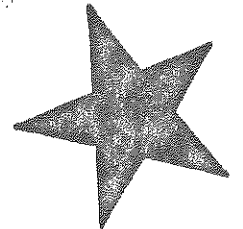
2:23-cv-05339 (NGG)(AYS)

TOWN OF OYSTER BAY, TOWN OF OYSTER BAY TOWN  
BOARD, TOWN OF OYSTER BAY ZONING BOARD OF  
APPEALS, and HAROLD MAYER in his official capacity as  
Commissioner of the Town of Oyster Bay Department of  
Planning and Development,

Defendants.  
-----X

**STIPULATION OF SETTLEMENT**

WHEREAS, Plaintiff T-Mobile Northeast LLC ("T-Mobile") commenced this action on July 13, 2023 against Defendants the Town of Oyster Bay (the "Town"), the Town of Oyster Bay Town Board (the "Town Board"), the Town of Oyster Bay Zoning Board of Appeals (the "ZBA" or "Zoning Board"), and Harold Mayor, Commissioner of the Town of Oyster Bay Department of Planning and Development (in his official capacity) (the "Building Inspector"), (collectively, the "Defendants"), seeking *inter alia* a Judgment and Order finding that Defendant ZBA's denial (the "Denial") of Plaintiff's application (the "Application") to install and maintain a public utility wireless telecommunications facility located on the water tower (the "Water Tower") with related equipment located at the base thereof (the "Facility") at the property identified as 6 Dumond Place, Glen Head, NY, also identified on the Nassau County Tax Map as Section 21, Block N03, Lot 31 (the "Property") was arbitrary and capricious and not based on substantial evidence in the written record and in violation Plaintiff's rights under the Telecommunications Act of 1996 ("TCA"), as



codified at 47 U.S.C. § 332(c) and § 253(a), and directing Defendants to immediately issue any and all local approvals necessary for Plaintiff to install and operate the Facility;

**WHEREAS**, in 2002, T-Mobile received approvals from the Town, which included a rear-yard setback variance from the ZBA and a building permit from the Town to construct a wireless telecommunications facility at the Property with antennas to be installed on the Water Tower and related equipment installed at the base thereof;

**WHEREAS**, T-Mobile's wireless facility was constructed and became operational in 2003 and remained in existence until 2019 when the owner of the Property and Water Tower needed to replace the Water Tower on the Property;

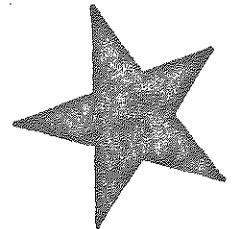
**WHEREAS**, T-Mobile in coordination and with approval from the Town relocated its equipment off the Water Tower to a temporary wireless facility located at 1 Robert Lane, Glen Head, New York 11545 (the "Temporary Facility"), in order to temporarily relocate its wireless facility to allow for the replacement of the Water Tower;

**WHEREAS**, the Town retained the Center for Municipal Solutions ("CMS") to assist in the Town's review of T-Mobile's Temporary Facility project and the subsequent relocation back to the Water Tower;

**WHEREAS**, once the Water Tower replacement project was completed, on April 15, 2022 T-Mobile filed building permit applications with the Town to remove equipment from the Temporary Facility and install its Facility back at the Property;

**WHEREAS**, CMS issued a review letter dated September 19, 2022 recommending the issuance of a building permit to install the Facility at the Property;

**WHEREAS**, on September 27, 2022, the Town issued T-Mobile a building permit, to construct its Facility at the Property (the "2022 Building Permit");



**WHEREAS**, upon issuance of the 2022 Building Permit T-Mobile began constructing its Facility at the Property, including locating ground equipment in the area shown on the plans approved by the Town in connection with the 2022 Building Permit;

**WHEREAS**, on or about December 23, 2022, Defendant Town issued a notice of violation and stop work order, informing T-Mobile to “cease all ground work immediately until permission is granted by Town of Oyster Bay to resume” (the “2022 Stop Work Order”);

**WHEREAS**, the Town subsequently informed T-Mobile that the 2022 Stop Work Order was issued because an area variance for rear-yard setback relief was required and that its consultant CMS had failed to confirm such setbacks prior to its September 19, 2022 review letter recommending issuance of the 2022 Building Permit;

