

John Carving
COMMISSIONER OF REVENUE

Meeting of February 10, 2026

RESOLUTION P-4-2026

WHEREAS, The 2026 Budget, adopted October 21, 2025 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 2026 Budget, on October 21, 2025, 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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 14, 2026, requested Town Board authorization for the Town Supervisor, or his designee, to enter into agreements, as reviewed and approved by the Office of the Town Attorney, with training providers registered with the New York State Department of Labor's Eligible Training Provider List ("ETPL"), for the delivery of occupational training services, as mandated by the Workforce Opportunity Innovation Act ("WIOA"), commencing on or after July 1, 2026 through June 30, 2028, with a maximum of three (3) one (1) year contract modifications and/or extensions; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised that said Occupational Training Services are an eligible WIOA expense and will be of no cost to the Town of Oyster Bay; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised further, that sufficient funds for the purpose of making payment to training providers are available in, and should be drawn from, Account No. IGA CD 6293 48010 000 CW24/25/26,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to enter into agreements, as reviewed and approved by the Office of the Town Attorney, with training providers registered with the New York State Department of Labor's ("ETPL"), for the delivery of occupational training services, as mandated by the ("WIOA"), commencing on or after July 1, 2026 through June 30, 2028, with a maximum of three (3) one (1) year contract modifications and/or extensions; and be it further

RESOLVED, That funds for the purpose of making payment to training providers shall be drawn from Account No. IGA CD 6293 48010 000 CW24/25/26; and be it further

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

#

Ops
Reviewed By
Office of Town Attorney
William D. Meade

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: Memorandum Docket
FROM: Frank V. Sammartano, Commissioner
Department Of Intergovernmental Affairs
DATE: January 14, 2026
SUBJECT: Training Agreements Under The Workforce Innovation and Opportunity Act

The Department of Intergovernmental Affairs' Division of Employment and Training oversees two (2) American Job Centers under the Federal Workforce Innovation and Opportunity Act (WIOA). American Job Centers are designed to provide job seekers with accessible, high-quality occupational training to connect them with in demand skills. Under WIOA Section 134(c)(3), training services are a core requirement for eligible participants.

To provide job seekers with the occupational skills necessary to obtain gainful employment, the Department of Intergovernmental Affairs Division of Employment and Training is seeking to enter into Training Agreements with qualified training providers beginning on or after July 1, 2026, and ending on June 30, 2028, with a maximum of three (1) one year contract modifications and extensions.

Per Workforce Innovation and Opportunity Act requirements, all training providers must be registered on the New York State Department of Labor's Eligible Training Provider List (ETPL) and deemed to be suitable educational institutions, with the intent of preparing unemployed and underemployed job seekers for employment opportunities that lead to self-sufficiency. As long as the training provider is on the ETPL, training services must remain accessible.

It is respectfully requested that the Town Board adopt a resolution authorizing the Supervisor or the Supervisor's authorized designee to enter into Training Agreements with training providers registered on the New York State Department of Labor's Eligible Training Provider List for the delivery of occupational training services, as mandated under the Workforce Innovation and Opportunity Act. All Training Agreements will be forwarded to the Office of the Town Attorney for review and approval prior to execution. Occupational Training Services are an eligible Workforce Innovation and Opportunity Act expense and will be no cost to the Town of Oyster Bay. Funds for the purpose of making payment to training providers are available in account IGA CD 6293 48010 000 CW24/25/26.



Frank V. Sammartano
Commissioner, Intergovernmental Affairs

FVS:cg



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 27, 2025, authorized the Highway Department to clean up the premises located at 45 Carman Mill Road, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 58 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 January 19, 2026, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on November 3, 2025, in the total amount of \$819.45, 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 January 19, 2026, 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 \$819.45 may be assessed by the Legislature of the County of Nassau against the parcel known as 45 Carman Mill Road, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 58 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

RPH
REVIEWED BY
OFFICE OF TOWN ATTORNEY
RPH

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 19, 2026

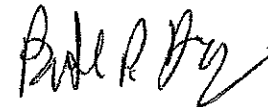
SUBJECT: Property Cleanup Assessment
45 Carman Mill Road, Massapequa, New York 11758
Section 53, Block 16, Lot 58

The Department of Planning and Development, by memorandum dated October 27, 2025, directed the Highway Department to clean the premises located at 45 Carman Mill Road, Massapequa, New York 11758, also known as Section 53, Block 16, Lot 58 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated November 13, 2025, advised that the property was cleaned by a crew from the Highway Department on November 3, 2025. The cost incurred by the Town of Oyster Bay was \$819.45.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments



2025-10283
Empty Property

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 27, 2025

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW

From: ANGELO A. DELLIGATTI: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 45 CARMAN MILL ROAD, MASSAPEQUA, NEW YORK 11758
SBL: 53-16-58

Notice of Violation number V252-251017103523 was issued to the owner of the above-referenced premises on 10/17/2025 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- Lawn and vegetation to be cut on the subject property.
- Removal of all garbage and debris.

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

ANGELO A. DELLIGATTI
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


AAD:ME:sf





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

ANGELO A. DELLAGATTI
 COMMISSIONER

ANTHONY J. LAMARCA
 SPECIAL COUNSEL

TIMOTHY R. ZIKE
 DEPUTY COMMISSIONER

SCOTT L. BYRNE
 DEPUTY COMMISSIONER

October 27, 2025

Altisource
 7730 Market Center Ave.
 Suite 100
 El Paso, Tx 79912

RE: 45 CARMAN HILL ROAD, MASSAPEQUA, NEW YORK 11758
 SECTION 53 BLOCK 16 LOT 58
FAILURE TO MAINTAIN RESIDENTIAL PROPERTY

Altisource,

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above property and issued Notice of Violation, V252-251017103523, dated 10/17/2025, which gave you five (5) days to clean up the subject property. As of the date of this letter, you have failed to comply.

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

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

Very truly yours,


 ANGELO A. DELLAGATTI
 COMMISSIONER

ME:sf
 Enclosure



Town of Oyster Bay
Inter-Departmental Memo

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: NOVEMBER 17, 2025

SUBJECT: 45 CARMAN MILL ROAD, MASSAPEQUA, NEW YORK 11758
SECTION 53 BLOCK 16 LOT(S) 58

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

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 819.45

It is respectfully requested that your Office take the necessary steps to obtain approval for an assessment of \$ 819.45 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean up the subject property.

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



ANGELO A. DELLIGATTI
Commissioner

ME:sf
Encls.



REFEREE'S DEED

THIS REFEREE'S DEED, made on Sept 6, 2025 BETWEEN, Lisa Segal Poczik, ESQ., Referee, at 990 Corporate Drive, Westbury, New York 11590 duly appointed in the action hereinafter mentioned, grantor and HSBC Bank USA, National Association as trustee for Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-1, grantee, having an office at 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409.

WITNESSETH, that the grantor, the referee appointed in an action between HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN TRUST, SERIES 2007-1, plaintiff, and Joseph M. Ferrara, Jr, ET AL, defendants, foreclosing a mortgage recorded on September 24, 2008 in the office of the Clerk of the County of Nassau in Liber 3325S, Page number 712, in pursuance of a judgment entered in the Supreme Court of the County of Nassau, State of New York on August 14, 2024 and in consideration of \$500.00 Dollars paid by the grantee, being the highest sum bid at the sale under said judgment, does hereby grant and convey unto the grantee,

ALL

SEE EXHIBIT "A" ATTACHED

Said Premises being known as: 45 Carnan Mill Road a/k/a 45 Carmens Mill Road a/k/a 45 Carnans Mill Road
Massapequa, New York 11758-0000
SBL: 53-16-58

TO HAVE AND TO HOLD the premises herein granted unto the grantee, and assigns forever,

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the date first above written.

In presence of:

Lisa Segal Poczik
Referee
Lisa Segal Poczik, Esq.

STATE OF NEW YORK, COUNTY OF Nassau ss.:

On Sept 6, 2025, before me, the undersigned personally appeared Lisa Segal Poczik, ESQ., Referee, 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.

Terry Katz

NOTARY

TERRY KATZ
Notary Public, State of New York
No. 30-800521Z
Qualified in Nassau County
Commission Expires Nov. 30, 2026



Inter- Departmental Memo


November 13, 2025

TO: DEPARTMENT OF PLANNING AND DEVELOPMENT
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: 45 CARMENS MILL ROAD, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$819.45.

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 (53-16-58) 45 CARMENS MILL RD MASSAPEQUA 11758

Date Nov 3, 2025

Work Order # 129010

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL SOLOMON	General Maintenance	01:00	\$32.69	00:00	0	\$32.69
GEORGE TIEDEMANN	General Maintenance	01:00	\$49.76	00:00	0	\$49.76
ROBERT PALACIOS	General Maintenance	01:00	\$33.41	00:00	0	\$33.41
RAYMOND QUEALY	General Maintenance	01:00	\$16.50	00:00	0	\$16.50
PHILIP J MARCHESE	General Maintenance	01:00	\$29.09	00:00	0	\$29.09
Total Labor						\$161.45

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:00	\$79.00
TD689	TRUCK DUMP 2010 INTER 7300 YW (T-201 / T-202)- 6 Wheeler	\$131.00	01:00	\$131.00
TD767	2021 HV507 INTERNATIONAL 10 WHEEL DUMP	\$93.00	01:00	\$93.00
TD774	2022 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
Total Equipment				\$408.00


Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$250.00	1	\$250.00
Total Materials			\$250.00

Grand Total \$819.45

Description of Work:

CLEAN UP 45 CARMAN MILL ROAD MASSAPEQUA

Signature: 
 Name: SCOTT PFEIFER
 Title: HIGHWAY SUPERVISOR
 Date: Nov 8, 2025



WHEREAS, Hon. Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated January 15, 2026, recommended that the Town Board renew the Town's membership of the following Town employees in the New York State Solid Waste Management ("NYSASWM"), for the period commencing January 1, 2026 through December 31, 2026, at an annual membership fee of \$105.00 per employee, and a total amount not to exceed \$630.00, for the following employees , with funds for said payment to be drawn from Account No. SAN SR05 8160 47900 000 0000:

- Daniel M. Pearl, Commissioner, Department of Sanitation
- Richard W. Lenz, P.E., Commissioner, Department of Public Works
- Matthew Russo, P.E., Engineering
- Gary Terrell, Deputy Commissioner, Department of Sanitation
- Robert Plummer, Facility Supervisor, SWDF
- William Fox, Sanitation Supervisor III

; and

WHEREAS, Commissioner Pearl, by said memorandum, advised that NYSASWM is New York State's oldest and largest organization of solid waste professionals comprised of members from across New York State, and provides a network for solid waste officials to share and distribute information on the latest trends and advances on solid waste management; and

WHEREAS, Commissioner Pearl, by said memorandum, further advised that NYSASWM conducts informal conferences, training workshops New York State Department of Environmental Conservation training courses, and video conferences, tracks legislative developments, produces an informative newsletter and generally serves as an important resource to municipalities; and

WHEREAS, Commissioner Pearl, by said memorandum, advised further, that the Town of Oyster Bay has been a member of NYSASWM since the Association's inception in 1975, and has benefited tremendously from its membership in the Association,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, nunc pro tunc from January 1, 2026, and the Town Board hereby renews the Town of Oyster Bay's membership in NYSASWM for the abovementioned employees, for the period commencing January 1, 2026 through December 31, 2026, at an annual membership fee of \$105.00 per employee, for a total amount not to exceed \$630.00, and that the Town Comptroller is hereby authorized and directed to issue an encumbrance order in said amount for this purpose; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. SAN SR05 8160 47900 000 0000; and be it further

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

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

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

Reviewed By
Office of Town Attorney
William J. [Signature]

TOWN OF OYSTER BAY

Inter-Departmental Memo


January 15, 2026

TO: MEMORANDUM DOCKET**FROM: Daniel M. Pearl, Commissioner/Sanitation****SUBJECT: NEW YORK STATE ASSOCIATION FOR SOLID WASTE
MANAGEMENT MEMBERSHIP 2026**

As members of the docket committee may be aware, The New York State Association for Solid Waste Management is New York State's oldest and largest organization comprised of local government solid waste professionals from across New York State. It provides a network for solid waste officials to share and distribute information on the latest trends and advances in solid waste management. The association conducts informational conferences, training workshops, DEC certification courses, video conferences, track legislative developments, produces an informative newsletter and generally serves as a resource to municipalities. Oyster Bay has been a member since its inception in 1975 and has benefited tremendously from this association.

