

Meeting of May 9, 2023

Resolution No. TF-6-2023

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

ITEM NO.	DEPT.	AMOUNT	FROM
024-23	PKS	\$ 4,090.25	PKS A 7110 47900 000 0000
			TO
		\$ 4,090.25	PKA A 7110 21000 000 0000

-#-

Reviewed By  
Office of Town Attorney

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: May 1, 2023

SUBJECT: 2023 Transfer of Funds

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

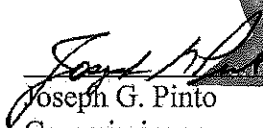
**FROM:**

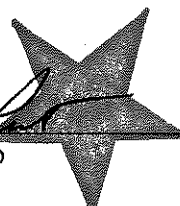
PKS-A-7110-47900-000-0000	Other Expenses	\$4,090.25
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**TO:**

PKS-A-7110-21000-000-0000	Furniture	\$4,090.25
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This transfer is being requested to provide funds necessary for office furniture requested by the Department of Parks.

  
Joseph G. Pinto  
Commissioner



JGP:jpb

*John Canning*  
COMMISSIONER OF HUMAN RESOURCES  
APPROVED

Meeting of May 9, 2023

RESOLUTION P-9-2023

WHEREAS, The 2023 Budget, adopted October 25, 2022 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 2023 Budget, on October 25, 2022, was by a Resolution of the Town Board; and

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

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

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

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

Meeting of May 9, 2023

Resolution No.274-2023

*Ms.*  
Office of Town Attorney  
*Donnica Wolfe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 5, 2023, requested and recommended Town Board authorization to issue a refund in the amount of a \$350.00 to Town of Oyster Bay resident Walter A. Peto III, 24 Edison Drive, Plainview, New York 11803, from Account No. PKS A 0001 02001 510 0000, for fees paid for the 2023 Town of Oyster Bay Spring Ice Hockey Program, as his son was injured and will no longer be able to attend the program; and

WHEREAS, based on the 2023 Town of Oyster Bay refund policy, Mr. Peto is entitled to receive a full refund of the \$350.00 registration fee,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of a \$350.00 to Walter A. Peto III, 24 Edison Drive, Plainview, New York 11803, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of a duly certified claim, after audit.

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 4/5/2023

SUBJECT: Walter A Peto III- Spring 2023 Ice Hockey Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$350.00 (three hundred and fifty dollars and 00/100 cents) to the Town of Oyster Bay resident Walter A Peto III, 24 Edison Drive, Plainview, NY 11803. Mr Peto's son was unable to attend the Spring 2023 Ice Hockey Program due to an injury.

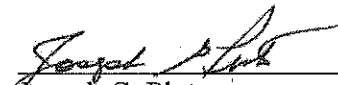
Based on the 2023 Town of Oyster Bay refund policy, Walter A Peto III is eligible to receive the refund as follows:

Spring 2023 Ice Hockey Program \$350.00  
5% Administrative Fee Waived

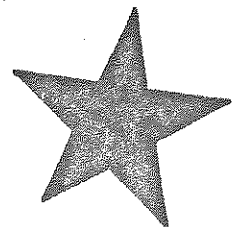
**TOTAL REFUND                      \$350.00 (three hundred and fifty dollars and 00/100 cents)**

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

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

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

JGP/nh



  
Reviewed By  
Office of Town Attorney

*America Walsh*

Meeting of May 9, 2023

Resolution No.275-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 5, 2023, requested and recommended Town Board authorization to issue a refund in the amount of a \$332.50 to Town of Oyster Bay resident Tzu Chen, 47 Fall Lane, Jericho, NY 11753, from Account No. PKS A 0001 02001 510 0000, for fees paid for the 2023 Town of Oyster Bay Spring Ice Hockey Program, as Tzu Chen's son is no longer able to attend the program; and

WHEREAS, based on the 2023 Town of Oyster Bay refund policy, Tzu Chen is entitled to receive a refund of the \$350.00 registration fee less the 5 percent administrative fee for a total refund of \$332.50,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of a \$332.50 to Tzu Chen, 47 Fall Lane, Jericho, NY 11753, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of a duly certified claim, after audit.

-#-

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

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

275

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

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 4/5/2023

SUBJECT: Tzu Chen- Spring 2023 Ice Hockey Program Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$332.50 (three hundred and thirty-two dollars and 50/100 cents) to the Town of Oyster Bay resident Tzu Chen, 47 Fall Lane, Jericho, NY 11753. Chen's son will not be attending the Spring 2023 Ice Hockey Program.

Based on the 2023 Town of Oyster Bay refund policy, Tzu Chen is eligible to receive the refund minus a 5% administration fee as follows:

2023 Ice Hockey Program	\$350.00
<u>5% Administration Fee</u>	<u>\$17.50</u>

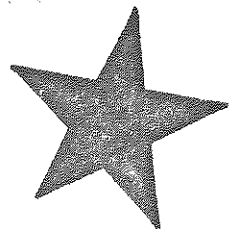
**TOTAL REFUND                    \$332.50 (three hundred and thirty-two dollars and 50/100 cents)**

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

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

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

JGP/nh



Meeting of May 9, 2023

Resolution No.276-2023

WHEREAS, George Boyle has requested to donate a memorial plaque to be placed on an existing bench at Bayfront Park, Massapequa, in memory of Barbara Doyle, Diana Staines, Diana "Sissy" Gill, Carol Gallace, and Nicole Elenterio; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 7, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from George Boyle for a memorial plaque to be placed on an existing bench at Bayfront Park, Massapequa, in memory of Barbara Doyle, Diana Staines, Diana "Sissy" Gill, Carol Gallace, and Nicole Elenterio.

-#-

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

9/13  
Reviewed By  
Office of Town Attorney  
*Danica Wolfe*

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Existing Bench  
**DATE:** April 7, 2023

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The Department of Parks has received a request from George Boyle (letter attached) requesting a memorial plaque on an existing bench at Bayfront Park in Massapequa in memory of Barbara Boyle, Diana Staines, Diana "Sissy" Gill, Carol Gallace and Nicole Elenterio.

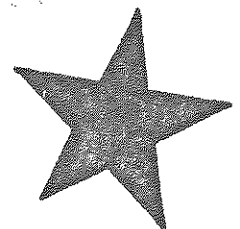
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$850.00 from George Boyle.