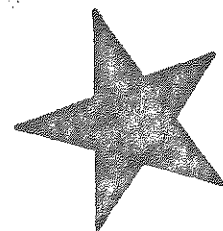
**WHEREAS**, T-Mobile’s Application to the ZBA was for an area variance for relief from the rear-yard setback distance set by the Town Zoning Code for the Facility’s ground equipment;

**WHEREAS**, the ZBA stated in the Denial that the proposed variance would create a “dangerous precedent and an undesirable change to the neighborhood, was substantial and would “perpetuate an adverse effect upon the physical conditions of the neighborhood” and could be located in other areas of the property;

**WHEREAS**, the Facility is compliant with the applicable side-yard setback distance set by the Town Zoning Code;

**WHEREAS**, the parties have consented to the Honorable Anne Y. Shields, United States Magistrate Judge for all purposes in this litigation;

**WHEREAS**, to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation, Plaintiff and Defendants have agreed to settle this action pursuant to the terms and conditions set forth herein this Stipulation of Settlement (the “Stipulation of Settlement”);



**WHEREAS**, Plaintiff and Defendants, intending to be legally bound, have consulted with their counsel and the undersigned counsel herein have the requisite authority and approval to enter into this Stipulation of Settlement.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY PLAINTIFF AND DEFENDANTS THAT:**

1. The Defendants represent that each has diligently considered the terms of this Stipulation of Settlement, taken a hard look at all potential environmental impacts and issued a negative declaration pursuant to SEQRA of this Stipulation of Settlement, by majority vote of all respective board members with no conflict of interest, to approve this Stipulation of Settlement to the extent required under New York State law, and that Special Counsel for the Defendants has the necessary authority to execute this Stipulation of Settlement on behalf of each Defendant.

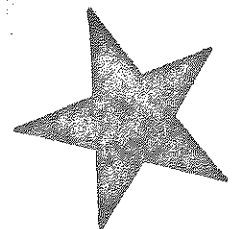
2. The ZBA grants the requested area variance for the rear-yard setback relief for the Facility on the condition that a screening fence is added to the Facility's ground equipment as shown on Exhibit A.

3. The 2022 Building Permit is reinstated and shall have a new expiration date of April 1, 2025.

4. Plaintiff shall not be required to pay any additional application fees or escrow fees pertaining to the permitting for the installation of the Facility or any other application in connection with the removal of the Temporary Facility.

5. This Stipulation of Settlement shall not be construed to create rights in, or grant any cause of action to, any third party not a party to this Stipulation of Settlement.

6. Plaintiff and Defendants acknowledge that this Stipulation of Settlement was the product of negotiation by all parties through their counsel, including negotiation as to the language





set forth herein, and as such, to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Stipulation of Settlement, the ambiguity shall not be resolved based on who drafted the Stipulation of Settlement. The obligations of this Stipulation of Settlement apply to and are binding upon the parties, their agents, servants, employees, successors and assigns, and any other entities or persons otherwise bound by law.

7. Upon the issuance of all permits and approvals required for the construction and operation of the Facility, and any approvals required in connection with the removal of the Temporary Facility, including a certificate of compliance, this action shall be dismissed with prejudice and without any costs, attorneys' fees, disbursements, damages, or interest due to any party to this action. However, in the event that any such permits and/or approvals are rescinded and/or invalidated, for any reason, Plaintiff shall not be bound by the terms of this Stipulation of Settlement and shall have the right to reinstate this action and/or file an amended and/or supplemental complaint to add and/or modify any allegations and/or causes of action pertaining to the Facility.

8. This Stipulation of Settlement is contingent upon the Court's entry of a dismissal order retaining jurisdiction over this matter, including the enforcement of this Stipulation of Settlement against any other party or any non-party.

**DEFENDANTS:**

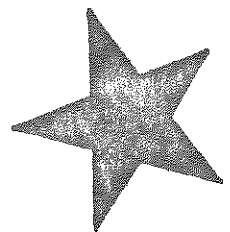
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Joseph E. Macy, Esq.  
BERKMAN, HENoch, PETERSON  
PEDDY, P.C.  
100 Garden City Plaza  
Garden City, New York 11530  
(516) 222-6200  
*Special Counsel to the Town Defendants*