We therefore recommend that the Town Board, by Resolution, renew its membership in NYSASWM and request that the Comptroller's Office be directed to issue an encumbrance order for this purpose. The annual dues for 2026 total \$630.00 and can be issued from account SAN SR05 8160 47900 000-0000 for the following persons:

Daniel Pearl, Commissioner, Sanitation
Richard W. Lenz, P.E. Commissioner, DPW
Matthew Russo, P.E., Engineering
Rob Plummer, Facility Supervisor/SWDF
Gary Terrell, Deputy Commissioner, Sanitation
William Fox, Sanitation Supervisor III



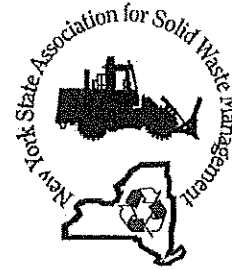
Daniel M. Pearl
Commissioner Sanitation

Attachments – Membership Dues Notice
Docket Memo for NYSASWM Membership 2026.doc



NYSASWM

c/o NYSAC
 515 Broadway, Suite 402
 Albany, NY 12207
 774-212-0650



Invoice

January 2026

Invoice for	Payable to	Order #
Daniel Pearl	NYSASWM	388
Town of Oyster Bay	c/o NYSAC	
Sanitation Department	515 Broadway, Ste 402	Due
Syosett, NY	Albany, NY 12207	2/13/2026

Description	Each	Quantity	Amount
2026 NYSASWM Membership Dues 1/1/26-12/31/26	105	1	\$105.00
Total			\$105.00

**Membership dues are not tax deductible as a charitable contribution.
 To the extent permitted under the Internal Revue Code, dues may be
 deducted as a business expense*

Visit our website to renew online and/or update your membership profile

www.nysaswm.org

Thank you for your continued support of NYSASWM!



NYSASWM

c/o NYSAC
 515 Broadway, Suite 402
 Albany, NY 12207
 774-212-0650



Invoice

January 2026

Invoice for	Payable to	Order #
Richard Lenz, P.E.	NYSASWM	393
Town of Oyster Bay	c/o NYSAC	
Sanitation Department	515 Broadway, Ste 402	Due
Syosett, NY	Albany, NY 12207	2/13/2026

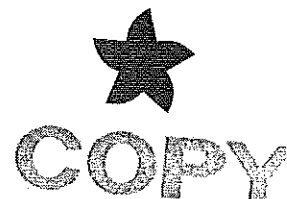
Description	Each	Quantity	Amount
2026 NYSASWM Membership Dues 1/1/26-12/31/26	105	1	\$105.00
Total			\$105.00

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www.nysaswm.org

Thank you for your continued support of NYSASWM!



NYSASWM

c/o NYSAC
 515 Broadway, Suite 402
 Albany, NY 12207
 774-212-0650



Invoice

January 2026

Invoice for	Payable to	Order #
Matthew Russo, P.E.	NYSASWM	389
Town of Oyster Bay	c/o NYSAC	
Sanitation Department	515 Broadway, Ste 402	Due
Syosett, NY	Albany, NY 12207	2/13/2026

Description	Each	Quantity	Amount
2026 NYSASWM Membership Dues 1/1/26-12/31/26	105	1	\$105.00
Total			\$105.00

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Thank you for your continued support of NYSASWM!



NYSASWM

c/o NYSAC
 515 Broadway, Suite 402
 Albany, NY 12207
 774-212-0650



Invoice

January 2026

Invoice for	Payable to	Order #
Rob Plummer	NYSASWM	391
Town of Oyster Bay	c/o NYSAC	
Sanitation Department	515 Broadway, Ste 402	Due
Syosett, NY	Albany, NY 12207	2/13/2026

Description	Each	Quantity	Amount
2026 NYSASWM Membership Dues 1/1/26-12/31/26	105	1	\$105.00
Total			\$105.00

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 To the extent permitted under the Internal Revue Code, dues may be
 deducted as a business expense*

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www.nysaswm.org

Thank you for your continued support of NYSASWM!



NYSASWM

c/o NYSAC
 515 Broadway, Suite 402
 Albany, NY 12207
 774-212-0650



Invoice

January 2026

Invoice for	Payable to	Order #
Gary Terrell	NYSASWM	390
Town of Oyster Bay	c/o NYSAC	
Sanitation Department	515 Broadway, Ste 402	Due
Syosett, NY	Albany, NY 12207	2/13/2026

Description	Each	Quantity	Amount
2026 NYSASWM Membership Dues 1/1/26-12/31/26	105	1	\$105.00
Total			\$105.00

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 To the extent permitted under the Internal Revue Code, dues may be
 deducted as a business expense*

Visit our website to renew online and/or update your membership profile
www.nysaswm.org

Thank you for your continued support of NYSASWM!



NYSASWM

c/o NYSAC
 515 Broadway, Suite 402
 Albany, NY 12207
 774-212-0650



Invoice

January 2026

Invoice for	Payable to	Order #
William Fox	NYSASWM	392
Town of Oyster Bay	c/o NYSAC	
Sanitation Department	515 Broadway, Ste 402	Due
Syosett, NY	Albany, NY 12207	2/13/2026

Description	Each	Quantity	Amount
2026 NYSASWM Membership Dues 1/1/26-12/31/26	105	1	\$105.00
Total			\$105.00

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To the extent permitted under the Internal Revue Code, dues may be deducted as a business expense

Visit our website to renew online and/or update your membership profile

www.nysaswm.org

Thank you for your continued support of NYSASWM!



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community & Youth Services, by memorandum dated January 22, 2026, requested Town Board authorization, nunc pro tunc from February 4, 2026, to provide transportation, through the Department's Division of Senior Services, for approximately fifty (50) Senior Citizen Town residents from Syosset-Woodbury Community Park to Spring Harbor High School, 82 Turkey Lane, Cold Spring Harbor, New York, for a free dinner and production of "The Music Man", by the Cold Spring Harbor High School's Musical Society, on Wednesday, February 4, 2026, with all attendees required to register in advance of the event,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, nunc pro tunc from February 4, 2026, and the Department of Community & Youth Services is hereby authorized to provide transportation, through the Department's Division of Senior Services, for approximately fifty (50) Senior Citizen Town residents from Syosset-Woodbury Community Park to Cold Spring Harbor High School, for a free dinner and production of "The Music Man", by the Cold Spring Harbor High School's Musical Society, on Wednesday, February 4, 2026, with all attendees required to register in advance of the event.

#

Reviewed By
Office of Town Attorney
William O'Riordan

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

January 22, 2026

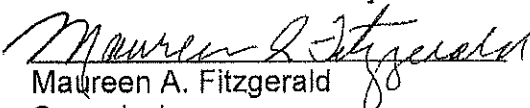
TO: Memorandum Docket

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

SUBJECT: Free Senior Citizen Dinner and Musical

The Department of Community and Youth Services requests Town Board authorization to provide transportation for approximately 50 of our Senior residents from Syosset Woodbury Community Park to Cold Spring Harbor High School located at 82 Turkey Lane, Cold Spring Harbor. The Seniors have been invited to a free dinner and production of the "The Music Man" by Cold Spring Harbor High School's Musical Society. The event will take place at the school on the evening of Wednesday, February 4, 2026. There is no charge to the Seniors, but they are required to register in advance for the evening.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to provide transportation for this outing, nunc pro tunc to February 4, 2026, through the Division of Senior Citizen Services.


Maureen A. Fitzgerald
Commissioner

MAF:sab



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community & Youth Services, by memorandum dated January 22, 2026, requested Town Board authorization to increase the registration donation for the Group Activities Program's ("GAP") Summer Camp Program by an amount not to exceed the sum of \$100.00, from \$250.00 to \$350.00 due to the rising costs of operating said Program, including, but not limited to, staff costs, staff background checks, activity fees and snacks; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the registration donation for the GAP Fall/Winter/Spring Program shall remain at \$150.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that said Summer Camp Program is a six (6) week program, held five (5) days a week, between the hours of 10:00 a.m. and 3:00 p.m., on each day,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Community & Youth Services is hereby authorized to increase the registration donation for the GAP Summer Camp Program by an amount not to exceed the sum of \$100.00, from \$250.00 to \$350.00.

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RS
Reviewed By
Office of Town Attorney
Maureen A. Fitzgerald

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

January 22, 2026

TO: Memorandum Docket


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

SUBJECT: Revise Group Activities Program (GAP) Summer Registration Donation

The Department of Community & Youth Services is requesting Town Board authorization to revise the registration donation for the Group Activities Program's (GAP) Summer Camp Program. The Summer Camp is a six-week program, five days a week from 10:00 a.m. to 3:00 p.m. The current registration donation is \$250.00, and we are requesting a \$100.00 increase for a total of \$350.00 per registrant.

The Department is requesting this increase due to the increased cost of operating the Summer Camp, i.e. staff costs, staff background checks, activity fees, snacks etc. The registration donation for the GAP Fall/Winter/Spring Program will remain \$150.00.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth services to revise the registration donation for the GAP Summer Camp Program from \$250.00 to \$350.00.


Maureen A. Fitzgerald
Commissioner

MAF:iw



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community & Youth Services, by memorandum dated January 22, 2026, requested Town Board authorization to provide a trip for Senior Citizens to the Argyle Theatre, 34 West Main Street Babylon, New York, to attend a production of the play "Newsies", on March 4, 2026, with every attendee to be furnished with a ticket to the performance and bus transportation from selected Town locations to the Theatre, if needed, at a cost not to exceed the sum of \$73.00, per attendee; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, requested further Town Board authorization for the Commissioner, and/or her designee, to change, as necessary, the date and/or time of the event; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the Department shall collect funds for the event as an administrative convenience, and that the event shall be conducted pursuant to the Department's procedures for self-sustaining accounts,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Department of Community and Youth Services is hereby authorized to provide a trip for Senior Citizens to the Argyle Theatre to attend a production of the play "Newsies", on March 4, 2026, with every attendee to be furnished with a ticket to the performance and bus transportation from selected Town locations to the Theatre, if needed, at a cost not to exceed the sum of \$73.00, per attendee; and be it further

RESOLVED, That the Commissioner, and/or her designee, is hereby authorized to change as necessary the date and/or time of the event.

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CAW
Reviewed By
Office of Town Attorney
William D. Hilde

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

January 22, 2026

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Senior Trip to the Argyle Theatre

The Department of Community & Youth Services is requesting Town Board authorization to provide a Senior Trip to the Argyle Theatre, 34 W. Main St, Babylon NY to see "Newsies". The event is scheduled to take place on March 4, 2026, and will include a ticket to the show and bus transportation from select Town locations, if needed.

The cost for the trip will be \$73.00 per attendee. The Department will collect funds for the event as an Administrative Convenience and the event will be conducted pursuant to the Department of Community and Youth Services' procedures for self-sustaining accounts.

The Department also requests authorization for the Commissioner of The Department and/or her designee to make changes, as necessary, to the date and time of the events.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community and Youth Services to proceed with this trip as presented.


Maureen A. Fitzgerald
Commissioner

MAF:sab



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community & Youth Services, by memorandum dated January 22, 2026, requested Town Board authorization for the Group Activities Program for the Handicapped ("GAP") to present a drama show performance at the Alfred G. Berner Middle School in Massapequa, New York, with dress rehearsals to be held on Wednesday, March 25, 2026 and Thursday, March 26, 2026, a performance to be held on Friday, March 27, 2026, and with said dress rehearsals and performance to be held in the School Auditorium, at no cost to the Town; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, requested further Town Board authorization for the Commissioner, and/or her designee, to change, as necessary, the dates and/or times of said dress rehearsals and/or performance,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the GAP is hereby authorized to present a drama show performance at the Alfred G. Berner Middle School, with dress rehearsals to be held on Wednesday, March 25, 2026 and Thursday, March 26, 2026, a performance to be held on Friday, March 27, 2026, and with said dress rehearsals and performance to be held in the School Auditorium, at no cost to the Town; and be it further

RESOLVED, That the Commissioner, and/or her designee, are hereby authorized to change, as necessary, the dates and/or times of said dress rehearsals and/or performance.

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DP
Reviewed By
Office of Town Attorney
Michelle D. Hilde

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

January 22, 2026

TO: Memorandum Docket

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

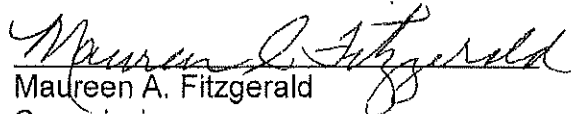
SUBJECT: GAP Drama Show

The Department of Community & Youth Services' Group Activities Program for the Handicapped (GAP) is requesting Town Board authorization to present a drama show performance at the Alfred G. Berner Middle School in Massapequa, NY. The dress rehearsals will be held on Wednesday, March 25, 2026 and Thursday, March 26, 2026 with the performance being held on Friday, March 27, 2026. The Berner School auditorium would be used for both the dress rehearsals and performance.

If approved, the performances will allow the GAP Drama Club participants to showcase their acting talents to their family and friends. The Massapequa School District has stated it will donate the use of the auditorium to the GAP Drama Club, so there is **no cost** to the Town of Oyster Bay.

The Department also requests authorization for the Commissioner of the Department and/or her designee to make changes, as necessary, to the date and time of these performances.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community and Youth Services to proceed with this event as presented.