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

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

JGP/dc



Reviewed By  
Office of Town Attorney  
*America Wolfe*

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

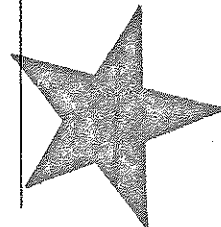
8" x 6" plaque placed under an existing tree is \$550.00

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

—#—

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

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



**Diann Codispodo**

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**From:** Vision People [REDACTED] >  
**Sent:** Wednesday, March 29, 2023 12:10 PM  
**To:** Diann Codispodo  
**Cc:** [REDACTED]  
**Subject:** Memorial Bench - Boyle

**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!

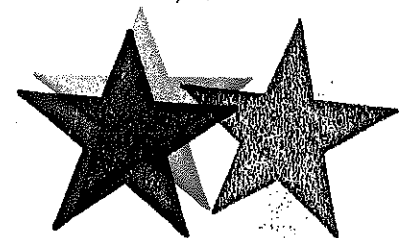
Dear Ms. Codispodo,

I wish to dedicate an existing bench to our lost family members. I spoke with Chris and he located the perfect bench for us in Bayfront Park, Massapequa. If possible I would like the 8x6 plaque to read the following names:

In Loving Memory  
Barbara Boyle  
Diana Staines  
Diana "Sissy" Gill  
Carol Gallace  
Nicole Elenterio

Thank you for helping me to make this happen.

George Boyle



Meeting of May 9, 2023

Resolution No.277-2023

WHEREAS, Alice Marques has requested to donate a memorial plaque to be placed on a new bench at Bayfront Park, Massapequa, in memory of Tito Marques; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 7, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Alice Marques for a memorial plaque to be placed on a new bench at Bayfront Park, Massapequa, in memory of Tito Marques.

-#-

7/13  
Reviewed By  
Office of Town Attorney  
*America Wolfe*

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

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

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** April 7, 2023

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The Department of Parks has received a request from Alice Marques (letter attached) requesting a memorial plaque on a new bench at Bayfront Park in Massapequa, in memory of, Tito Marques.

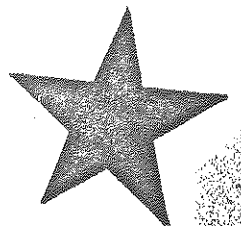
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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

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

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

JGP/dc



## Diann Codispodo

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**From:** Alice Marques [REDACTED]  
**Sent:** Friday, April 7, 2023 9:42 AM  
**To:** Diann Codispodo  
**Subject:** Re: Memorial Prices and Guidelines

**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!

Hi Diann -

I met with Chris this morning and selected a place for a new bench (East side of the walkway, looking toward Amityville). I would like to put an 8X6 plaque on the bench.  
Here is the requested information:

Alice Marques  
Nassau Shores Bayfront Park - new bench with 8X6 plaque  
\$1325  
In memory of Tito Marques

I will send the wording for the plaque ASAP. Please let me know how to remit payment.

Please let me know if you need any further information from me [REDACTED].

Thank you -  
Alice Marques

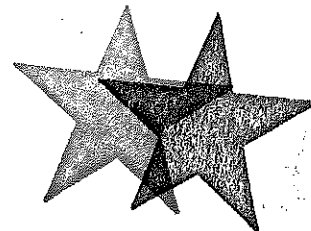
On Apr 3, 2023, at 11:29 AM, Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

Hi Alice attached are the prices and guidelines we spoke of. I passed your name and number to Chris and after you meet with him then you can get back in touch with me to discuss next steps. 516-797-7943

Have a great day,  
Diann☺

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

<Memorial Prices and Guidelines New2022.docx>



Reviewed By  
Office of Town Attorney  
*America Wolfe*

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

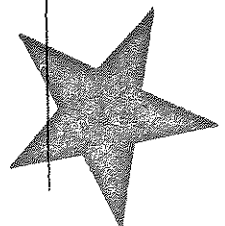
8" x 4" plaque placed under an existing tree is \$450.00  
8" x 6" plaque placed under an existing tree is \$550.00

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

—#—

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

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



Meeting of May 9, 2023

Resolution No.278-2023

WHEREAS, Lisa Steinberg has requested to donate a memorial plaque to be placed on a new bench at Theodore Memorial Park and Beach, Oyster Bay, in memory of her father, Gerald Raymon; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 4, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Lisa Steinberg for a memorial plaque to be placed on a new bench at Theodore Memorial Park and Beach, Oyster Bay, in memory of her father, Gerald Raymon.

-#-

Reviewed By  
Office of Town Attorney  
*Monica Walsh*

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

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

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** April 4, 2023


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The Department of Parks has received a request from Lisa Steinberg (letter attached) requesting a memorial plaque on a new bench at Theodore Memorial Park and Beach in memory of her father, Gerald Raymon.

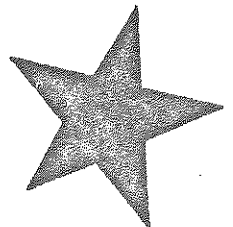
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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

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

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

JGP/dc



## Diann Codispodo

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**From:** Lisa Steinberg <[REDACTED]>  
**Sent:** Thursday, February 23, 2023 11:37 AM  
**To:** Diann Codispodo  
**Subject:** Re: FW: Memorial Prices and Giudelines

**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!

Hi Diann,

This letter is requesting that I would like to donate a new 8 x 6 bench (in the amount of \$1325) with a plaque in honor of my father, Gerald Raymon at Theodore Roosevelt Park in Oyster Bay. Please let me know how to proceed. Thank you.

Regards,

Lisa Steinberg

On Thu, Feb 23, 2023 at 8:23 AM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

GM Lisa, the prices is \$1325. For the bench and the plaque☺ could you please just resend the request letter with this correction?

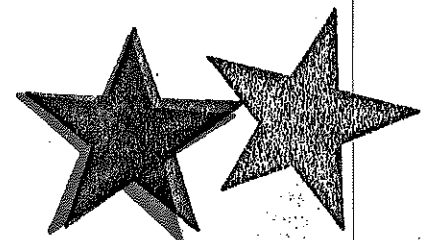
Have a great day,

Diann☺

**From:** Lisa Steinberg <[REDACTED]>  
**Sent:** Tuesday, February 21, 2023 2:23 PM  
**To:** Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)>  
**Subject:** Re: FW: Memorial Prices and Giudelines

**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!

Hi Diann,



I would like to request a new 8 x 6 bench (\$1325) with an 8 x 6 plaque that has 5 lines (\$500) in honor of Gerald Raymon at Roosevelt Park. Please let me know how to proceed with this. Thank you.