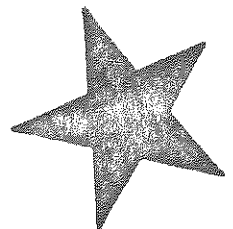
**PLAINTIFF:**

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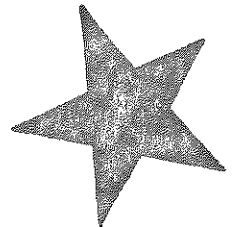
Robert D. Gaudioso  
SNYDER & SNYDER LLP.  
94 White Plains Road  
Tarrytown, NY 10591  
T. (914) 333-0700  
*Attorneys for Plaintiff*



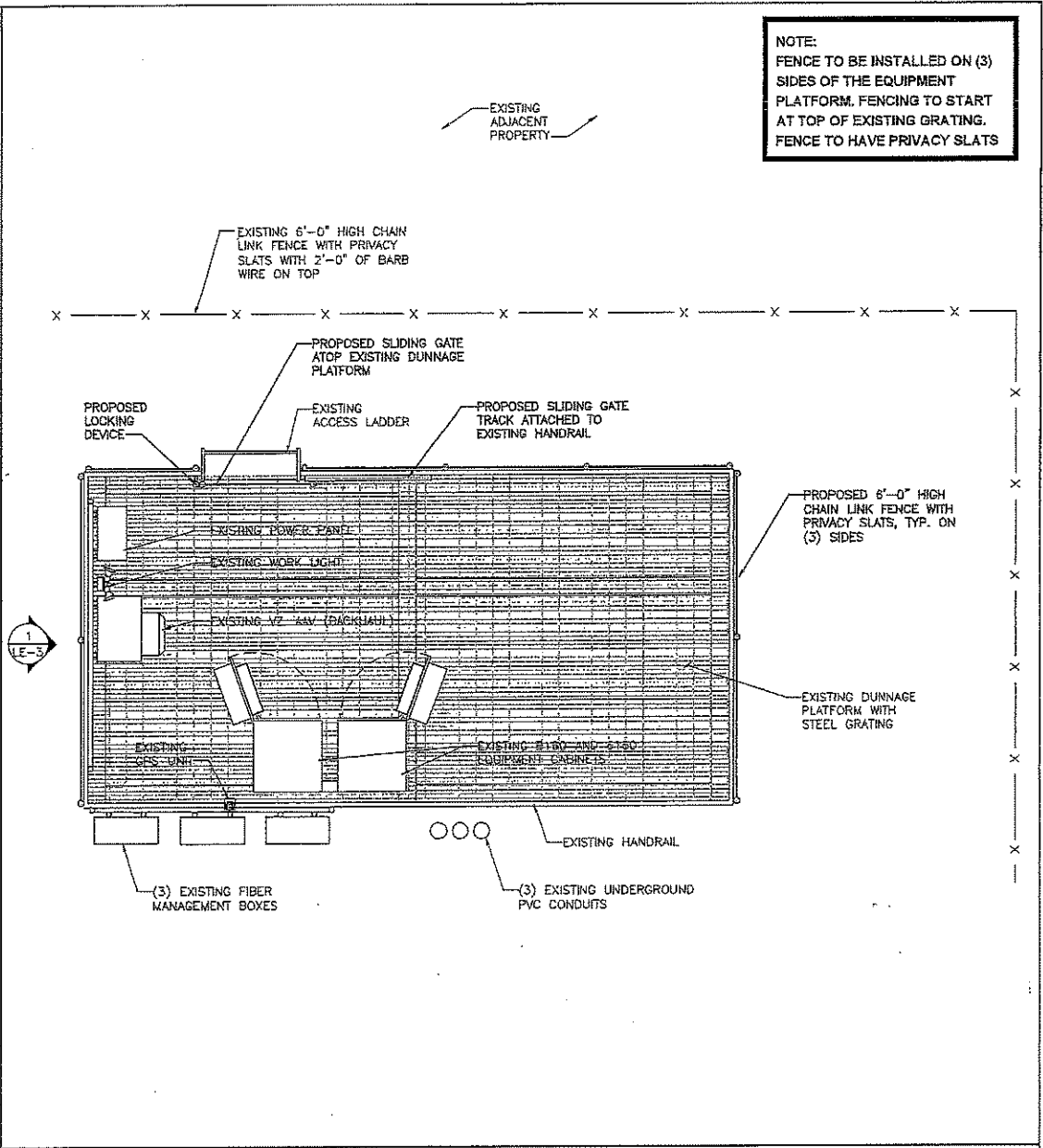
Dated: May \_\_, 2024





**Exhibit A**

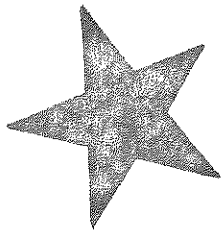


**NOTE:**  
 FENCE TO BE INSTALLED ON (3) SIDES OF THE EQUIPMENT PLATFORM. FENCING TO START AT TOP OF EXISTING GRATING. FENCE TO HAVE PRIVACY SLATS