Maureen A. Fitzgerald
Commissioner

MAF:jd



WHEREAS, by Resolution No. 921-2023, adopted on December 12, 2023, the Town Board authorized Lockwood, Kessler & Bartlett, Inc. to provide On-Call Engineering Services in connection with Contract No. PWC31-24, On Call Engineering Services Relative to Operation and Development of the Old Bethpage Solid Waste Disposal Complex for a two-year term, commencing January 1, 2024 through December 31, 2025; and

WHEREAS, Theresa C. Heneveld, P.E., Vice President of Environmental Engineering, Lockwood, Kessler & Bartlett, Inc., by letter dated January 21, 2026, requested approval to utilize TriState Planning Engineering & Land Surveying as a sub consultant for surveying services on said project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated January 26, 2026, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc., to retain TriState Planning Engineering & Land Surveying as a sub-consultant for said project under Contract No. PWC31-24; and

WHEREAS, the proposed vendors' disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Lockwood, Kessler & Bartlett, Inc. is hereby authorized to retain TriState Planning Engineering & Land Surveying as a sub-consultant for said project under Contract No. PWC31-24.

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AMS
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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JANUARY 26, 2026

TO: MEMORANDUM DOCKET
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: USE OF SUB-CONSULTANT
ON-CALL ENGINEERING SERVICES RELATIVE TO
OPERATION AND DEVELOPMENT OF THE O.B.S.W.D.C.
CONTRACT NO. PWC31-24

The office of Lockwood, Kessler & Bartlett, Inc. has been authorized and directed by Resolution No. 921-2023 to proceed with On-Call Engineering Services relative to Operation and Development of the O.B.S.W.D.C., Contract No. PWC31-24. Attached is a letter dated January 21, 2026 concerning a request by Lockwood, Kessler & Bartlett, Inc. to be authorized to use, as a sub-consultant, TriState Planning Engineering and Land Surveying, P.C., for surveying services relative to the above-captioned project.

The proposed consultant and sub consultant's disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

Therefore, it is hereby requested that Lockwood, Kessler & Bartlett, Inc. be authorized by resolution to use, as a sub-consultant, TriState Planning, Engineering and Land Surveying, P.C. for surveying services relative to Contract No. PWC31-24.



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

RWL/MR/sb

Attachment

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





ENGINEERING
EXCELLENCE
SINCE 1889

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

January 21, 2026

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

Attn: Matthew Russo, P.E., Deputy Commissioner
Division of Engineering

Re: Contract No. PWC 31-24, On-Call Engineering Services Relative to Operation and Development of the Old Bethpage Solid Waste Disposal Complex (OSWDC)

Dear Commissioner Lenz,

Lockwood Kessler and Bartlett, Inc. (LKB) was authorized under Town Board Resolutions 921-2023 and 398-2025, to provide services relative to the Operation and Development of the OSWDC for the two-year period from January 1, 2024 through December 31, 2025. Part of these services involved obtaining survey information at the OSWDC as requested by the Town. Therefore, we request subcontractor approval of TriState Planning Engineering & Land Surveying to provide these services under Contract No. PWC 31-24 at no additional cost to this contract.

We appreciate the opportunity to provide our engineering services to the Town on this project. Should you have any questions regarding this request please contact our office.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Theresa C. Heneveld, P.E.
Vice President of Environmental Engineering



AN EQUAL OPPORTUNITY EMPLOYER

Meeting of December 12, 2023

Resolution No.921-2023

WHEREAS, in connection with Contract No. PWC31-24, On-Call Engineering Services Relative to Operation and Development of the Old Bethpage Solid Waste Disposal Complex, the Department of Public Works issued a Request for Proposals ("RFP") to eight (8) 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 four (4) additional firms, for RFP-related documents, generated by posting the RFP upon the official Town of Oyster Bay website; and

WHEREAS, on November 8, 2023, the Division of Engineering, Department of Public Works, received a total of four (4) 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 Operation and Development of the Old Bethpage Solid Waste Disposal Complex, under Contract No. PWC31-24, for a two (2) year contract term, commencing from January 1, 2024 through December 31, 2025:

Cashin Associates, P.C.
D&B Engineers and Architects, D.P.C.
Lockwood, Kessler & Bartlett, Inc.; 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. PWC31-24; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that should any Town Department choose to utilize said On-Call services under Contract No. PWC31-24, 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),

DR
Reviewed By
Office of Town Attorney
Ralph P. Kealey



Resolution No.921-2023

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and that Cashin Associates, P.C., B&D Engineers and Architects, D.P.C., and Lockwood, Kessler & Bartlett, Inc., are hereby authorized to provide the Town of Oyster Bay with On-Call Engineering Services Relative to Operation and Development of the Old Bethpage Solid Waste Disposal Complex, under Contract No. PWC31-24, for a two (2) year contract term, commencing from January 1, 2024 through December 31, 2025; 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. PWC31-24 by a separate memorandum docket; and be it further

RESOLVED, That should any Town Department choose to utilize On-Call services under Contract No. PWC31-24, 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).

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

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



WHEREAS, by Resolution No. 936-2022, adopted on December 13, 2022, the Town Board authorized the Supervisor, or his designee, to enter into, and to execute, an agreement with Top Key Court Reporting, Inc., 401 St. John's Place, Franklin Square, New York 11010, for said firm to provide stenographic services to the Town Board for its hearings for the calendar year 2023, commencing on January 1, 2023 through December 31, 2023, with an option for two (2) one (1) year extensions; and

WHEREAS, by Resolution No. 135-2024, adopted on February 13, 2024, the Town Board exercised its first one (1) year extension option of its agreement with Top Key Court Reporting, Inc., for said firm to provide stenographic services to the Town Board for its hearings, for the calendar year 2024, commencing on January 1, 2024, through December 31, 2024; and

WHEREAS, by Resolution No. 732-2024, adopted on October 1, 2024, the Town Board exercised its second one (1) year extension option of its agreement with Top Key Court Reporting, Inc., for said firm to provide stenographic services to the Town Board for its hearings, for the calendar year 2025, commencing on January 1, 2025, through December 31, 2025; and

WHEREAS, Hon. Richard La Marca, Town Clerk, by memorandum dated January 29, 2026, advised that the Office of the Town Clerk has prepared a Request for Proposals for stenographic services to be provided for Town Board hearings for the calendar year 2026, but proposals have not yet been received, and when received must be reviewed and assessed, which is expected to be completed no later than March 31, 2026; and

WHEREAS, Town Clerk LaMarca, by said memorandum, further advised that in the interim, stenographic services are required for Town Board hearings and it is the recommendation and request of this office that the Town Board authorize that the agreement between the Town and Top Key Court Reporting, Inc. be extended, nunc pro tunc, for the period January 1, 2026 until March 31, 2026, so as to provide the Town Clerk time to receive and process proposals as sought under the aforementioned Request for Proposals,

NOW, THEREFORE BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board authorizes the extension of the agreement between the Town and Top Key Court Reporting, Inc., nunc pro tunc, for the period January 1, 2026 until March 31, 2026, so as to provide the Town Clerk time to receive and process proposals as sought under the aforementioned Request for Proposals

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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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

Town of Oyster Bay
Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET
FROM : RICHARD LaMARCA, Town Clerk
DATE : January 29, 2026
SUBJECT: Authorization to Retain Top Key Court Reporting Inc. pending RFP

By Resolution No. 936-2022, adopted on December 13, 2022, the Town Board authorized the Town Clerk to utilize the services of Top Key Court Reporting, Inc. to provide stenographic services for Town Board hearings for the calendar year 2023, with options for two additional one-year extensions.

By Resolution No. 135-2024, adopted on February 13, 2024, the Town Board authorized the exercise of the first one (1) year extension option for Top Key Court Reporting, Inc. to provide stenographic services for Town Board hearings for the calendar year 2024, nunc pro tunc. By Resolution No. 732-2024, adopted on October 1, 2024, the Town Board authorized the exercise of the second one-year extension option for Top Key Court Reporting, Inc. to provide stenographic services for Town Board hearings for the calendar year 2025.

The Office of the Town Clerk has prepared a Request for Proposals for stenographic services to be provided for Town Board hearings for the calendar year 2026, but proposals have not yet been received, and when received must be reviewed and assessed, which is expected to be completed no later than March 31, 2026. In the interim, stenographic services are required for Town Board hearings and it is the recommendation and request of this office that the Town Board authorize that the agreement between the Town and Top Key Court Reporting, Inc. be extended for the period January 1, 2026 until March 31, 2026, so as to provide the Town Clerk time to receive and process proposals as sought under the aforementioned Request for Proposals.

Richard LaMarca (D.A.)
RICHARD LAMARCA
TOWN CLERK

RL: rja



Meeting of December 13, 2022

Resolution No.936-2022

WHEREAS, Richard LaMarca, Town Clerk, by memorandum dated December 5, 2022, advised that the Office of the Town Clerk issued a Request for Proposals ("RFP") for Stenographic Services for Town Board Hearings for the Calendar Year 2023; and

WHEREAS, following direct solicitation to ten (10) firms, Newsday advertisement and posting of the RFP to the Town's website, three (3) responses were timely received by the Office of the Town Clerk; and

WHEREAS, Town Clerk LaMarca, by said memorandum, stated that the proposals were evaluated according to criteria pursuant to Town Board Resolution No. 43-2020 and the Office of the Town Clerk has selected, pursuant to Guidelines 7 and 9 of the Town's Procurement Policy, Top Key Court Reporting, Inc., to perform Stenographic Services for Town Board Hearings, for a term commencing January 1, 2023 through December 31, 2023, with an option for two (2) additional one (1) year extensions, at a cost not to exceed \$35,000.00 per year, with funds to be drawn from Account No. OTC A 1410 44120 000 0000; and

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

WHEREAS, Town Clerk LaMarca, by said memorandum, requested authorization for the Supervisor or his designee to enter into and execute an agreement with Top Key Court Reporting, Inc., for the calendar year 2023, at a cost not to exceed \$35,000.00, with an option for two (2) one (1) year extensions, if mutually agreeable,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor or his designee is hereby authorized to enter into and execute an agreement with Top Key Court Reporting, Inc., to perform Stenographic Services for the Town Board Hearings for the calendar year 2023, commencing January 1, 2023 through December 31, 2023, at a cost not to exceed \$35,000.00 with an option for two (2) one (1) year extensions, if mutually agreeable, and be it further

RESOLVED That the Comptroller is hereby authorized and directed to make payment for same to Top Key Court Reporting, Inc., in an amount not to exceed \$35,000.00, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from Account No. OTC A 1410 44120 000 0000.

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Prepared By
Cynthia A. Murphy
[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	Absent
Councilman Imbroto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Meeting of February 13, 2024

Resolution No.135-2024

WHEREAS Resolution No. 936-2022, authorized the Town Clerk to utilize the services of Top Key Court Reporting, Inc., 401 Saint James Place, Franklin Square, New York 11010, to provide stenographic services for Town Board Hearings for the calendar year 2023 with an option for two (2) additional one (1) year extensions, at a cost not to exceed \$35,000 per year; and

WHEREAS, Richard LaMarca, Town Clerk, by memorandum dated January 22, 2024, requested that the Town Board exercise the first one (1) year extension option, from January 1, 2024 through December 31, 2024, nunc pro tunc, at the same price, conditions and terms as previously agreed; and

WHEREAS, Town Clerk LaMarca, by said memorandum, further advised that the value of the stenographic services for abovementioned term is not to exceed \$35,000.00, with funds available in account number OTC A 1410 44120 000 0000; and

WHEREAS, Town Clerk LaMarca, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and that the Town Board hereby exercises the first one (1) year extension option, of the agreement with Top Key Court Reporting, Inc., 401 Saint James Place, Franklin Square, New York 11010, to provide stenographic services for Town Board Hearings, from January 1, 2024 through December 31, 2024, nunc pro tunc, at the same price, conditions and terms as previously agreed, at a cost not to exceed \$35,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTC A 1410 44120 000 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.