~Lisa

On Thu, Feb 2, 2023 at 9:14 AM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

Spelled your name wrong the first time

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**From:** Diann Codispodo

**Sent:** Thursday, February 2, 2023 9:12 AM

**To:** [REDACTED]

**Subject:** Memorial Prices and Guidelines

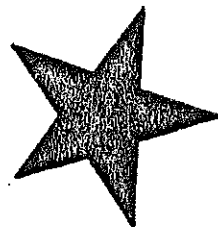
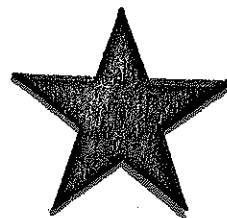
GM Lisa attached are the prices and the guidelines. I will pass your name and number along to Dan and he will reach out to you in the next week or two. After you speak with him then reach back out to me.

Have a great day,

Diann☺

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

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Reviewed By  
Office of Town Attorney  
*America Wolfe*

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

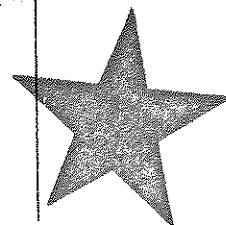
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Reviewed By  
Office of Town Attorney

WHEREAS, Robert C. Weltner, President, Operation S.P.L.A.S.H. (Stop Polluting, Littering and Save Harbors) and Angelo Meloro, Port Captain, Massapequa Chapter, Operation S.P.L.A.S.H., 162 Westside Avenue, P.O. Box 228, Freeport, New York 11520, by letter dated April 5, 2023, requested the use of one (1) boat slip at the public dock near the boat ramp, located within John J. Burns Park, Massapequa, for the 2023, boating season, from April 16, 2023, through November 16, 2023, for said organization to berth its 2009, gas-powered, twenty-three foot (23') Carolina Skiff, with New York State Registration No. EKHA3812F809, and Boat Hull Registration No. NY3466GB, to assist volunteer captains and crew in maintaining the cleanliness and debris-free nature of the waterways in and around Massapequa; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 7, 2023, advised, that the abovementioned boat slip will not be required for use by the Town at that time, and that the Department has no objection to providing Operation S.P.L.A.S.H. with the use of one (1) boat slip at the public dock near the boat ramp, located within John J. Burns Park, Massapequa, for the 2023 boating season, from April 16, 2023 through November 16, 2023, for said organization to berth its 2009, gas-powered, twenty-three foot (23') Carolina Skiff; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to provide Operation SPLASH with the use of one (1) boat slip at the public dock, near the boat ramp, located within John J. Burns Park, Massapequa, for the 2023 boating season, from April 16, 2023 through November 16, 2023, *nunc pro tunc*, for said organization to berth its 2009, gas-powered, twenty-three foot (23') Carolina Skiff, with New York State Registration No. EKHA3812F809, and Boat Hull Registration No. NY3466GB, to assist volunteer captains and crew in maintaining the cleanliness and debris-free nature of the waterways in and around Massapequa, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Parks, and his duly designated representatives;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described activities.

-#-

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: APRIL 7, 2023

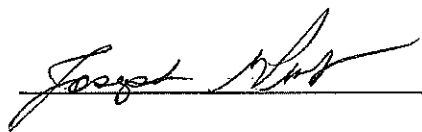
SUBJECT: OPERATION S.P.L.A.S.H. AT JOHN J. BURNS PARK

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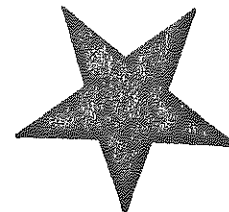
The Department of Parks requests Town Board authorization for Operation Stop Polluting, Littering, and Save Harbors (S.P.L.A.S.H.) to berth their 23' Carolina Skiff, registration number NY3466GB, at the public dock located within John J. Burns Park from April 16, 2023, through November 16, 2023.

Please see the attached request letter, insurance with proper endorsements, and current New York State registration.

Operation S.P.L.A.S.H. is a volunteer-based non-profit organization that is actively protecting our environment and assisting in keeping our waterways safer, making for a more pleasurable experience for our residents. Therefore, this department respectfully recommends approval of this request.

  
JOSEPH G. PINTO, COMMISSIONER  
PARKS DEPARTMENT

JGP/db  
Att.





**Operation S.P.L.A.S.H.**  
**Stop Polluting, Littering and Save**

Town Hall South  
977 Hicksville Road  
Massapequa, NY 11758

April 5, 2023

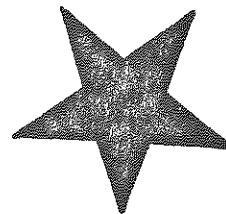
To Whom It May Concern,

Operation SPLASH respectfully requests the use of a slip in the public dock at John J. Burns Park for the 2023 season.

Operation S.P.L.A.S.H. (Stop Polluting, Littering and Save Harbors) is a non-profit, all-volunteer organization committed to improving the quality of life on Long Island Shores by actively cleaning the bays, educating citizens and partnering with other agencies to improve water quality.

As in the past, your support and cooperation makes it a pleasure for our volunteer captains and crew to help keep the bays in and around Massapequa free from debris.

Thank you,



# NEW YORK STATE BOAT REGISTRATION



NY3466E  
3009 CA/SK EKHA381ZF809

RIBE OUT PLEASURE

023 GAS UTD4006 OCT 27 2021

003 UTD21F EXPIRES

NON-TRANSFERABLE 12/31/24

OPERATION: SPLASH, INC

PO BOX 228

FREEPORT NY

11520

Fee Paid

JB735596

VOID IF ALTERED EXCEPT  
FOR CHANGE OF ADDRESS  
NY-639CB (6/24)

\$7.50

HERE IS YOUR WATER-REPELLENT BOAT REGISTRATION.

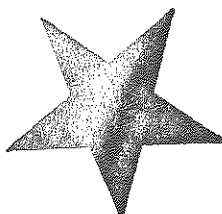
Please separate the registration from the rest of this card.