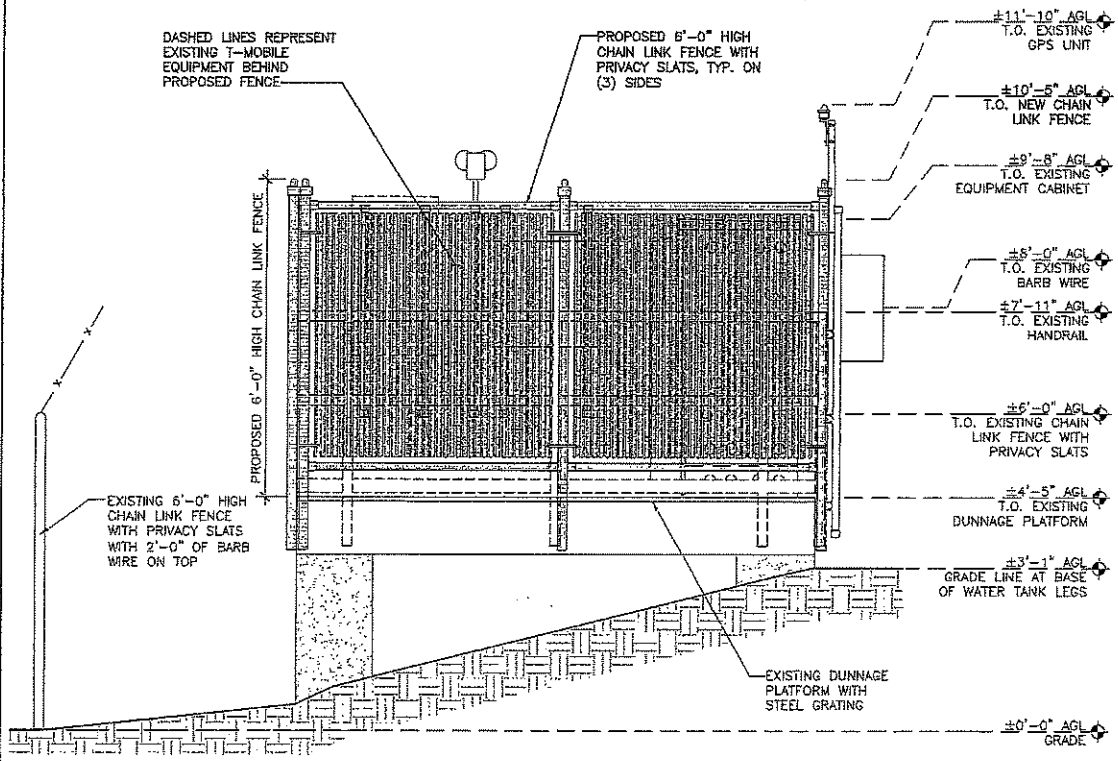


**ENLARGED EQUIPMENT PLAN**  
 SCALE: 1/4"=1'-0"



|   |  |  |  |                                |               |
|---|--|--|--|--------------------------------|---------------|
|  | WFC PROJECT NO:<br>22-15088  | <br><b>T-Mobile Northeast LLC</b><br><small>2000 SUNRISE HIGHWAY, GREAT RIVER, NY 11709</small> | DRAWING TITLE:<br><b>ENLARGED EQUIPMENT PLAN</b> |                                |               |
|   | DRAWN BY:<br>PL  |  | PROJECT TITLE:<br><b>GLEN HEAD ROAD</b>          | REV. DATE SUBMISSION           |               |
|   | CHECKED BY:<br>NM  |  | PROJECT ADDRESS:<br><b>DUMOND PLACE</b>          | SITE ID #<br><b>LI-12-111C</b> |               |
|   | CONFIGURATION:<br><b>ANCHOR</b>  |  | PROJECT ADDRESS:<br><b>GLEN HEAD, NY 11545</b>   | DRAWING NO. REV. #             | <b>SK-1 0</b> |
| RFDS DATED:<br>-  | <small>THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORK OF T-MOBILE NORTHEAST LLC. ANY REPRODUCTION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED.</small> |  |  |                                |               |