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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



Meeting of October 1, 2024

Resolution No. 732-2024

Reviewed By
Office of Town Attorney
R. P. [Signature]

WHEREAS, by Resolution No. 936-2022, adopted on December 13, 2022, the Town Board authorized the Supervisor, or his designee, to enter into, and to execute, an agreement with Top Key Court Reporting, Inc., 401 St. John's Place, Franklin Square, New York 11010, for said firm to provide stenographic services to the Town Board for its hearings for the calendar year 2023, commencing on January 1, 2023 through December 31, 2023, at a cost not to exceed \$35,000.00, with an option for two (2) one (1) year extensions (to be exercised upon mutual agreement by and between the parties); with the funds for said payment being drawn from Account No. OTC A 1410 44120 000 0000, and with the Comptroller being authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit; and

WHEREAS, by Resolution No. 135-2024, adopted on February 13, 2024, the Town Board exercised its first one (1) year extension option of its agreement with Top Key Court Reporting, Inc., for said firm to provide stenographic services to the Town Board for its hearings, for the calendar year 2024, commencing on January 1, 2024, through December 31, 2024, nunc pro tunc, at a cost not to exceed \$35,000.000, with the funds for said payment being drawn from Account No. OTC A 1410 44120 000.0000, the Comptroller being authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit; and

WHEREAS, Hon. Richard La Marca, Town Clerk, and Donna Antetomaso, Deputy Town Clerk, by memorandum dated September 5, 2024, requested that the Town Board exercise its second one (1) year option of its agreement with Top Key Court Reporting, Inc., for said firm to provide stenographic services to the Town Board for its hearings, for the calendar year 2025, commencing on January 1, 2025 through December 31, 2025, at a cost not to exceed \$35,000.00, pursuant to all terms and conditions as previously agreed to by the parties, and with the funds for said payment to be drawn from Account No. OTC A 1410 44120 000 0000; and

WHEREAS, Town Clerk LaMarca and Deputy Town Clerk Antetomaso, by said memorandum, advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has determined that the provisions of the Town of Oyster Bay Procurement Policy have been satisfied,

NOW, THEREFORE BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby exercises its second one (1) year option of its agreement with Top Key Court Reporting, Inc. for said firm to provide stenographic services to the Town Board for its hearings, for the calendar year 2025, commencing on January 1, 2025 through December 31, 2025, at a cost not to exceed \$35,000.00, pursuant to all terms and conditions as previously agreed to by the parties; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTC A 1410 44120 000 0000; and be it further



Resolution No. 732-2024

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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



WHEREAS, pursuant to Town Board Resolution 177-2025, adopted February 25, 2025, the Town retained Hon. Michael A. Montesano, 313 Frost Pond Road, Glen Head, NY 11545, to provide outside counsel legal services to the Office of the Town Attorney for calendar year 2025; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated January 28, 2026, recommended that the legal services of Hon. Michael A. Montesano be extended for calendar year 2026 at a rate of \$60.00 per hour, with funds available from Account No. OTA A 1420 44110 000 0000; and

WHEREAS, by memorandum dated January 28, 2026, Thomas M. Sabellico, Special Counsel to the Office of the Town Attorney, advised that as the Town's Procurement Policy, under Guideline 5(b), permits the procurement of a vendor that is a "sole source" vendor, Judge Montesano, based upon his extensive resume applicable to the issues and matters that come before the Office of the Town Attorney, it is this Office's position that the Town is in compliance with the Town Procurement Policy in seeking the procurement of the services of the Hon. Michael A. Montesano, to serve as outside counsel to the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes the retention of Hon. Michael A. Montesano to provide legal services, as outside counsel, to the Office of the Town Attorney, at a rate of \$60.00 per hour, for the calendar year of 2026, nunc pro tunc; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account, upon submission of a duly certified claim, after audit, in an amount not to exceed \$60,000.00 for calendar year 2026, with funds available from Account No. OTA A 1420 44110 000 0000.

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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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

Town of Oyster Bay
Inter-Departmental Memo

90

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : January 28, 2026
SUBJECT: Authorization to Retain Counsel to the Office of the Town Attorney


Pursuant to Town Board Resolution No. 177-2025, adopted on February 25, 2025, the Town retained Hon. Michael A. Montesano to provide outside counsel legal services to the Office of the Town Attorney for calendar year 2025.

This Office seeks to extend the legal services of Hon. Michael A. Montesano for calendar year 2026, nunc pro tunc, at a rate of \$60.00 per hour, in an amount not to exceed \$60,000.00, with funds available from Account No. OTA 1420 44110 000 0000, and recommends and requests that the Town Board adopt a resolution authorizing same.

By memorandum dated January 28, 2026, Thomas M. Sabellico, Special Counsel to the Office of the Town Attorney, advised that as the Town's Procurement Policy, Guideline 5(b), permits the procurement of a vendor that is a "sole source" vendor, Judge Montesano, based upon his extensive resume applicable to the issues and matters that come before the Office of the Town Attorney, it is this Office's position that the Town is in compliance with the Town Procurement Policy in seeking the procurement of the services of the Hon. Michael A. Montesano, to serve as outside counsel to the Office of the Town Attorney.

Kindly place this matter on the docket so that the attached Resolution, pertaining to this matter, can be heard at the February 10, 2026 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JL:jl
Attachment



WHEREAS, pursuant to Town Board Resolution 177-2025, adopted February 25, 2025, the Town retained Hon. Michael A. Montesano, 313 Frost Pond Road, Glen Head, NY 11545, to provide outside counsel legal services to the Office of the Town Attorney for calendar year 2025; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated January 28, 2026, recommended that the legal services of Hon. Michael A. Montesano be extended for calendar year 2026 at a rate of \$60.00 per hour, with funds available from Account No. OTA A 1420 44110 000 0000; and

WHEREAS, by memorandum dated January 28, 2026, Thomas M. Sabellico, Special Counsel to the Office of the Town Attorney, advised that as the Town's Procurement Policy, under Guideline 5(b), permits the procurement of a vendor that is a "sole source" vendor, Judge Montesano, based upon his extensive resume applicable to the issues and matters that come before the Office of the Town Attorney, it is this Office's position that the Town is in compliance with the Town Procurement Policy in seeking the procurement of the services of the Hon. Michael A. Montesano, to serve as outside counsel to the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes the retention of Hon. Michael A. Montesano to provide legal services, as outside counsel, to the Office of the Town Attorney, at a rate of \$60.00 per hour, for the calendar year of 2026, nunc pro tunc; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account, upon submission of a duly certified claim, after audit, in an amount not to exceed \$60,000.00 for calendar year 2026, with funds available from Account No. OTA A 1420 44110 000 0000.

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Reviewed By
Office of Town Attorney



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

TO : FRANK M. SCALERA, Esq.
Town Attorney

FROM : THOMAS M. SABELLICO, Special Counsel
Office of the Town Attorney

DATE : January 28, 2026

SUBJECT: Procurement – Hon. Michael A. Montesano

We are in receipt of your memorandum, requesting the opinion of this office with respect to your office's compliance with the Town's Procurement Policy regarding the extension of the Town's procurement of Hon. Michael A. Montesano to serve as outside counsel to the Office of the Town Attorney.

In response to your inquiry, we have reviewed the materials you submitted, including Judge Montesano's resume and the Town's Procurement Policy. The Procurement Policy, under Guideline 5(b), allows for the procurement of a vendor that is a "sole source" vendor without the need to advertise for or receive other proposals or quotes. That section of the Policy also defines a "sole source vendor" to include "those with a unique skill set." With respect to Judge Montesano, in addition to being an active member of the New York State Bar, he has served as a Police Officer, Detective, Intern with Nassau County District Attorney, Law Professor, Town of Oyster Bay Hearing Officer, Village Prosecutor, Acting Village Justice, New York State Assemblyman, and Nassau County District Court Judge. His resume is extremely extensive in many areas of practice that comprise matters that come before the Town Attorney's Office. It is the opinion of the undersigned that you are in compliance with the Town's Procurement Policy if you proceed to extend the Town's procurement of the services of Hon. Michael A. Montesano, as a sole source vendor, based on his unique skill set, to serve as outside counsel to the Office of the Town Attorney.

Office of the Town Attorney

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS:/nb



Meeting of February 25, 2025

Resolution No.177-2025

WHEREAS, the Town has sought procurement of legal services to serve as outside counsel to the Office of the Town Attorney; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated February 18, 2025, advised that the Hon. Michael A. Montesano, 313 Frost Pond Road, Glen Head, NY 11545, maintains an extensive resume in many areas of legal practice that comprises matters that are presented to the Office of the Town Attorney and possesses a unique skill set that would be extremely beneficial to the Town and satisfy the Town's objective in seeking outside counsel legal services to the Office of the Town Attorney; and

WHEREAS, Thomas M. Sabellico, Special Counsel to the Office of Town Attorney, by memorandum dated February 4, 2025, advised that as the Town's Procurement Policy, under Guideline 5(b), permits the procurement of a vendor that is a "sole source" vendor, the Hon. Michael A. Montesano, based upon his extensive resume applicable to the issues and matters that come before the Office of the Town Attorney, the Town is in compliance with the Town Procurement Policy, in seeking the procurement of the services of the Hon. Michael A. Montesano to serve as outside counsel to the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes and ratifies the retention of Hon. Michael A. Montesano, *nunc pro tunc* to provide legal services, as outside counsel, to the Office of the Town Attorney, at a rate of \$50.00 per hour, commencing February 13, 2025; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account, upon submission of a duly certified claim, after audit, in an amount not to exceed \$50,000.00 for calendar year 2025, with funds available from Account No. OTA A 1420 44110 000 0000.

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



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

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : February 18, 2025
SUBJECT: Authorization to Retain Counsel to the Office of the Town Attorney

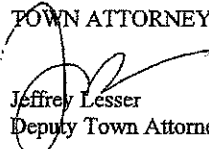
The Town has sought procurement of outside counsel legal services to the Office of the Town Attorney.

The Hon. Michael A. Montesano maintains an extensive resume in many areas of legal practice that comprises matters that are presented to the Office of the Town Attorney. Judge Montesano, a former Nassau County District Court Judge, has had a long and distinguished career, holding numerous positions, including as Police Officer, New York State Assemblyman and Law Professor. Judge Montesano's unique skill set would be extremely beneficial to the Town and satisfy the Town's objective in seeking legal services to the Office of the Town Attorney, as outside counsel, at a rate of \$50.00 per hour.

By memorandum dated February 4, 2025, Thomas M. Sabellico, Special Counsel to the Office of the Town Attorney, advised that as the Town's Procurement Policy, under Guideline 5(b), permits the procurement of a vendor that is a "sole source" vendor, Judge Montesano, based upon his extensive resume applicable to the issues and matters that come before the Office of the Town Attorney, it is this Office's position that the Town is in compliance with the Town Procurement Policy in seeking the procurement of the services of the Hon. Michael A. Montesano, to serve as outside counsel to the Office of the Town Attorney, in an amount not to exceed \$50,000.00 for calendar year 2025, with funds available from Account No. OTA A 1420 44110 000 0000.

Kindly suspend the rules and place this matter on the docket so that the attached Resolution, pertaining to this matter, can be heard at the February 25, 2025 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JL:jl
Attachment



WHEREAS, Executive Director John E. Rottkamp, of the Nassau County Vocational Education & Extension Board ("VEEB"), by email dated January 27 2026, requested to enter into an Inter-Municipal Agreement with the Town, authorizing VEEB and the Nassau County Fire Service Academy to use the Town's Recharge Basin No. 33 on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, to conduct training for firefighters that respond to ice rescues; and

WHEREAS, John Tassone, Chief Deputy Commissioner, Department of Public Works, advised that the Department is able to accommodate the request as it will not inconvenience the Town, or interfere with the Town's operations, and requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with VEEB and the Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated January 30, 2026, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town, nunc pro tunc, with the Nassau County Vocational Education & Extension Board ("VEEB") & Nassau County Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, nunc pro tunc,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Nassau County Vocational Education & Extension Board ("VEEB") & Nassau County Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, nunc pro tunc.

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Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

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

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

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Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE TOWN ATTORNEY
DATE: January 30, 2026
SUBJECT: Inter-Municipal Agreement with Nassau County Vocational Education & Extension Board ("VEEB") & Nassau County Fire Service Academy for Use of TOB Recharge Basin No. 33, Winding Road, Old Bethpage

Executive Director John E. Rottkamp, of the Nassau County Vocational Education & Extension Board ("VEEB"), by email dated January 27 2026, requested to enter into an Inter-Municipal Agreement with the Town, authorizing VEEB and the Nassau County Fire Service Academy to use the Town's Recharge Basin No. 33 on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, to conduct training for firefighters that respond to ice rescues. John Tassone, Chief Deputy Commissioner, Department of Public Works, advised that the Department is able to accommodate the request as it will not inconvenience the Town, or interfere with the Town's operations, and requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with VEEB and the Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the attached Inter-Municipal Agreement with the Nassau County Vocational Education & Extension Board ("VEEB") & Nassau County Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026. Kindly include this matter on the Town Board action calendar for Tuesday, February 10, 2026. A draft resolution accompanies this memorandum.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:eaf
Attachment



Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, Executive Director John E. Rottkamp, of the Nassau County Vocational Education & Extension Board ("VEEB"), by email dated January 27 2026, requested to enter into an Inter-Municipal Agreement with the Town, authorizing VEEB and the Nassau County Fire Service Academy to use the Town's Recharge Basin No. 33 on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, to conduct training for firefighters that respond to ice rescues; and

WHEREAS, John Tassone, Chief Deputy Commissioner, Department of Public Works, advised that the Department is able to accommodate the request as it will not inconvenience the Town, or interfere with the Town's operations, and requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with VEEB and the Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated January 30, 2026, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town, nunc pro tunc, with the Nassau County Vocational Education & Extension Board ("VEEB") & Nassau County Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, nunc pro tunc,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Nassau County Vocational Education & Extension Board ("VEEB") & Nassau County Fire Service Academy for their use of TOB Recharge Basin No. 33 on Winding Road, Old Bethpage, on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday, February 22, 2026, and on Saturday, February 28, 2026, nunc pro tunc.

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INTERMUNICIPAL AGREEMENT BETWEEN
THE NASSAU COUNTY VOCATIONAL EDUCATION & EXTENSION BOARD
("VEEB") and the Nassau County Fire Service Academy
and
THE TOWN OF OYSTER BAY, NEW YORK
FOR USE OF TOWN FACILITIES

LICENSE AGREEMENT

DATED: _____, 2026

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, hereinafter referred to as the "TOWN"; and

NASSAU COUNTY VOCATIONAL EDUCATION & EXTENSION BOARD ("VEEB") and the Nassau County Fire Service Academy, having its principal office at 300 Winding Road, Old Bethpage, New York 11804, hereinafter called the "LICENSEE" or the "FSA".