OPERATION: SPLASH, INC

PO BOX 228

FREEPORT NY

11520





OPERA-1

OP ID: MT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/17/2023

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

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

PRODUCER Garber Atlas Fries & Associates, Inc. 3070 Lawson Blvd. Oceanside, NY 11572 Garber Atlas Fries & Assoc Inc	516-837-1100	CONTACT NAME: Michael Plafker PHONE (A/C, No, Ext): 516-837-1100 FAX (A/C, No): 516-837-1200 E-MAIL ADDRESS: mplafker@gafinsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance		19445
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X		CML25286488-01	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Watercraft			HP125286488-01	03/15/2023	03/15/2024	

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

RE: 2009 Vessel, 23 foot Carolina Skiff, Registration #NY3466GB  
Town of Oyster Bay is included as additional insured where it is required by written contract.

Reviewed By  
Office of Town Attorney

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay  
977 Hicksville Road  
Massapequa, NY 11758

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

AUTHORIZED REPRESENTATIVE



Hold Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 5 day of April <sup>2023</sup>~~2019~~, by Operation SPLASH  
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment  
located at and/or described as PUBLIC DOCK AT JOHN J. BURNS PARK, NEAR  
THE BOAT RAMP.

for the event described as REMOVING TRASH FROM SOUTH OYSTER BAY WATERS  
The property/equipment is needed from April 16, 2023 to Nov. 16, 2023  
The event for which the property and/or equipment is requested ( ) is ( ☒ ) is not a profit making event.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization

Operation SPLASH

Address of Organization

P.O. Box 228  
Freeport, NY 11520

By:

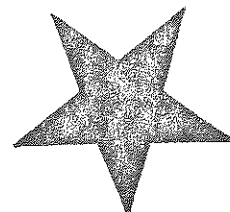
Angelo Meloro  
Authorized Representative

Title:

Port Captain, Massapequa Chapter

Telephone Number:

[REDACTED]



Meeting of May 9, 2023

Resolution No.280-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 6, 2023, requested Town Board approval for Town of Oyster Bay Full Day Summer Camp Recreation upper staff members to take the Aquatics Solution Pool Activity Leader course as required by the Nassau County Department of Health; and

WHEREAS, the course will be conducted by Aquatic Solutions Inc. at a cost of \$125.00 per employee for a total cost of \$2,500.00 for twenty (20) upper staff members required to take the course; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members are hereby authorized to take the Aquatics Solution Pool Activity Leader course, required by the Nassau County Department of Health; and be it further

RESOLVED, That the customer account to be charged for this service will be TWN-TA-0000-00085-444-0000.

-#-

Reviewed By  
Office of Town Attorney  
*Monica Wolfe*

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

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

DATE: April 6, 2023

SUBJECT: 2023 Summer Recreation Program Pool Activity Leader Course

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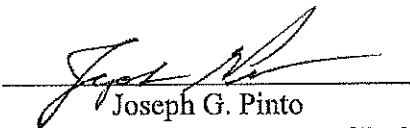
The Department of Parks, Division of Recreation, respectfully requests Town Board approval, for the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members to take the Aquatics Solution Pool Activity Leader course. The Nassau County Department of Health requires this course.

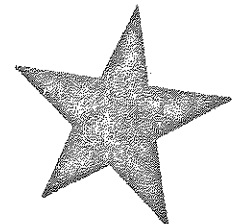
Aquatics Solutions Inc. will conduct this course at the cost of \$125.00 per employee. The camp will need 20 upper staff members to take this course, totaling \$2,500.00.

The vendors Disclosure Questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met."

Attached you will find a letter from the Town Attorney's office, dated (March 27, 2023), certifying guideline 5B (sole source) of the town's procurement policy has been satisfied.

The account to be charged for the above-mentioned service is TWN-TA-0000-00085-444-0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner, Department of Parks



# **TOWN OF OYSTER BAY**

## **Inter-Departmental Memorandum**

**TO** : JOSEPH G. PINTO, Commissioner  
Department of Parks

**FROM** : OFFICE OF THE TOWN ATTORNEY

**DATE** : March 27, 2023

**SUBJECT:** Request for Declaration of Sole Source Vendor  
Aquatic Solutions Inc.

We are in receipt of your request for the opinion of this office as to sole source designation of the above referenced company with respect to providing the Pool Activity Leader Course training to the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members, as required by the Nassau County Department of Health.

Based upon our review of the facts, it is the opinion of our office that Aquatic Solutions Inc. is a sole source vendor to provide this training, and therefore, the Department may proceed to procure the services of Aquatic Solutions Inc. with respect to providing the Pool Activity Leader Course training to the Town of Oyster Bay Full Day Summer Camp Recreation upper staff members, as required by the Nassau County Department of Health, as a sole source provider, without the solicitations, written proposals or quotations normally required under the Town's Procurement Policy.

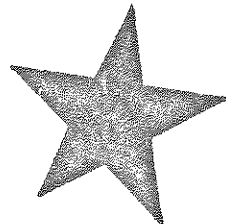
Office of the Town Attorney

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel

TMS/nb

cc: Brian Noone, Inspector General  
Frank M. Scalera, Esq., Town Attorney  
Gregory W. Carman, Jr., Esq., Deputy Supervisor  
William Zang, Aquatics



# Training Agreement

Aquatic Solutions Inc.

## Client Contact Information:

Town Of Oyster Bay  
977 Hicksville Road  
Massapequa, NY 11758

## Training location:

Freeport Rec Center  
130 E Merrick Rd  
Freeport NY 115

Product	Quantity	Price
American Red Cross: Pool Activity Leader (Date/time: TBD – participants to be added to available offerings on following link – email to schedule and confirm - <a href="https://www.aquaticsolutions-cpr.com/pool-activity-leader-pal-long-island-freeport/">https://www.aquaticsolutions-cpr.com/pool-activity-leader-pal-long-island-freeport/</a> )	TOTAL # of participants TBD	\$125 per person

Sub total

Tax

Total

This agreement is between Aquatic Solutions, Inc. "training provider" and Town Of Oyster Bay "customer". Aquatic Solutions, Inc. is to conduct a training course as stated in this agreement. If the course is not paid as explained a grade will not be issued. The final number of participants for the training are due 15 day prior to the training date selected. All payments must be received and cleared no more than 10 days after to the course. If the payment is not received 10 days after the course this can result in cancelation of the course and/or this agreement can be canceled and participants will not receive a grade for the course. With execution of this agreement all prices as stated are valid for in person training dates until August 31, 2023. After that date pricing is not guaranteed as stated above.

Final number of participants is due for each training selected 15 days prior to the training date.