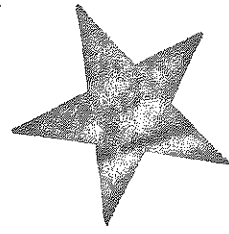


**NOTE:**  
 ELEVATION HEIGHTS ARE APPROXIMATED PER FIELD DIMENSIONS AND SHOULD BE VERIFIED WITH A SURVEYOR



**1** ENLARGED EQUIPMENT SIDE ELEVATION  
 SCALE: 3/8"=1'-0"

|   |                             |   |   |                         |             |               |  |
|---|-----------------------------|---|---|-------------------------|-------------|---------------|--|
|  | WFC PROJECT NO:<br>22-15088 | <br>2585 RUDOLPHS HIGHWAY, GREAT RIVER, NY 11739<br><small>THIS DOCUMENT IS THE PROPERTY AND COPYRIGHTED WORK OF T-MOBILE NORTHEAST LLC. ANY REPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS EXPRESSLY PROHIBITED.</small> | DRAWING TITLE:<br><b>NORTH ELEVATION AND ENLARGED ELEVATION</b> |                         |             |               |  |
|   | DRAWN BY:<br>PL             |   | PROJECT TITLE:<br>GLEN HEAD ROAD                                | REV.                    | DATE        | PRELIM REVIEW |  |
|   | CHECKED BY:<br>NM           |   | PROJECT ADDRESS:<br>DUMOND PLACE                                | SITE ID #<br>LL-12-111C |             | SUBMISSION    |  |
|   | CONFIGURATION:<br>ANCHOR    |   | PROJECT ADDRESS:<br>DUMOND PLACE                                | DRAWING NO:<br>SK-2     | REV. #<br>0 |               |  |
| RFDS DATED:<br>-  | GLEN HEAD, NY 11545         |   |   |                         |             |               |  |



7/1/24  
Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated May 14, 2024, and Island Time-1 Ocean Pkwy LLC ("Concessionaire"), by letter dated September 12, 2023, both advised that pursuant to the License Agreement, the Concessionaire has elected to exercise their first five (5) year extension option, *nunc pro tunc*, extending the License Agreement to April 17, 2029; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, further advised that the Town and the Concessionaire have agreed to amend Paragraph 44, of the "Future Capital Improvements" provision, of the License Agreement as follows:

44. . . . "The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the Term, at a total cost of TWO HUNDRED SIXTY FIVE THOUSAND and 00/100 (\$265,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 20% performed in year one (1) of the TERM and a total of 20% performed in years one (1), two (2), three (3), four (4) and five (5) of the TERM, with all improvements required under this Paragraph performed by the end of year five (5) of the TERM."; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, recommended and requested that the Town Board authorize the amendment to the License Agreement with the Concessionaire and the Supervisor or his designee, is hereby authorized to execute any required documents to effectuate said license agreement,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, the Supervisor or his designee, is hereby authorized to execute any required documents to effectuate said license agreement, and that the License Agreement with Concessionaire is hereby amended and extended through April 17, 2029.

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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  | Ayc |
| Councilwoman Johnson | Ayc |
| Councilman Imbroto   | Ayc |
| Councilman Hand      | Ayc |
| Councilman Labriola  | Ayc |
| Councilwoman Maier   | Ayc |
| Councilwoman Walsh   | Ayc |

406

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : May 14, 2024  
**SUBJECT:** Amendment to License Agreement - Island Time-1 Ocean Pkwy LLC

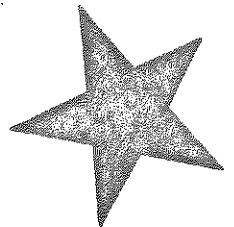
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The Town of Oyster Bay ("Town") and Island Time-1 Ocean Pkwy LLC ("Concessionaire") entered into a License Agreement, dated April 18, 2019, for a period of five years, with two (2), five (5) year extension options (the "License Agreement") to provide food and beverage service at the Town of Oyster Bay TOBAY Beach Concession Facilities at TOBAY Beach and Marina.