WITNESSETH:

WHEREAS, the TOWN is the owner of certain premises located on the east side of Winding Road, Old Bethpage, New York, which is designated as TOB Recharge Basin 33, hereinafter referred to as the "PREMISES", as identified on the attached "TOB Area 25, Map 1 "; and

WHEREAS, the LICENSEE is an IRS designated 501C(3) not-for-profit, Agency that provides quality training programs that enable Nassau County's 71 volunteer fire departments to discharge their responsibilities as firefighters, company officers and department officers, in an efficient and effective manner while minimizing



the risk to their own personal safety, and also assists those fire departments to comply with New York State OSHA regulations and firefighting standards of the National Fire Protection Association.

WHEREAS, the TOWN owns the PREMISES on the east side of Winding Road, Old Bethpage, and the LICENSEE is located in close proximity on the west side of Winding Road, Old Bethpage, and the LICENSEE would like to utilize the PREMISES on Saturday, January 31, 2026, and on Sunday, February 1, 2026, to conduct training for firefighters that respond to ice rescues; and

WHEREAS, the LICENSEE's utilization of the PREMISES on Saturday, January 31, 2026, and on Sunday, February 1, 2026, will not inconvenience the TOWN or interfere with the TOWN's operations; and

WHEREAS, the training offered by LICENSEE will benefit the visitors to, and residents and taxpayers of the TOWN by providing the latest procedures, techniques and technology to those first responders performing ice rescues; and

NOW, THEREFORE, the parties hereto, for and in consideration of the services, mutual covenants and agreements hereinafter contained, agree as follows:

1. The TOWN hereby grants permission to the LICENSEE to use the PREMISES, known as TOB Recharge Basin 33, as identified on the attached "TOB Area



25, Map 1 ", subject, at all times to the TOWN's right to terminate this License Agreement, as hereinafter set forth. The LICENSEE shall utilize the Licensed Premises on Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday February 22, 2026, and on Saturday, February 28, 2026, to conduct training for firefighters that respond to ice rescues. No other member of the public shall be allowed access to the Licensed Premises, or any other area of the PREMISES, in connection with this Agreement. LICENSEE acknowledges that TOWN shall have no obligation to provide security and LICENSEE assumes all risk and liabilities associated from the level of security LICENSEE elects to maintain at the Premises.

2. The term of the license (the "Term") shall be for the period Saturday, January 31, 2026, Sunday, February 1, 2026, Sunday February 22, 2026, and on Saturday, February 28, 2026.

3. Any preparation, grading, fencing or alteration of the land or appurtenances thereon that may be necessary or required for the intended use, shall be the sole responsibility of the LICENSEE and shall be made at its own cost and expense, for the LICENSEE's purposes, provided, however, that LICENSEE shall restore any and all alterations to their original condition at the end of the Term.

5. The LICENSEE shall obtain, and furnish evidence of, insurance for the benefit of the TOWN with respect to such coverages, such amounts and such limits as the TOWN shall require from time to time. Without limitations, the LICENSEE shall initially



obtain coverage and provide Certificates of Insurance and additional Insured Endorsements with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00,\$2,000,000.00 in the aggregate, and \$500,000.00 for property damage and shall name the "Town of Oyster Bay, all elected and appointed Town officials, employees, architects, engineers, consultants and volunteers" as additional named insureds on those policies. The LICENSEE shall further insure its vehicles with policies providing coverage limits of not less than a \$1,000,000.00 combined single limit and shall further insure its property and equipment which may at any time be upon the PREMISES, and list the "Town of Oyster Bay, all elected and appointed Town officials, employees, architects, engineers, consultants and volunteers" as additional named insureds on those policies. LICENSEE shall provide evidence to the TOWN of Workers' Compensation Insurance Coverage. Failure to maintain, and supply evidence of insurance, to the TOWN shall be a material default under this License Agreement.

6. It is understood and agreed that the license herein granted for the temporary use and occupancy of said land, does not and shall not in any way be construed to evidence a transfer of any interest in real property between the parties hereto, or create a Landlord-Tenant relationship.

7. The LICENSEE agrees to 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 and nature, whether direct or indirect, arising out



of the use of the land hereunder, or the carelessness, negligence or improper conduct or alleged carelessness, negligence or improper conduct of the LICENSEE and/or its subcontractors, agents, or employees, which responsibility shall not be limited to the insurance coverage herein provided for.

8. The LICENSEE shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state or municipal government, and of any and all their departments and bureaus, applicable to the use of said land, for and the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term.

9. The permission of the TOWN granting the use of said land hereunder, is made only to the LICENSEE, and may not, without the express consent of the Town Board of the TOWN, be transferred or assigned to any other firm or person.

10. All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement, shall be in writing, if to the TOWN, to the Town Attorney, 54 Audrey Avenue, Oyster Bay, N.Y. 11771; if to the LICENSEE, to the Nassau County Fire Service Academy, Attn: Superintendent John E. Rottkamp, 300 Winding Road, Old Bethpage, N.Y. 11804, with a copy to VEEB BOARD OF DIRECTORS, 30 E. Cherry Street, Hicksville, N.Y. 11801. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail, or



FedEx or other comparable overnight courier service to the parties at the address first above written, or such other addresses as shall be given in writing by any party to the other. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two business days after mailing; or in the case of overnight courier service, on the business day after the same was sent. A party receiving a notice that does not comply with the technical requirements for the notice under this section may elect to waive any deficiencies and treat the notice as having been properly given. LICENSEE shall not be entitled to any notices of any nature whatsoever from the TOWN except with respect to matters for which this agreement specifically and expressly provides for the giving of notice.

11. LICENSEE hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof. LICENSEE hereby waives, and agrees not to assert, any such suit, action or proceeding, or any claim that is not personally subject to such jurisdiction, or any right to remove an action brought in State court to Federal court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. LICENSEE agrees that service in any such action, whether or not in either such jurisdiction, may be effectuated by means in accordance with the notice provisions of this License Agreement or by any other means of service allowed by law.



12. This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York and any applicable law of the United States of America.

13. It is understood and agreed that this Agreement embodies the entire understanding of the parties, and may not be extended or modified, except in writing, subscribed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

Reviewed:

TOWN OF OYSTER BAY:

Deputy Town Attorney

By: Supervisor

NASSAU COUNTY VEEB & the
Nassau County Fire Service Academy

By:

License Agreement between the Town of Oyster Bay and the Nassau County VEEB and the Nassau County Fire Service Academy for the use of TOB Recharge Basin No. 33



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

On this _____ day of _____, 2026, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides at Nassau County, New York; that he is the _____ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this _____ day of _____, 2026, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she/he resides at _____ County, New York, that she/he is the _____ of the Nassau County VEEB & the Nassau County Fire Service Academy, the municipal corporation described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Board of said corporation, and that she/he signed her/his name thereto by like order.

Notary Public

License Agreement between the Town of Oyster Bay and the Nassau County VEEB and the Nassau County Fire Service Academy for the use of TOB Recharge Basin No. 33



WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on January 26, 2025, 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 February 2, 2026, 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 the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[e]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law -2026, entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

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Reviewed By
Office of Town Attorney
[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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

WHEREAS, Joseph Rodgers, Ex-Chief Bayville Fire Company, ("Fire Company"), 258 Bayville Avenue, Bayville, New York, by email advised that the Fire Company traditionally keeps their 32 foot fire/rescue boat ("50m1") docked in Mill Neck Creek, which has become unnavigable due to ice formations, and requested to berth 50m1 at Theodore Roosevelt Marina, Oyster Bay, for the period, nunc pro tunc, from January 27, 2026 thru March 31, 2026, or until the ice subsides in Mill Neck Creek; and

WHEREAS, Ex-Chief Rodgers, by said email, further advised that 50m1 is an essential first responder vessel for the residents and visitors to the North Shore, as it functions as the main source of firefighting water supply to many areas without fire hydrants; it responds to numerous water emergencies and fire suppression activities throughout the Long Island Sound, and that by docking 50m1 at the Theodore Roosevelt Marina, this vital rescue vessel will readily accessible to the Fire Company; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 2, 2026, advised that the Department can accommodate the Bayville Fire Company's fire/rescue vessel, and requested Town Board authorization to permit the Bayville Fire Company, to berth their 32 foot fire/rescue boat ("50m1") at Theodore Roosevelt Marina, Oyster Bay, for the period, nunc pro tunc, from January 27, 2026 thru March 31, 2026, or until the ice subsides in Mill Neck Creek, thus allowing the continued use of this necessary rescue equipment; and

WHEREAS, the Town Board deems this to be appropriate and beneficial to the general public, as well as promotes the health, safety and welfare of the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Parks is hereby authorized to permit the Bayville Fire Company, to berth their 32 foot fire/rescue boat ("50m1") at Theodore Roosevelt Marina, Oyster Bay, for the period, nunc pro tunc, from January 27, 2026 thru March 31, 2026, or until the ice subsides in Mill Neck Creek, at no cost to the Bayville Fire Company.

#

PRS
Reviewed By
Office of Town Attorney
Elizabeth O. Taughman

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

DATE: FEBRUARY 2, 2026

SUBJECT: BAYVILLE FIRE DEPARTMENT

The Department of Parks respectfully requests Town Board approval to allow the Bayville Fire Company to dock their 32' fire/rescue boat(50m1) at the Theodore Roosevelt Marina.

The Bayville Fire Department currently keeps the 32' rescue vessel(50m1) docked in Mill Neck Creek which has become unnavigable due to ice formation. The vessel is an essential first responder for the Town of Oyster Bay villages including but not limited to Bayville, Mill Neck, Centre Island and other villages on the North Shore.

The Bayville Fire Department is requesting dockage for this vessel from January 27, 2026, through March 31, 2026.

The Parks Department respectfully requests Town Board approval, nunc pro tunc to January 27, 2026, therefore please suspend the rules and place this item on the February 10, 2026 Town Board calendar.



JOSEPH G. PINTO, COMMISSIONER
PARKS DEPARTMENT



Greg Mangino

From: [REDACTED]
Sent: Friday, January 30, 2026 8:41 AM
To: Greg Mangino
Subject: Fwd: 50M1 Roosevelt marina request

You don't often get email from everclear11709@yahoo.com. [Learn why this is important](#)

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 Afternoon Deputy Commissioner Greg Mangino

Bayville Fire Company is urgently requesting the ability to dock their 32ft fire/rescue boat (50m1) at Roosevelt Marina in Oyster Bay due to the total icing of Mill Neck Creek. Bayville FD currently keeps their 32 foot rescue vessel (50m1) docked in Mill Neck Creek which has become unnavigable due to ice formation. 50m1 is an essential first responder vessel for the Town of Oyster Bay villages including but not limited to Bayville, Mill Neck, Centre Island and all of the Oyster Bay Villages on the north shore. Furthermore 50m1 is the main source of firefighting water supply to many areas without fire hydrants in Town of Oyster Bay. Additionally 50M1 responds to numerous water emergencies and fire suppression activities though out the western sound. Therefore we require the boat to be readily accessible and in the water year round. Bayville FC is requesting to dock 50m1 at Roosevelt marina the winter months during the ice forming temperatures. At this time Bayville FC requires dockage January 27,2026 thru March 31, 2026 or until the ice subsides in Mill Neck Creek. I have secured a dock spot with cooperation from Town Of Oyster Bay Bay constables in the Northeast area of Roosevelt marina next to the Nassau County PD boat and TOB Bay constable Boat If I can be of any assistance or you need any more information and/or documentation please don't hesitate to give me a Call or email at your convenience.

Thank You and Stay Safe

Ex-Chief Bayville Fire Company
Town Of Oyster Bay Constable 215

Joseph Rodgers



WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated February 3, 2026, recommended that pursuant to New York State Town Law Sections 25 and 116 (5-a), and New York State Public Officers Law Section 11 (2), the Town Board procure insurance in lieu of the undertaking requirement for elected officials; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, requested Town Board authorization to utilize the services of Salerno Brokerage Corporation to procure the Town of Oyster Bay's Public Officials Liability Insurance policy from Chubb Insurance Group., at a premium of \$234,796.00, nunc pro tunc from January 28, 2026 through January 28, 2027, with the funds for said payment to be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, further requested that the Town Comptroller be authorized and directed to encumber an additional amount \$10,000.00 for any premium increases and/or additional fees from claims and/or expenses which may arise during the policy term; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, advised that pursuant to Guideline No 5 (b) of the Town of Oyster Bay Procurement Policy, the proposed vendor is exempt from the written solicitation, proposals or quotation requirements of said Policy; and

WHEREAS, Messrs Scalera and Healey, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has been satisfied that all other provisions of the Town of Oyster Bay Procurement Policy have been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, nunc pro tunc from January 28, 2026, and the Office of the Town Attorney is hereby authorized to utilize Salerno Brokerage Corporation to procure the Town of Oyster Bay's Public Officials Liability Insurance Policy from Chubb Insurance Group, at a premium of \$234,796.00, for the period January 28, 2026 through January 28, 2027; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and be it further

RESOLVED, That the Town Comptroller is hereby further 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 Comptroller is hereby authorized and directed to encumber an additional amount not to exceed \$10,000.00 for any premium increases and/or additional fees from claims and/or expenses which may arise during the policy term.