Acceptable forms of payment (please check the best form of payment below)

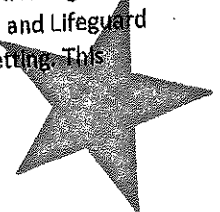
- o Check or money order (must be received by mail)
- o ACH /Zelle/Venmo Payment (directions provided for providing upon request)

## Course and Training Agreement Details

Participants minimum age: 18 years old.

Pool Activity Leader Candidates must demonstrate throughout the course that they are mature and responsible.

The purpose of this American Red Cross course is to provide an alternative to having mandated lifeguard staff during camp trips where there will be swimming and aquatic activities at already guarded facilities by providing training to trip leaders which includes portions of the American Red Cross Basic Water Rescue, Waterfront Lifeguarding, and Lifeguard Management curriculum. Taught by certified Lifeguarding Instructors in a fun and energetic classroom setting. This course is taught in a classroom setting and no swimming will be conducted.



As per American Red Cross reporting procedures when taking a course, the participant is assigned a grade of successful, unsuccessful, or not evaluated at the end of the course. When purchasing a course, it is agreed by the purchaser that they are purchasing a seat for the specific time, date, and location of the training in the program to be evaluated and receive a grade as previously stated. Registering for a course does not guarantee certification. The definition of the grades given are as follows: Course participants are assigned one of the following grades at the conclusion of their course:

- Successful is entered for a participant who has successfully attended and participated in all class sessions, including activities and skill sessions and demonstrated proficient competency in all required skills. Successful students will receive an American Red Cross Certification in the course taken.
- Unsuccessful is entered for a participant who has not met course objectives and/or has not successfully attended and participated in all class sessions, including activities and skill sessions, demonstrated proficient competency in all required skills, or violated any Aquatic Solutions policies. Unsuccessful students will not receive an American Red Cross certification.
- Not Evaluated is entered as the final grade for a participant who is not attending the course with the intention of receiving a completion certificate. This grade should not be substituted for Unsuccessful for a participant who attempts certification but is unable to pass the completion requirements. A participant who chooses to audit must make their intentions known to the instructor at the beginning of the class. Not Evaluated students will not receive an American Red Cross certification.

#### General Terms and Conditions

Customer to provide names and emails of the participants. All participants must successfully complete all skills assessments as outlined by the American Red Cross to receive a successful mark at the end of the course. Invoice to be provided upon receipt of final number of participants. Payment due 10 days after training (net 10 days). Certifications will not be processed if payment is not received. This Agreement must be executed (signed and returned) by client and returned to Aquatic Solutions before March 29, 2023 (end of day.) If the Agreement is not executed and returned to Aquatic Solutions by that date or any other deadlines are not met as mentioned in this agreement, Aquatic Solutions offer to enter into this Agreement shall be revoked.

The following link with the terms of service are agreed by both parties upon execution of this training agreement.

Terms of Service: <https://www.aquaticsolutions-cpr.com/refund-and-course-policies/>

#### Authorization

The person signing below is the authorized person for Town of Oyster Bay and accepts all policies listed in this agreement and provided by the above link.

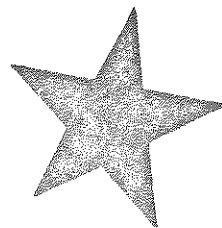
Client (Town of Oyster Bay)  
Printed – Name of Authorized Representative Jacqueline Devlin Title Recreation Aide

Signature – Authorized Representative [Signature] Date 03/22/2023

Aquatic Solutions, Inc.

Printed – Name of Authorized Representative Zachary Terzano Title Associate Vice President

Signature - Authorized Representative [Signature] Date 3/23/2023





**TOWN OF OYSTER BAY  
CLAIM**

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # ☒ SOCIAL SECURITY # ☐

CLAIMANT'S NAME Aquatic Solutions, Inc.	VENDOR #	CONTRACT #	ORDER #
CLAIMANT'S ADDRESS 142 Mineola Ave. Ste 3C Roslyn Heights, NY, 11577	CONTRACT NAME Training Agreement Aquatic Solutions Inc.		
TOWN DEPARTMENT	CLAIMANT INVOICE # TBD	INVOICE DATE TBD	ISSUE #

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

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance therein stated in the amount of \_\_\_\_\_

\$125 per peson

Is actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.

CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.

Signature Zachary Terzano Title Associate Vice President Date 3/23/2023

Print or type name Zachary Terzano Name of Company Aquatic Solutions, Inc.

I HEREBY APPROVE this claim form for the sum of \$125 per person for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature Zachary Terzano Title Associate Vice President Date 3/23/2023

FOR INTERNAL USE ONLY:

FOR INTERNAL USE ONLY:															Auth		Source	
Invoice Date	Vendor #	Invoice #	Dept.		Fund		Function			Main Acc.		Sub Acc.						

Meeting of May 9, 2023

Resolution No.281-2023

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, by Resolution No. 325-2019, adopted May 21, 2019, the Town Board awarded Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, to Auctions International, Inc., 11167 Big Tree Road, East Aurora, New York, for the initial contract period of May 21, 2019 through May 21, 2020, with an option for four (4) one (1) year extensions upon the same terms of the original contract; and

WHEREAS, by Resolution No. 408-2020, adopted on August 18, 2020, the Town Board authorized the first one-year extension of the contract, for the period May 21, 2020 through May 20, 2021; and

WHEREAS, by Resolution No. 273-2021, adopted on May 18, 2021, the Town Board authorized the second one-year extension of the contract, for the period May 21, 2021 through May 20, 2022; and

WHEREAS, by Resolution No. 306-2022, adopted on May 10, 2022, the Town Board authorized the third one-year extension of the contract, for the period May 21, 2022 through May 20, 2023; and

WHEREAS, Ralph J. Raymond, Commissioner, Department of General Services, by memorandum dated April 10, 2023, requested Town Board authorization to exercise the Town's option for the fourth one-year extension of Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, with Auctions International, Inc., for the period from May 21, 2023 through May 20, 2024, upon the same prices, conditions and terms, provided for in the original contract, and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. RFP001-2019 with Auctions International, Inc. is hereby extended for the period from May 21, 2023 through May 20, 2024, upon the same prices, conditions, and terms as provided in the original contract.