Pursuant to the License Agreement and that certain letter dated September 12, 2023 provided by the Concessionaire, the Concessionaire has elected to exercise their first five (5) year extension option, and extending the License Agreement for the period from April 18, 2024 to April 17, 2029, *nunc pro tunc*.

Subsequent to entering into the License Agreement, the Town and the Concessionaire have agreed to amend Paragraph 44 of the "Future Capital Improvements" provision of the License Agreement as follows:

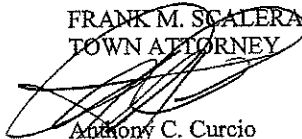
44. "The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the Term, at a total cost of TWO HUNDRED SIXTY FIVE THOUSAND and 00/100 (\$265,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 20% performed in year one (1) of the TERM and a total of 20% performed in years one (1), two (2), three (3), four (4) and five (5) of the TERM, with all improvements required under this Paragraph performed by the end of year five (5) of the TERM."



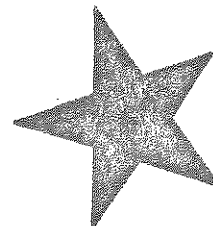
This Office requests and recommends that the Town Board extend the License Agreement to April 17, 2029, *nunc pro tunc*, and authorize the amendment to the License Agreement with the Concessionaire.

Kindly suspend the rules and place the attached proposed Resolution, regarding the foregoing matters on the May 21, 2024 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Anthony C. Curcio  
Deputy Town Attorney

ACC:acc  
Attachment





WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated May 14, 2024, and Island Time-1 Ocean Pkwy LLC ("Concessionaire"), by letter dated September 12, 2023, both advised that pursuant to the License Agreement, the Concessionaire has elected to exercise their first five (5) year extension option, *nunc pro tunc*, extending the License Agreement to April 17, 2029; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, further advised that the Town and the Concessionaire have agreed to amend Paragraph 44, of the "Future Capital Improvements" provision, of the License Agreement as follows:

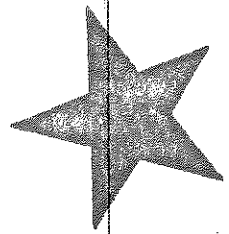
44. "The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the Term, at a total cost of TWO HUNDRED SIXTY FIVE THOUSAND and 00/100 (\$265,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 20% performed in year one (1) of the TERM and a total of 20% performed in years one (1), two (2), three (3), four (4) and five (5) of the TERM, with all improvements required under this Paragraph performed by the end of year five (5) of the TERM."; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, recommended and requested that the Town Board authorize the amendment to the License Agreement with the Concessionaire,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and that the License Agreement with Concessionaire is hereby amended and extended through April 17, 2029.

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Reviewed By  
Office of Town Attorney



**FIRST MODIFICATION TO THE LICENSE AGREEMENT DATED APRIL 18, 2019**

DATED: \_\_\_\_\_, 2024

**PARTIES:**

TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771 (the "Town");

-and-

ISLAND TIME-1 OCEAN PKWY LLC, an affiliate of ISLAND TIME HOSPITALITY GROUP, LLC, a domestic corporation authorized to do business in the State of New York and having a principal place of business at 108 West Main Street, Patchogue, New York 11772 (the "Concessionaire").

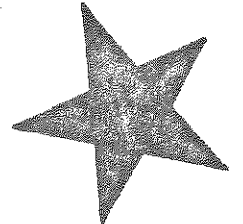
**WITNESSETH:**

WHEREAS, the Town and Concessionaire entered into a License Agreement dated April 18, 2019 for a period of five years, with two (2), five (5) year extension options (the "License Agreement") to provide food and beverage service at the Town of Oyster Bay TOBAY Beach Concession Facilities at TOBAY Beach and Marina ("Facilities"); and

WHEREAS, by letter dated September 12, 2023, the Concessionaire has elected to exercise its first extension option, pursuant to the License Agreement, to extend the term of the License Agreement with the Town until April 17, 2029, said letter being attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Concessionaire has also agreed to make certain capital improvements to the Facilities; and

WHEREAS, the Town and Concessionaire have subsequently agreed to make modifications to language in the License Agreement in connection with said capital improvements,



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

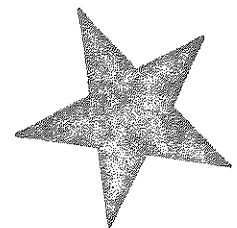
**FUTURE CAPITAL IMPROVEMENTS**

1. The initial paragraph of Paragraph 44 of the License Agreement shall be modified and replaced as follows:

“The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the Term, at a total cost of TWO HUNDRED SIXTY FIVE THOUSAND and 00/100 (\$265,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 20% performed in year one (1) of the TERM and a total of 20% performed in years one (1), two (2), three (3), four (4) and five (5) of the TERM, with all improvements required under this Paragraph performed by the end of year five (5) of the TERM.”