#

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

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

Elizabeth Longman
Reviewed By
Office of Town Attorney

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: February 3, 2026
SUBJECT: Public Officials Liability Insurance Policy: 2026-2027

Pursuant to New York State Town Law Sections 25 and 116 (5-a), and New York State Public Officers Law Section 11 (2), the Town Board may procure insurance in lieu of the undertaking requirement for elected Town officials. The Office of the Town Attorney recommends that the Town Board pursue this course of action.

In furtherance of the above recommendation, this office requests Town Board authorization to utilize Salerno Brokerage Corporation ("Salerno") to procure the Town's Public Officials Liability Insurance Policy from the Chubb Insurance Group. The coverage period would commence, nunc pro tunc, from January 28, 2026, through January 28, 2027. The premium for said policy would be in an amount not to exceed \$234,796.00. The funds for the payment of the premium shall be drawn from Account No. TWN AMS 1910 43010 603 0000 000. This office also requests that the Town Board authorize and direct the Town Comptroller to encumber an additional amount not to exceed \$10,000.00 to cover any premium increases and/or additional fees because of any claims and/or expenses arising during the policy term.

Pursuant to Guideline No. 5 (b) of the Town of Oyster Bay Procurement Policy, Salerno is exempt from the Policy's solicitation, written proposal or quotation requirements. The firm and its principals contain a unique skill set which allows them to procure insurance carriers capable of satisfying Town's specific and stringent insurance requirements. Salerno has been actively engaged in the practice of risk management and municipal insurance for many decades. They are the Town's incumbent broker in many areas. In the context of providing coverage for the Town's Public Officials, the policies that they have been able to deliver to the Town have been comprehensive in coverage, and reasonable in cost. No other broker has demonstrated the requisite knowledge, experience and expertise of securing qualified carriers for its municipal clients in this highly specialized insurance area.

The Town has reviewed the proposed vendor's disclosure questionnaire and has been satisfied that all other provisions of the Town of Oyster Bay Procurement Policy have been fulfilled.

Kindly suspend the rules and place this matter on the Town Board Action Calendar for February 10, 2026.

Very truly yours,

FRANK M. SCALERA
TOWN ATTORNEY

Ralph P. Healey

Ralph P. Healey
Deputy Town Attorney

RPH:rph
Attachment



WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated February 3, 2026, recommended that pursuant to New York State Town Law Sections 25 and 116 (5-a), and New York State Public Officers Law Section 11 (2), the Town Board procure insurance in lieu of the undertaking requirement for elected officials; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, requested Town Board authorization to utilize the services of Salerno Brokerage Corporation to procure the Town of Oyster Bay's Public Officials Liability Insurance policy from Chubb Insurance Group, at a premium of \$234,796.00, nunc pro tunc from January 28, 2026 through January 28, 2027, with the funds for said payment to be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, further requested that the Town Comptroller be authorized and directed to encumber an additional amount \$10,000.00 for any premium increases and/or additional fees from claims and/or expenses which may arise during the policy term; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, advised that pursuant to Guideline No 5 (b) of the Town of Oyster Bay Procurement Policy, the proposed vendor is exempt from the written solicitation, proposals or quotation requirements of said Policy; and

WHEREAS, Messrs. Scalera and Healey, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has been satisfied that all other provisions of the Town of Oyster Bay Procurement Policy have been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, nunc pro tunc from January 28, 2026, and the Office of the Town Attorney is hereby authorized to utilize Salerno Brokerage Corporation to procure the Town of Oyster Bay's Public Officials Liability Insurance Policy from Chubb Insurance Group, at a premium of \$234,796.00, for the period January 28, 2026 through January 28, 2027; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and be it further

RESOLVED, That the Town Comptroller is hereby further 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 Comptroller is hereby authorized and directed to encumber an additional amount not to exceed \$10,000.00 for any premium increases and/or additional fees from claims and/or expenses which may arise during the policy term.

#

Reviewed By
Office of Town Attorney
Elizabeth J. Faughnan





SALERNO BROKERAGE CORP.
 TOWNS & VILLAGES RISK MANAGEMENT CORP.
 HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
 www.salernoins.com

January 16, 2026

Mr. Ralph Healey, Esq.
 Town of Oyster Bay
 54 Audrey Avenue
 Oyster Bay, NY

Re: Public Officials Liability renewal policy effective 1/28/2026 - Updated

Dear Mr. Healey:

As previously discussed, the Town's incumbent Public Officials Liability carrier, Greenwich/AXA XL, has elected to non-renew the Town's policy effective January 28, 2026.

In advance of the renewal date, we undertook a comprehensive marketing effort to secure replacement coverage and approached all known viable carriers willing to consider monoline Public Officials Liability for a municipality of the size and exposure profile.

Markets Approached

- Greenwich / AXA XL – Non-renewed; declined to quote
- Chubb – Updated Proposal received (attached)
- Ironshore Specialty – Updated Proposal received (attached)
- Munich Re – Declined
- Berkley – Declined
- HCC – Declined
- Lexington – Declined due to adverse loss experience
- Metis / Obsidian – Declined
- Richmond National – Declined due to loss history
- RSUI – Declined primary; offered excess terms only
- Hudson – Previously exited first-dollar Public Officials market
- NYMJR – Declined

Option 1 – Chubb Revised

- Carrier: ACE American Insurance Company (Chubb)
- Limit: \$5,000,000
- Defense Costs/expenses: within limit
- Retention:
 - \$150,000 per Public Officials and Employment Practices Liability claims
- Premium: \$234,796
- Key Notes:
 - Strong carrier with prior Town experience
 - Includes enhanced EPL risk management services (EPL Assist™)
 - Requires updated, signed application and Favorable Changes to Internal Procedures following open claim





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Page Two
Town of Oyster Bay

January 16, 2026
Public Officials Liability Renewal

Option 2 – Ironshore Revised

- **Carrier:** Ironshore
- **Limit:** \$5,000,000
- **Defense Costs/expense:** within limit
- **Premium:** \$245,763.
- **Retention:** \$150,000 Public Officials Claim; \$150,000 Employment Practices Liability Claims; except \$250,000 for any law enforcement employee
- **Key Notes:**
 - Requires updated, signed application and Favorable Changes to Internal Procedures following open claim

General Notes:

- Chubb and Ironshore may (*but have not confirmed*) consider choice of counsel – however, they will need current resumes and rates for their review. Please provide ASAP if this is something that the Town will like the carrier to consider. In the past, the Town was able to procure the following choice of counsel:
 - **Kendric Law Group:**
 - Partners and Of-Counsel: \$205
 - Associates: \$190
 - Paralegals: \$95
- Both the Chubb and Ironshore option include Defense WITHIN the liability limit.
- As with any claims-made policy – any prior litigation and prior situations that may give rise to a future claim are not covered on the new policies.
 - Thus very important that all incidents and litigation be reported to the Town's current carrier with Greenwich/AXA/XL.
- All available options reflect:
 - Higher retentions
 - Increased premiums
 - This is consistent with current Public Entity underwriting trends nationwide.
- **NYMIR advised that they could not offer an alternative at this time.**
- All carriers are requiring: Favorable Changes to Internal Procedures following open claim (Please review and advise Town's response to this requirement.)





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Page Three
Town of Oyster Bay

January 16, 2026
Public Officials Liability Renewal

- Chubb and Ironshore applications have been provided and reviewed. Depending on which carrier, the Town chooses, will determine which application needs to be executed.
- Consideration should be given to Excess Coverage over the primary \$5M Limit. We have obtained two options as noted below. Note: Kinsale is a non-admitted carrier.

Excess Layer Options for consideration:

Excess Layer – \$2.5M xs \$5M - Kinsale: \$47,100. (incl. taxes & fees)
Excess Layer - \$5M xs \$5MM - Kinsale: \$84,700. (incl. taxes & fees)

Expiring vs. Renewal Comparison

25-26 Expiring Policy (Greenwich / AXA XL):

- Limit: \$5,000,000 (Defense and Indemnification)
- Defense Limit: \$5,000,000
- Retention:
 - \$50,000 per claim
 - \$75,000 EPL
- Premium: \$182,354

26-27: Chubb Option:

Option 1 – Chubb Revised

- Carrier: ACE American Insurance Company (Chubb)
- Limit: \$5,000,000
- Defense Costs/expenses: within limit
- Retention:
 - \$150,000 per Public Officials and Employment Practices Liability claims
- Premium: \$234,796

26-27: Ironshore Option:

Option 2 – Ironshore Revised

- Carrier: Ironshore
- Limit: \$5,000,000
- Defense Costs/expense: within limit
- Retention: \$150,000 Public Officials Claim; \$150,000 Employment Practices Liability Claims; except \$250,000 for any law enforcement employee
- Premium: \$245,763.

26-27: Excess Quotes provided

- Excess Layer – \$2.5M xs \$5M - Kinsale: \$47,100. (incl. taxes & fees)
- Excess Layer - \$5M xs \$5MM - Kinsale: \$84,700. (incl. taxes & fees)





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Page Four
Town of Oyster Bay

January 16, 2026
Public Officials Liability Renewal

We await your guidance on which option the Town wishes to pursue so we may proceed with binding instructions and required documentation prior to the January 28, 2026 effective date.

Cordially,

Maryann K. Aiello

Maryann K. Aiello

Nicole L. Morton

Nicole L. Morton

MKA:NLM/nm

Enc.



SALERNO BROKERAGE CORPORATION

117 Oak Drive
 Syosset, NY 11791

INVOICE

Customer	Town of Oyster Bay
Year	1970
Date	01/28/2026
Customer Name	Towns & Villages
Customer Address	Nicole Morton
Page	1 of 1

Town of Oyster Bay
 Town Attorney's Office
 54 Audrey Avenue
 Oyster Bay, NY 11771

Payment Information	
Invoice Amount	\$ 234,796.00
Payment Method	Invoice#129871
Reference	G49733999 001

Thank You



Please detach and return with payment

Customer: Town of Oyster Bay

Invoice	Effective	Transaction	Description	Amount
129871	01/28/2026	Renew policy	Policy #G49733999 001 01/28/2026-01/28/2027 ACE American Insurance Company Public Officials Liabilit - Renew policy Due Date: 1/28/2026	234,796.00

You can now pay ONLINE! To make a payment online, please go to <https://salernoins.epaypolicy.com>

\$ 234,796.00

Thank You

SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset, NY 11791	(516)364-4044	Date
		01/28/2026



DPS
Reviewed By
Office of Town Attorney
Elizabeth D. Faughnan

WHEREAS, Resolution No. 535-2022, adopted on August 9, 2022, authorized the Town to enter into an agreement with Exiger, LLC, to provide Automated Vendor Monitoring to the Town for a one-year term, commencing on August 20, 2022 through August 19, 2023, with two (2) one-year extension options, at the Town's option; and

WHEREAS, Resolution No. 618-2023, adopted on August 15, 2023, authorized the Town to exercise the first extension option for the period from August 20, 2023 through December 31, 2023, and Resolution No. 767-2024, adopted October 1, 2024, authorized the Town to exercise the second extension option for the period from January 1, 2024 through December 31, 2024; and

WHEREAS, Resolution No. 333-2025, adopted on May 6, 2025, authorized the Town to enter into a new agreement, nunc pro tunc, for the period of January 1, 2025 through December 31, 2025, in an amount not to exceed \$96,000.00, with two (2) one-year extension options, at the Town's option; and

WHEREAS, John Wighaus, Inspector General, by memorandum dated February 5, 2026, recommended and requested Town Board authorization to exercise the first one-year extension, for the period of January 1, 2026 through December 31, 2026, nunc pro tunc, in an amount not to exceed \$96,000.00, with one (1) one-year extension option remaining, at the Town's option, with funds for said payment to be drawn from Account No. DIG A 1345 44900 000 0000; and

WHEREAS; Inspector General Wighaus, by said memorandum, advised that Exiger, LLC, is considered a Sole Source under the Town's Procurement Policy, and that the vendor's disclosure questionnaire was reviewed and found to be in accordance with the Town's Procurement Policy,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request hereinabove set forth are accepted and approved, and the Town Board hereby authorizes the exercise of the first one-year extension, for the period of January 1, 2026 through December 31, 2026, nunc pro tunc, in an amount not to exceed \$96,000.00, with one (1) one-year extension option remaining, at the Town's option, and authorizes the Supervisor or his designee to execute the necessary documents to effectuate same; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DIG A 1345 44900 000 0000 and 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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Monteleone	Aye

95

45

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

TO : Memorandum Docket

FROM : Office of the Inspector General

DATE : February 4, 2026

SUBJECT: Exiger LLC

Resolution No. 535-2022, adopted on August 9, 2022, authorized the Town to enter into an agreement with Exiger, LLC, to provide Automated Vendor Monitoring to the Town for a one-year term commencing on August 20, 2022 through August 19, 2023, with two (2) one-year extension options, at the Town's option.