-#-

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

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

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

To: MEMORANDUM DOCKET

From: RALPH J. RAYMOND, COMMISSIONER  
GENERAL SERVICES DEPARTMENT

Date: APRIL 10, 2023

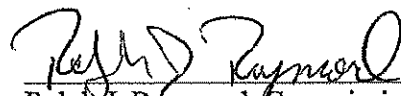
Subject: RENEWAL OF AGREEMENT BETWEEN THE TOWN OF OYSTER  
BAY AND AUCTIONS INTERNATIONAL, INC. FOR 2023

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By Resolution No. 325-2019 adopted on May 21, 2019, the Town Board authorized entering into an agreement with Auctions International for the period May 21, 2019 through May 20, 2020. Also by Resolutions 408-2020, 273-2021 and 306-2022 the first, second and third one-year extensions were granted for the period May 21, 2020 through May 20, 2021, May 21, 2021 through May 20, 2022 and May 21, 2022 through May 20, 2023 respectively. The original agreement provided for a renewal option for four (4) one (1) year extensions to be exercised solely at the option of the Town of Oyster Bay.

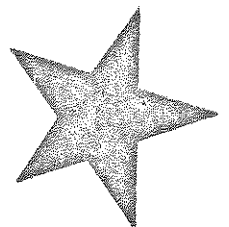
It is the recommendation of the General Services Department that the Town extend the contract with Auctions International, Inc. for a fourth one-year extension. The vendor's disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

Therefore, it is requested that the Town Board exercise the option to renew the agreement between the Town and Auctions International, Inc., 11167 Big Tree Road, East Aurora, New York 14052, for the period May 21, 2023 through May 20, 2024 for online auction services for Surplus Town Property.



Ralph J. Raymond, Commissioner  
General Services Department

RJR/sc  
Attachments



Meeting of May 10, 2022

Resolution No 306-2022

WHEREAS, pursuant to Resolution No. 325-2019, adopted on May 21, 2019, the Town Board awarded Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, to Auctions International, Inc., for a one (1) year period, with four (4) one (1) year extensions, to be exercised solely at the option of the Town; and

WHEREAS, pursuant to Resolution Nos. 408-2020 adopted on August 18, 2020, and 273-2021 adopted on May 18, 2021, the Town Board authorized the first and second one-year extensions for the periods May 21, 2020 through May 20, 2021, and May 21, 2021 through May 20, 2022, respectively; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated April 11, 2022, requested Town Board authorization for the Department to exercise the third one (1) year extension, for the period from May 21, 2022 through May 20, 2023; and

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

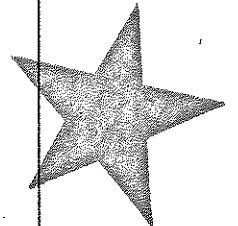
NOW, THEREFORE, BE IT RESOLVED, that the abovementioned request is hereby accepted and approved, and the Department of General Services is hereby authorized to exercise the third one (1) year extension of Contract No. RFP001-2019, with Auctions International, Inc., for the period from May 21, 2022 through May 20, 2023.

-#-

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

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

Reviewed By  
Office of Town Attorney



Meeting of May 18, 2021

Resolution No. 273-2021

WHEREAS, pursuant to Resolution No. 325-2019, adopted on May 21, 2019, the Town Board awarded Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, to Auctions International, Inc., 11167 Big Tree Road, East Aurora, New York 14052, for a one (1) year period, with four (4) one (1) year extensions, to be exercised solely at the option of the Town; and

WHEREAS, pursuant to Resolution No. 408-2020, adopted on August 18, 2020, the Town Board authorized the Department of General Services to exercise the first one (1) year extension of Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, with Auctions International, Inc., *nunc pro tunc*, for the period from May 21, 2020 through May 20, 2021; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated April 26, 2021, requested Town Board authorization for the Department to exercise the second one (1) year extension, for the period from May 21, 2021 through May 20, 2022,

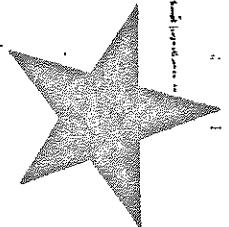
NOW, THEREFORE, BE IT RESOLVED, that the abovementioned request is hereby accepted and approved, and the Department of General Services is hereby authorized to exercise the second one (1) year extension of Contract No. RFP001-2019, with Auctions International, Inc., for the period from May 21, 2021 through May 20, 2022.

-#-

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

2021  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Jaughman



Meeting of August 18, 2020

Resolution No. 408-2020

WHEREAS, pursuant to Resolution No. 325-2019, adopted on May 21, 2019, the Town Board awarded Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, to Auctions International, Inc., 11167 Big Tree Road East Aurora, New York 14052, for a one (1) year period, with four (4) one (1) year extensions, to be exercised solely at the option of the Town; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated August 3, 2020, requested Town Board authorization for the Department to exercise the first one (1) year extension, *nunc pro tunc* from May 21, 2020 through May 20, 2021,

NOW, THEREFORE, BE IT RESOLVED, that the aforementioned request is hereby accepted and approved, and the Department of General Services is hereby authorized to exercise the first one (1) year extension of Contract No. RFP001-2019, *nunc pro tunc* from May 21, 2020 through May 20, 2021.

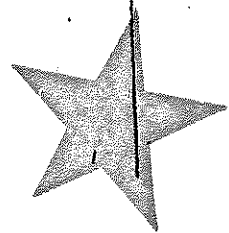
#

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 Imbreto	Absent
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

Reviewed By  
Office of Town Attorney

*Paul P. Chirba*



Meeting of May 21, 2019

Resolution No. 325-2019

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated April 30, 2019, advised that a request for proposals (RFP) was issued to seven (7) firms and the RFP was placed on the Town of Oyster Bay website, to procure Online Auction Services for Surplus Town Property, for a one (1) year period with four (4) extensions at the Town's option, each extension being one (1) year in length, Contract No. RFP001-2019, and the Department of General Services received five (5) responses by the February 15, 2019 response date; and

WHEREAS, following a review and evaluation of said five (5) responses by a selection committee, based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firm and in compliance with requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Tuman, by said memorandum, requested that the Town Board authorize Auctions International, Inc., to receive the RFP for Online Auction Services for Surplus Town Property,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and Contract No. RFP001-2019 shall be awarded to Auctions International, Inc., for the Online Auction Services for Surplus Town Property.