**MODIFICATION**

2. All other provisions of the License Agreement, which are not modified by this First Modification to the License Agreement, shall remain unmodified and in full force and effect.



3. If any term or provision of this First Modification to the License Agreement, or the application thereof to any party or circumstances, shall to any extent be invalid or unenforceable, the remainder of this First Modification to the License Agreement, or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this First Modification to the License Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have signed this First Modification to the License Agreement the day and year first above written.

TOWN OF OYSTER BAY

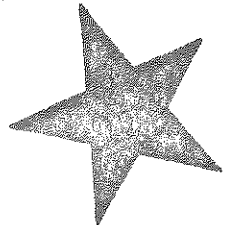
\_\_\_\_\_  
Town Supervisor/Designee

ISLAND TIME-1 OCEAN PKWY LLC,  
an affiliate of ISLAND TIME  
HOSPITALITY GROUP, LLC

\_\_\_\_\_  
Title:

REVIEWED and APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Town Attorney







September 12th, 2023

Letter of Intent to Extend Lease.

Attn: Andrew Rothstein,  
Joe Pinto,  
Town of Oyster Bay Officials,

54 Audrey Avenue  
Oyster Bay, NY 11771

Good Afternoon Andrew,

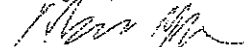
In accordance with our lease under the section "Term", we are required to let you know six months in advance of our intention to request an additional five year lease period.

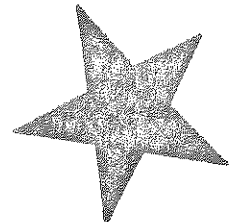
Please accept this letter as a formal intention to renew, and continue our leasehold agreement to operate the full concessions at Tobay Beach currently known as "the Surf Shack", and "The Boat Yard"; Ocean Pkwy, Tobay Beach, Massapequa NY. This 5 year extension request is the term of April 2024 up to and including April 2029.

We look forward to meeting with the Town of Oyster Bay in the near future to discuss various issues as well as means of improvement so this partnership is successful on all levels for everyone involved, especially the residents of Oyster Bay.

Thank You in advance. Myself and my partners are looking forward to 5 more great years.

Best Regards,

  
Mark Miller, Member  
Island Time Hospitality Group  
631-721-3041



WHEREAS, pursuant to public notice, a public hearing was held on May 21, 2024, at 10:00 a.m., prevailing time, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, at which hearing parties interested were given an opportunity to be heard upon the question of the proposed plan of financing by the Atlantic Steamer Fire Company No. 1, Inc., a New York not-for-profit corporation, also known as Atlantic Steamer Fire Company (the "Company"), for the purchase of a 2024 Pierce Aerial Mounted on an Enforcer Chassis (the "Apparatus"), in the amount of \$1,661,859.22; and

WHEREAS, the Town has no financial obligation concerning this purchase; and

WHEREAS, as part of the proposed plan for financing of the Apparatus, the Company proposes to enter into a tax-exempt obligation wherein pursuant to Sections 147(f) and 150(e) of the Internal Revenue Code, approval of the issuance of a tax-exempt obligation is required to be given by the governmental unit within which the Apparatus is to be located; and

WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Oyster Bay Fire Protection Area to approve the issuance of a tax-exempt obligation to purchase a 2024 Pierce Aerial Mounted on an Enforcer Chassis Apparatus; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Oyster Bay hereby approves the issuance of a tax-exempt obligation in the amount of \$1,661,859.22 pursuant to the provisions of Sections 147(f) and 150(e) of the Internal Revenue Code, and the Supervisor or his duly authorized representative is authorized to execute any and all necessary documentation in furtherance thereof.

-#-

Reviewed By  
Office of Town Attorney  
*[Signature]*  
Elizabeth J. Johnson

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 |