Resolution No. 618-2023, adopted on August 15, 2023, authorized the Town exercise the first extension option for the period from August 20, 2023 through December 31, 2023, and Resolution No. 767-2024, adopted October 1, 2024, authorized the Town to exercise the second extension option for the period from January 1, 2024 through December 31, 2024.

Resolution No. 333-2025, adopted on May 6, 2025, authorized the Town enter into a new agreement, nunc pro tunc, for the period of January 1, 2025 through December 31, 2025, in an amount not to exceed \$96,000.00, with two (2) one-year extension options, at the Town's option.

Based upon their qualifications and experience, it is recommended that the Town exercise the first one-year extension, nunc pro tunc, for the period of January 1, 2026 through December 31, 2026, in an amount not to exceed \$96,000.00, with one (1) one-year extension option remaining, at the Town's option. The funds for said payment are to be drawn from Account No. DIG A 1345 44900 000 0000.

Please be advised that Exiger, LLC, is considered a Sole Source under the Town's Procurement Policy, because of its unique database and algorithms. It should be noted, that when Exiger was originally procured, it was the only respondent to the Town's RFP, among nine (9) corporations solicited.

The Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled. See the attached approval memo from the Office of the Inspector General.


Kindly suspend the rules and place this matter on the Town Board action calendar for February 10, 2026.


 JOHN WIGHAUS
 INSPECTOR GENERAL

Town of Oyster Bay
Inter-Departmental Memo

TO : Frank Scalera, Town Attorney
FROM : John Wighaus, Inspector General
DATE : February 4, 2026
SUBJECT: Disclosure Questionnaire- Exiger LLC

After a thorough review of the information gathered of Exiger LLC, record checks show there are no contributing risks to this profile.


JOHN WIGHAUS
INSPECTOR GENERAL



Meeting of August 9, 2022

Resolution No 535-2022

Reviewed By
Office of Town Attorney
Ralph P. Hooley

WHEREAS, Brian J. Noone, Inspector General, by memorandum dated July 18, 2022, advised that a Request for Proposals (RFP) was issued and was sent to nine (9) firms, was placed on the Town of Oyster Bay website, and advertised in Newsday, seeking proposals from firms interested in providing Automated Vendor Monitoring Services to the Town of prospective contractors and of company names; and

WHEREAS, the Inspector General received one (1) response by the response due date, and

WHEREAS, the Inspector General, by said memorandum, advised that the evaluation and selection process was performed in compliance with the requirements of Guidelines 6 and 9 of the Town Procurement Policy and a waiver of the Procurement Policy has been issued by the Office of Town Attorney, following receipt of one (1) response to the aforementioned RFP; and

WHEREAS, following a review and evaluation of the response received, the Inspector General recommended Town Board approval to award Exiger, LLC, 1675 Broadway, 15th Floor, New York, New York 10019, as the provider of services pursuant to the aforementioned RFP; and, by said memorandum, requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement with Exiger, LLC to provide Automated Vendor Monitoring Services to the Town for a one (1) year term beginning August 20, 2022 through August 19, 2023, for an amount not to exceed \$96,000.00, with two (2), one-year extension options, at the Town's option; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town is hereby authorized to enter into an agreement with Exiger, LLC, to provide the aforementioned services for a one (1) year term beginning August 20, 2022 through August 19, 2023, with two (2), one-year extension options, at the Town's option; and it is further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to Exiger, LLC, in an amount not to exceed \$96,000.00, with funds to be drawn from Account No. DIG A 1345-44900 000 0000, 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 Salafino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent



Meeting of October 1, 2024

Resolution No. 767-2024

WHEREAS, Resolution No. 535-2022, adopted on August 9, 2022, authorized the Town to enter into an agreement with Exiger, LLC, to provide Automated Vendor Monitoring to the Town for a one-year term, commencing on August 20, 2022 through August 19, 2023, with two (2) one-year extension options, at the Town's option; and

WHEREAS, Resolution No. 618-2023, adopted on August 15, 2023, authorized the Town exercise an extension option of said appointment for the period from August 20, 2023 through December 31, 2023; and

WHEREAS, Frank M. Scatena, Town Attorney, and Jillian M. Enright, Deputy Town Attorney, by memorandum dated September 24, 2024, requested Town Board authorization to exercise an extension option, *mutuo tempore*, for the period from January 1, 2024 through December 31, 2024, in an amount not to exceed \$96,000.00; and

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

NOW, ~~HEREFORE~~ BE IT RESOLVED, That the request and recommendation hereinabove set forth are accepted and approved, and the Town Board hereby authorizes the second extension option of the agreement with Exiger, LLC, for the period of January 1, 2024 through December 31, 2024, in an amount not to exceed \$96,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DIG-A 1345 44900 000 0000 and that the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-

Reviewed By
Catherine Town Attorney
[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 Imbrose	Aye
Councilman Hand	Aye
Councilman Labriola	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Meeting of May 6, 2025

Resolution No.333-2025

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, Resolution No. 535-2022, adopted on August 9, 2022, authorized the Town to enter into an agreement with Exiger, LLC, to provide Automated Vendor Monitoring to the Town for a one-year term, commencing on August 20, 2022 through August 19, 2023, with two (2) one-year extension options, at the Town's option; and

WHEREAS, Resolution No. 618-2023, adopted on August 15, 2023, authorized the Town to exercise the first extension option for the period from August 20, 2023 through December 31, 2023, and Resolution No. 767-2024, adopted October 1, 2024, authorized the Town to exercise the second extension option for the period from January 1, 2024 through December 31, 2024; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 25, 2025, recommended and requested Town Board authorization to enter into a new agreement, nunc pro tunc, for the period of January 1, 2025 through December 31, 2025, in an amount not to exceed \$96,000.00, with two (2) one-year extension options, at the Town's option; and

WHEREAS; Town Attorney Scalera and Deputy Town Attorney Faughnan, by said memorandum, advised that the vendor advised that Exiger, LLC, is considered a Sole Source under the Town's Procurement Policy,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request hereinabove set forth are accepted and approved, and the Town Board hereby authorizes the Supervisor or his designee to enter into a new agreement, nunc pro tunc, for the period of January 1, 2025 through December 31, 2025, in an amount not to exceed \$96,000.00, with two (2) one-year extension options, at the Town's options; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DIG A 1345 44900 000 0000 and 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
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye
Councilman Montelcone	Aye



Meeting of August 15, 2023

Resolution No.618-2023

WHEREAS, Resolution No. 535-2022, adopted on August 9, 2022, authorized the Town to enter into an agreement with Exiger, LLC, to provide Automated Vendor Monitoring to the Town for a one-year term, commencing on August 20, 2022 through August 19, 2023, with two (2) one-year extension options, at the Town's option; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated August 11, 2023, requested Town Board authorization to exercise an extension option for the period from August 20, 2023 through December 31, 2023, in an amount not to exceed \$45,000.00; and

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

NOW, THEREFORE BE IT RESOLVED, That the request and recommendation hereinabove set forth are accepted and approved, and the Town Board hereby authorizes the extension option of the agreement with Exiger, LLC, for the period of August 20, 2023 through December 31, 2023, in an amount not to exceed \$45,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DIG A 1345 44900 000 0000 and that the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

#

3/6/23
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 Imboto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



DPS
 Reviewed By
 Office of Town Attorney
 Elizabeth A. Jaughan

WHEREAS, Resolution No. 535-2022, adopted on August 9, 2022, authorized the Town to enter into an agreement with Exiger, LLC, to provide Automated Vendor Monitoring to the Town for a one-year term, commencing on August 20, 2022 through August 19, 2023, with two (2) one-year extension options, at the Town's option; and

WHEREAS, Resolution No. 618-2023, adopted on August 15, 2023, authorized the Town to exercise the first extension option for the period from August 20, 2023 through December 31, 2023, and Resolution No. 767-2024, adopted October 1, 2024, authorized the Town to exercise the second extension option for the period from January 1, 2024 through December 31, 2024; and

WHEREAS, Resolution No. 333-2025, adopted on May 6, 2025, authorized the Town to enter into a new agreement, nunc pro tunc, for the period of January 1, 2025 through December 31, 2025, in an amount not to exceed \$96,000.00, with two (2) one-year extension options, at the Town's option; and

WHEREAS, John Wighaus, Inspector General, by memorandum dated February 5, 2026, recommended and requested Town Board authorization to exercise the first one-year extension, for the period of January 1, 2026 through December 31, 2026, nunc pro tunc, in an amount not to exceed \$96,000.00, with one (1) one-year extension option remaining, at the Town's option, with funds for said payment to be drawn from Account No. DIG A 1345 44900 000 0000; and

WHEREAS; Inspector General Wighaus, by said memorandum, advised that Exiger, LLC, is considered a Sole Source under the Town's Procurement Policy, and that the vendor's disclosure questionnaire was reviewed and found to be in accordance with the Town's Procurement Policy,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request hereinabove set forth are accepted and approved, and the Town Board hereby authorizes the exercise of the first one-year extension, for the period of January 1, 2026 through December 31, 2026, nunc pro tunc, in an amount not to exceed \$96,000.00, with one (1) one-year extension option remaining, at the Town's option, and authorizes the Supervisor or his designee to execute the necessary documents to effectuate same; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DIG A 1345 44900 000 0000 and that the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit.

-#-



WHEREAS, the Town Board of the Town of Oyster Bay ("Town Board"), has heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board 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, Chief Deputy Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated February 5, 2026, advised that the plaintiff in this action, Helena Pistone, alleges that she was injured on March 9, 2021 at approximately 6:00 am in the roadway in front of 10 Cheryl Lane West, Farmingdale, when she allegedly tripped and fell over a portion of sidewalk that she claims was raised by a tree root. Five months earlier, Pistone, who owned and resided at the adjacent property, had requested that the Town remove the tree. The alleged accident occurred before the tree could be removed; and

WHEREAS, as a result of the accident, Mr. Pistone, now 55, allegedly sustained multiple injuries including a fractured left patella that required surgical repair involving a bone graft. Her leg was immobilized for two months thereafter, following which she underwent several months of physical therapy. At the time of the accident, Pistone was employed as a teacher's aide and she produced records indicating that she was unable to work for three months following the surgery; and

WHEREAS, following discovery, this matter was set down for jury selection and trial. The liability aspects of the case were tried to a jury in April before the Honorable Christopher McGrath. The jury returned a verdict finding the Town 40% at fault for the plaintiff's accident, with the comparative negligence of the plaintiff assessed at 60%. A new jury convened in May and heard the damages portion of the trial. After deliberations, the jury came back with a total verdict of \$100,000, which, when reduced by the liability verdict, results in a total jury award to the plaintiff of \$40,000.00; and

WHEREAS, the jury award amount and the assessed liability percentages are a reasonable outcome of this matter and payment of the jury award amount of \$40,000.00 is in the best interests of the Town according to the memorandum of Messrs. Scalera and Ehrlich,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of the Messrs. Scalera and Ehrlich, payment of the sum of \$40,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, Helena Pistone, with regard to the action entitled Helena Pistone v. Town of Oyster Bay, Nassau County Index No. 603826/2022, and be it further

RESOLVED, That, upon the submission of a properly and fully executed Stipulation of Discontinuance with Prejudice and a General Release in favor of the Town, 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 "Helena Pistone and Scott Baron & Associates, P.C., as attorneys", in the amount of \$40,000.00 with funds for such payment to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-

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

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

Reviewed By
Office of Town Attorney

96

Town of Oyster Bay
Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : February 5, 2026
SUBJECT: Settlement of Negligence Claim
Helena Pistone v. Town of Oyster Bay
Nassau County Index No. 603826/2022
Our Matter No. 2021-8041

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 plaintiff in this action, Helena Pistone, alleges that she was injured on March 9, 2021 at approximately 6:00 am in the roadway in front of 10 Cheryl Lane West, Farmingdale, when she allegedly tripped and fell over a portion of sidewalk that she claims was raised by a tree root. Five months earlier, Pistone, who owned and resided at the adjacent property, had requested that the Town remove the tree. The alleged accident occurred before the tree could be removed.

As a result of the accident, Mr. Pistone, now 55, allegedly sustained multiple injuries including a fractured left patella that required surgical repair involving a bone graft. Her leg was immobilized for two months thereafter, following which she underwent several months of physical therapy. At the time of the accident, Pistone was employed as a teacher's aide and she produced records indicating that she was unable to work for three months following the surgery.

Following discovery, this matter was set down for jury selection and trial. The liability aspects of the case were tried before a jury in April 2025 before the Honorable Christopher McGrath. The jury returned a verdict finding the Town 40% at fault for the plaintiff's accident, with the comparative negligence of the plaintiff assessed at 60%. A new jury convened in May and heard the damages portion of the trial. After deliberation, the jury came back with a total verdict of \$100,000, which, when reduced by the liability verdict percentage, results in a total jury award to the plaintiff of \$40,000.00.