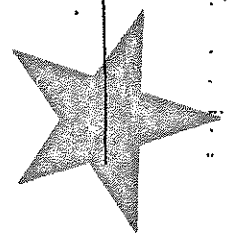
#

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

Supervisor Saladino	Aye
Councilman Muscarella	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
General Services

Reviewed By  
Office of Town Attorney



DP  
Reviewed By  
Office of Town Attorney  
Ralph P. Healey

WHEREAS, Vincent "Chef" Gannon, Vice-President, Punishers Nassau County Law Enforcement Motorcycle Club, P.O. Box 151, Syosset, New York 11791, by letter dated February 14, 2023, requested that the Town of Oyster Bay provide the Club with the closure of Audrey Avenue, Oyster Bay, from Shore Avenue to the Oyster Bay Railroad Station, six (6) complete traffic barricades, and ten (10) orange traffic cones, for the Club's meeting and breakfast event, to be held from 10:00 a.m. until 2:00 p.m., on Sunday, July 16, 2023; and

WHEREAS, John C. Tassone, Chief Deputy Commissioner, Department of Public Works, for Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 6, 2023, advised that the abovementioned property and equipment will not be required for use by the Town of Oyster Bay at that time, and that the Department of Public Works has no objection to providing the Punishers Nassau County Law Enforcement Motorcycle Club with the closure of Audrey Avenue, Oyster Bay, from Shore Avenue to the Oyster Bay Railroad Station, six (6) complete traffic barricades, and ten (10) orange traffic cones, for the Club's meeting and breakfast event, to be held from 10:00 a.m. until 2:00 p.m., on Sunday, July 16, 2023; and

WHEREAS, the Town Board deems the Punishers Nassau County Law Enforcement Motorcycle Club's meeting and breakfast event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide the Punishers Nassau County Law Enforcement Motorcycle Club with the closure of Audrey Avenue, Oyster Bay, from Shore Avenue to the Oyster Bay Railroad Station, six (6) complete traffic barricades, and ten (10) orange traffic cones, for the Club's meeting and breakfast event, to be held from 10:00 a.m. until 2:00 p.m., on Sunday, July 16, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, and/or his duly designated representatives;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities;
3. The said organization shall file a certificate of insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described activities; and

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

-#-

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

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

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 6, 2023

**TO:** MEMORANDUM DOCKET


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

**SUBJECT:** PUNISHERS OF NASSAU COUNTY MOTORCYCLE CLUB  
BREAKFAST MEETING EVENT  
SUNDAY, JULY 16<sup>TH</sup> 2023

Enclosed please find a copy of the letter from Vincent Gannon, Vice President, of the Punishers of Nassau County Motorcycle Club requesting our assistance in conducting their motorcycle club meeting and breakfast event in Oyster Bay on Sunday, July 16<sup>th</sup> 2023.

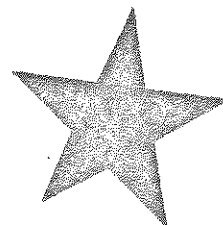
The Highway Division has no objection to the organizations closing Audrey Avenue in Oyster Bay from Shore Avenue to the Oyster Bay railroad tracks and will provide "Road Closure" signs to close off the area for the event on the above mentioned date from 10:00 A.M. to 2:00 P.M. Further, the Highway Division can readily supply six (6) complete barricades and ten (10) cones for the event.

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

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

RWL/kaz  
Attachments

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





Punishers Nassau County  
Law Enforcement Motorcycle Club  
PO Box 151  
Syosset, NY 11791  
516-960-9549

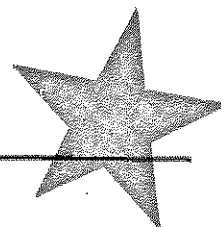
February 14, 2023

Mrs. Zervos,

As per our conversation we are requesting a permit for a street closure in the Town of Oyster Bay for Sunday, July 16, 2023 from 10:00 am until 2:00 pm. The street that we are requesting the permit for is Audrey Avenue from Shore Avenue to the Oyster Bay Railroad. We are requesting this closure to hold a meeting event of Law Enforcement Motorcycle Clubs to come together for breakfast and socializing. At the location we would be setting up two tables. One to be used as a registration table and the other for the breakfast items which our club will be providing. We will not be using any sound devices, inflatables or any other vendors at the location. We also will not be serving alcohol at the event. We would require the use of some barricades and cones to close the street for the event. We appreciate your help and guidance in the process. Any further questions or concerns about the application, I can be reached at the information below.

Thank you,

Vincent "Chef" Gannon  
Vice President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/22/2023

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

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

<b>PRODUCER</b> Forests Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	<b>CONTACT NAME:</b> Eventsured Customer Service	
	<b>PHONE (A/C No. Ext):</b> 888-882-5902 <b>FAX (A/C No.):</b>	
<b>INSURED</b>  Vincent Gannon PO Box 151 Syosset, NY 11791	<b>E-MAIL ADDRESS:</b> info@eventsured.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Houston Casualty Company	42374
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: TM271547

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y	H22SE00130/TM271547	07/15/2023 12:01AM	07/15/2023 2:01AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					PRODUCTS - COMPROP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					DEDUCTIBLE \$ 0
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our Insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the Insured, required by written contract and as indicated below. This coverage is with respect to the Conference to be held on 07/15/2023 - 07/15/2023 with 100 attendees at Punishers Nassau County/ Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771. Additional Insureds include: Punishers Nassau County/ Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771; (WOS selected).

Office of Town Attorney

*John P. Healy*

## CERTIFICATE HOLDER

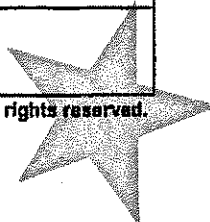
## CANCELLATION

Punishers Nassau County/ Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY, 11771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designation Of Premises (Part Leased To You):**

As submitted to company and required by written contract.

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

Punishers Nassau County/ Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

**Additional Premium: Included**

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

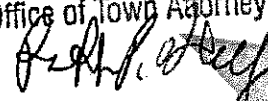
1. Required by the contract or agreement; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;

whichever is less.

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

Reviewed By  
Office of Town Attorney



### Harmless Agreement for Use of Town Property and/or Equipment

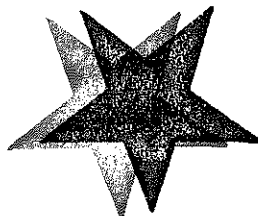
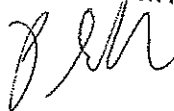
This Agreement is made this        day of        2023, by Punishers Law Enforcement MC Nassau County (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period July 16, 2023 through July 16, 2023.