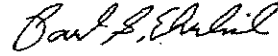
The trial was a fair presentation and determination of the issues, the liability percentages assessed by the jury were reasonable and commensurate with the testimony, and the total jury award amount reflects a reasonable outcome of this matter and the payment of the jury award amount of \$40,000.00 is in the best interests of the Town.

Accordingly, we have attached a resolution authorizing payment of \$40,000.00, to be paid upon the receipt of a properly and fully executed Stipulation of Discontinuance with Prejudice and a General Release in favor of the Town. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.



Kindly suspend the rules and place this matter upon the Town Board Action Calendar for Tuesday, February 10, 2026.

OFFICE OF TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney

PSE:pe
Attachment



WHEREAS, the Town Board of the Town of Oyster Bay ("Town Board"), has heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board 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, Chief Deputy Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated February 5, 2026, advised that the plaintiff in this action, Helena Pistone, alleges that she was injured on March 9, 2021 at approximately 6:00 am in the roadway in front of 10 Cheryl Lane West, Farmingdale, when she allegedly tripped and fell over a portion of sidewalk that she claims was raised by a tree root. Five months earlier, Pistone, who owned and resided at the adjacent property, had requested that the Town remove the tree. The alleged accident occurred before the tree could be removed; and

WHEREAS, as a result of the accident, Mr. Pistone, now 55, allegedly sustained multiple injuries including a fractured left patella that required surgical repair involving a bone graft. Her leg was immobilized for two months thereafter, following which she underwent several months of physical therapy. At the time of the accident, Pistone was employed as a teacher's aide and she produced records indicating that she was unable to work for three months following the surgery; and

WHEREAS, following discovery, this matter was set down for jury selection and trial. The liability aspects of the case were tried to a jury in April before the Honorable Christopher McGrath. The jury returned a verdict finding the Town 40% at fault for the plaintiff's accident, with the comparative negligence of the plaintiff assessed at 60%. A new jury convened in May and heard the damages portion of the trial. After deliberations, the jury came back with a total verdict of \$100,000, which, when reduced by the liability verdict, results in a total jury award to the plaintiff of \$40,000.00; and

WHEREAS, the jury award amount and the assessed liability percentages are a reasonable outcome of this matter and payment of the jury award amount of \$40,000.00 is in the best interests of the Town according to the memorandum of Messrs. Scalera and Ehrlich,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of the Messrs. Scalera and Ehrlich, payment of the sum of \$40,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, Helena Pistone, with regard to the action entitled Helena Pistone v. Town of Oyster Bay, Nassau County Index No. 603826/2022, and be it further

RESOLVED, That, upon the submission of a properly and fully executed Stipulation of Discontinuance with Prejudice and a General Release in favor of the Town, 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 "Helena Pistone and Scott Baron & Associates, P.C., as attorneys", in the amount of \$40,000.00 with funds for such payment to be drawn from Account No. TWN AMS 1910-43010-602 0000 000.

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Reviewed By
Office of Town Attorney



**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU
PRESENT: HON. CHRISTOPHER T. McGRATH
Justice.**

-----X
HELENA PISTONE,
Plaintiff,

**IAS/TRIAL PART 25
INDEX NO. 603826/2022
MOTION SEQ. NO. 001**

-against-

DECISION & ORDER

TOWN OF OYSTER BAY,
Defendants.
-----X

The following electronically filed documents for Motion Sequence No. 001, listed on NYSCEF document numbers "28" through "35" and all exhibits have been read and considered on this motion.

Following a trial by jury, Plaintiff moves for an Order granting an additur increasing the jury's award for future pain and suffering from \$25,000.00 to an amount that does not deviate materially from the weight of the evidence, and the interest of justice pursuant to CPLR §4404(a); or in the alternative, setting aside the jury verdict as to damages only on the ground that it is inadequate and contrary to the weight of the credible evidence and directing a new trial on damages pursuant to CPLR §4404(a).

Plaintiff failed to attach a copy of the trial transcript to her motion. Given the nature of the issues raised in this motion and the absence of a trial transcript or relevant portions of the transcript, the Court is precluded from meaningful review of this motion. (*See Gorbea v DeCohen*, 118 AD3d 548, 549, 987 NYS2d 152 [1st Dept 2014]). Plaintiff provides only the trial transcript of the verdict as recorded by the Court. In fact, Plaintiff argues that the trial record establishes findings by the treating surgeon, Dr. Shachar Kenan, however, the Court cannot confirm that the Plaintiff's argument correctly characterizes the trial testimony of Dr. Kenan. Defendant argues that Defendant's medical examining physician, Dr. Eric Freeman, agrees with Dr. Kenan that Plaintiff has no disability. Without the trial transcripts of these experts, the Court cannot consider these arguments in review of the motion.

Notwithstanding the lack of trial testimony to support Plaintiff's argument, Plaintiff claims that the award for future pain and suffering is fundamentally disproportionate to the evidence of



the plaintiff's physical limitations and enduring pain. This Court does not agree. Plaintiff had a fractured patella with surgery followed by six weeks in a cast, four physical therapy sessions over the span of three weeks, and returned to work as a teacher's aide approximately ten weeks post-accident. Plaintiff sought no medical treatment over the next four years until just prior to trial when she made a complaint of pain upon kneeling to her treating physician. The jury, after listening to all of the testimony and viewing the Plaintiff, awarded her \$25,000.00 for future damages.

"While the amount of damages to be awarded for personal injuries is a question for the jury, 'the jury's determination is entitled to great deference (citations omitted), it may be set aside if the award materially deviates from what would be reasonable compensation.'" (*Vainer v DeSalvo*, 107 AD3d 697, 698, 967 NYS2d 107 [2d Dept 2013]; see CPLR §5501[c]). In determining if an award materially deviates from reasonable compensation, the Court looks to what awards have been previously upheld or reduced on appellate review and decide whether the instant award falls within those boundaries. The cases cited by Plaintiff in support of additur increasing the jury award for future pain and suffering are not cases from the Second Department, do not involve a patella fracture and as such are not instructive or persuasive.

Plaintiff cites a Third Department case of *Adams v Georgian Motel Corp.*, 291 AD2d 760, 738 NYS2d 712 (3d Dept 2002). In *Adams*, the plaintiff sustained a back injury with pain and back spasms for four years followed by spinal fusion surgery. The Court modified the judgment reversing the award of \$20,000 for past pain and suffering and ordering a new trial as to past pain and suffering unless the parties stipulate to increase the award to \$100,000.

Plaintiff relies on the First Department case, *Juliano v Prudential Secs.*, 287 AD2d 260, 731 NYS2d 142 (1st Dept 2001), involving a torn medial meniscus to the right knee with two arthroscopic surgeries where the jury awarded an aggregate sum of \$68,000 for past and future pain and suffering. The First Department increased the award for past and future pain and suffering to \$200,000.

The third case relied on by Plaintiff is another First Department case of *Atkinson v Buch*, 17 AD3d 222, 793 NYS2d 39 (1st Dept 2005). In *Atkinson*, plaintiff sustained a broken jaw while undergoing a tooth extraction. The First Department increased the award for past pain and suffering from \$10,000 to \$75,000.



Based on the Plaintiff's motion, this Court cannot conclude that said award is inadequate and contrary to the weight of the credible evidence.

Upon the foregoing, it is hereby

ORDERED AND ADJUDGED that the Plaintiff's motion for an Order granting an additur increasing the jury's award for future pain and suffering from \$25,000.00 to an amount that does not deviate materially from the weight of the evidence, and the interest of justice pursuant to CPLR §4404(a); or in the alternative, setting aside the jury verdict as to damages only on the ground that it is inadequate and contrary to the weight of the credible evidence and directing a new trial on damages pursuant to CPLR §4404(a) is **DENIED IN ITS ENTIRETY.**

The foregoing constitutes the Order and Judgment of this Court

Dated: September 17, 2025
Mineola, New York


HON. CHRISTOPHER T. McGRATH
J.S.C.



Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : February 6, 2026
SUBJECT: 2026 Fire Protection Agreement for the Plainview Fire Protection District

The Plainview Volunteer Fire Department, Inc. has provided this office with the necessary information regarding the 2026 fire protection contract for the Plainview Fire Protection District. Please reserve a space at the next Town Board meeting on Tuesday, February 10, 2026, regarding our request that the Town Clerk be authorized to advertise a Notice of Hearing to be held on Tuesday, February 24, 2026, at 10 a.m., for this Fire Protection Agreement.

Kindly suspend the rules and include this matter on the February 10, 2026, Town Board action calendar for action. The draft resolution and Public Notice accompany this memo.

FRANK M. SCALERA
OFFICE OF THE TOWN ATTORNEY

Elizabeth A. Faughnan


Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Attachment



Meeting of February 10, 2026

Resolution No. 97-2026


Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on the proposed contract for fire protection for the 2026 Calendar Year, nunc pro tunc, with the Plainview Volunteer Fire Department, Inc., said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, February 24, 2026, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the

newspaper of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

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

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

REK
Reviewed By
Office of Town Attorney
Elizabeth U. Saugman

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 24, 2026, at 10:00 o'clock a.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contract for fire protection, copies of which are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contract with the following Fire Company shall provide in general for the furnishing of fire protection during Calendar Year 2026, nunc pro tunc, to the listed Fire Protection District at the agreed per annum charge set forth, all subject to taxation in said District, as shown on the last completed Town Assessment Roll:

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
Plainview Volunteer Fire Department, Inc.	Plainview	\$ 5,785,200.00

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY.
JOSEPH SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.
Dated: February , 2026, Oyster Bay, New York.

Meeting of February 10, 2026

Resolution No. 98-2026

AM
Reviewed By
Office of Town Attorney
Elizabeth A. Trougher

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on the proposed contract for fire protection for the 2026 Calendar Year, nunc pro tunc, with the Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc.; said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, February 24, 2026, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the

newspaper of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

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

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

Edley
Reviewed By
Office of Town Attorney
Elizabeth A. Jennings

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 24, 2026, at 10:00 o'clock a.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contract for fire protection, copies of which are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contract with the following Fire Company shall provide in general for the furnishing of fire protection during Calendar Year 2026, nunc pro tunc, to the listed Fire Protection District at the agreed per annum charge set forth, all subject to taxation in said District, as shown on the last completed Town Assessment Roll:

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc.	Glenwood-Glen Head	\$ 980,260.00

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY.
JOSEPH SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.
Dated: February , 2026, Oyster Bay, New York.

Town of Oyster Bay
Inter-Departmental Memo

98

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : February 6, 2026
SUBJECT: 2026 Fire Protection Agreement for the Glenwood-Glen Head Fire Protection District

The Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc., has provided this office with the necessary information regarding the 2026 fire protection contract for the Glenwood-Glen Head Fire Protection District. Please reserve a space at the next Town Board meeting on Tuesday, February 10, 2026, regarding our request that the Town Clerk be authorized to advertise a Notice of Hearing to be held on Tuesday, February 24, 2026, at 10 a.m., for this Fire Protection Agreement.

Kindly suspend the rules and include this matter on the February 10, 2026, Town Board action calendar for action. The draft resolution and Public Notice accompany this memo.

FRANK M. SCALERA
OFFICE OF THE TOWN ATTORNEY

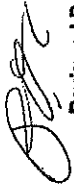
Elizabeth A. Faughman
Elizabeth A. Faughman
Deputy Town Attorney

EAP:ba
Attachment



Meeting of February 10, 2026

Resolution No. 99-2026


Reviewed By
Office of Town Attorney
Elizabeth D. Jauchman

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on the proposed contract for fire protection for the 2026 Calendar Year, nunc pro tunc, with the Wantagh Fire District; said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, February 24, 2026, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the

newspaper of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

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

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

BA
Reviewed By
Office of Town Attorney
Elizabeth A. Jauchman

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 24, 2026, at 10:00 o'clock a.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contract with the Wantagh Fire District for fire protection, copies of which are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contract with the Wantagh Fire District shall provide in general for the furnishing of fire protection during Calendar Year 2026, nunc pro tunc, for the Town-owned property known as TOBAY Beach at the agreed per annum charge set forth:

<u>FIRE COMPANY</u>	<u>AREA PROTECTED</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
Wantagh Fire District	TOBAY Beach	\$ 8,500.00

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY.
JOSEPH SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.
Dated: February , 2026, Oyster Bay, New York.

Town of Oyster Bay
Inter-Departmental Memo

99

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : February 6, 2026
SUBJECT: 2026 Fire Protection Agreement with the Wantagh Fire District

The Wantagh Fire District has provided this office with the necessary information regarding the 2026 fire protection contract for the Town-owned property known as TOBAY Beach. Please reserve a space at the next Town Board meeting on Tuesday, February 10, 2026, regarding our request that the Town Clerk be authorized to advertise a Notice of Hearing to be held on Tuesday, February 24, 2026, at 10 a.m., for this Fire Protection Agreement.

Kindly suspend the rules and include this matter on the February 10, 2026, Town Board action calendar for action. The draft resolution and Public Notice accompany this memo.

FRANK M. SCALERA
OFFICE OF THE TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Attachment