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

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

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

Reviewed By  
Office of Town Attorney



Name of Organization:

Punishers LEMC Nassau County Chapter

Address of Organization:

PO Box 151

Syosset, NY 11791

By: Vincent Garrison  
Authorized Representative

Title: Vice President

Telephone Number:

**DATE:** 4/6/2023

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Punishers of Nassau County Motorcycle Club Breakfast Meeting Event

**PLEASE DELIVER TO:**

The parking lot on Audrey  
Avenue across from 20<sup>th</sup>  
Century Bikes

**CONTACT:** Vincent Gannon  
516-960-9549

**DATE OF EVENT:** Sunday 7/16/23

**SNOW FENCE:**

**BARRICADES:** 6

**CONES:** 10

**SHORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** July 14, 2023

**PICKUP ON:** July 17, 2023

**SWEEPING BEFORE AFFAIR IS NEEDED:**

XX  
YES NO

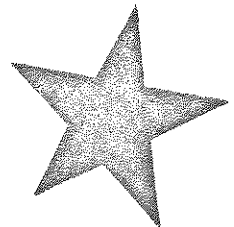
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

RWL/kaz

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

CC: Peter Brown, General Foreman 002  
Public Safety Division  
Mike Ricardo, Regional Foreman 009  
Eric Golden, Area Foreman 013

Dan Kornfeld



Meeting of May 9, 2023

Resolution No.284-2023

WHEREAS, Joseph A. Orlich, by letter dated March 24, 2023, requested Town Board approval to berth United States Coast Guard Operational Facility 221722, registration number NY5883FR, at Theodore Roosevelt Marina, Oyster Bay, for the 2023 Summer season at no cost to the Town of Oyster Bay; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 17, 2023, requested and recommended Town Board approval of Officer Joseph A. Orlich, Operations Officer of Oyster Bay Flotilla 22-05, to berth United States Coast Guard Operational Facility 221722, registration number NY5883FR, at Theodore Roosevelt Marina for the 2023 Summer season at no cost to the Town of Oyster Bay, and Commissioner Pinto advised that the Coast Guard provides services to Town residents, including educatory vessel operations and providing safety checks of vessels,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Department of Parks is authorized to berth United States Coast Guard Operational Facility 221722, registration number NY5883FR, at Theodore Roosevelt Marina, Oyster Bay, for the 2023 Summer season at no cost to the Town of Oyster Bay.

-#-

Reviewed By  
Office of Town Attorney

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: APRIL 17, 2023

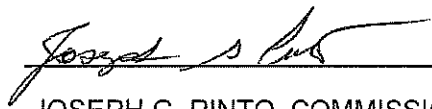
SUBJECT: REQUEST FOR SUMMER BERTHING AT THEODORE ROOSEVELT MARINA –  
JOSEPH ORLICH, FLOTILLA OPERATIONS OFFICER, OYSTER BAY FLOTILLA 22-05

---

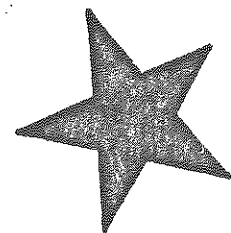
The Department of Parks requests Town Board authorization for Joseph Orlich, Flotilla Operations Officer of Oyster Bay Flotilla 22-05, to berth United States Coast Guard Operational Facility 221722, registration number NY5883FR, at Theodore Roosevelt Marina for the 2023 summer season at no cost.

Please see the attached request letter from Joseph Orlich, Flotilla Operations Officer, along with his corresponding documentation.

Mr. Orlich is involved with the United States Coast Guard Auxiliary, as well as continuous training and patrol missions. His participation in these activities protects and educates resident boaters. Therefore, this department respectfully recommends approval of this request.

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

JGP/db  
Att.





DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES COAST GUARD AUXILIARY  
(AUTHORIZED BY CONGRESS 1939)



THE CIVILIAN COMPONENT OF THE U. S. COAST GUARD

FLOTILLA 0142205, OYSTER BAY, NEW YORK  
JOHN HUBBARD, Flotilla Commander – VALERIE ELEFONTE, Vice Flotilla Commander

March 24, 2023

Joseph A Orlich  
Flotilla Operations Officer  
U.S. Coast Guard Auxiliary  
Oyster Bay Flotilla 22-05  
49 Cord Place  
East Norwich, NY 11732

Commissioner Joseph Pinto  
Town of Oyster Bay  
Beaches Division  
977 Hicksville Rd  
Massapequa, NY 111758

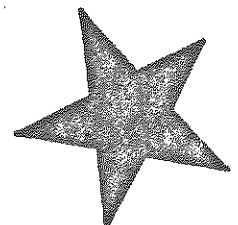
Dear Commissioner Pinto,


As part of our USCG Auxiliary mission goals of directly supporting local USCG activities as well as conducting recreational boating safety programs for Town of Oyster Bay residents, we are requesting a slip in the Roosevelt Marina for the 2023 boating season. As in past years, we are requesting a waiver of all Town fees.

USCG Operational Facility 221722, will be the patrol vessel using the slip. As in past years, the vessel will be placarded as a USCG Auxiliary Operational facility while in the slip. All requested documentation is attached. The support of you, Supervisor Saladino, and Deputy Supervisor Gregory Carman in assisting the Oyster Bay Flotilla in our mission goals is recognized and greatly appreciated by our members.

Due to the unfortunate rise in injuries and deaths within the operators of paddle crafts (Kayaks and Paddleboards) special on the water missions will be conducted this year to inform and educate these operators as well as conducting safety checks of these vessels. Also we will be providing identification stickers for kayaks and small vessels using the Town of Oyster Bay's storage racks. This is a part of a multi-faceted program of while on patrol encouraging small vessel users to wear their life preservers, performing courtesy inspections of kayaks by qualified USCG Auxiliary members and providing safe boating classes to all boaters.

Semper Paratus

  
Joseph A Orlich

NEW YORK STATE BOAT REGISTRATION   
 NY5883FR  
 2003 WELLC WELHGA191203  
 FIVE OUT PLEASURE  
 021 GAS 11154326 JAN 27 2022  
 WEB WEEBDA EXPIRES  
 NON-TRANSFERABLE 04/30/25


ORLICH, JOSEPH, A


DB745171

FOR CHANGE OF ADDRESS  
 MV-639CB (6/21)

Fee Paid

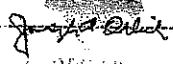

57.50

NEW YORK STATE <sup>USA</sup>  
 DRIVER LICENSE 

 ORLICH  
 JOSEPH, ANTHONY

DOB 12/11/1950  
 Expires 12/11/2026  
 E NONE  
 RB  
 Issued 08/03/2018


Case DM

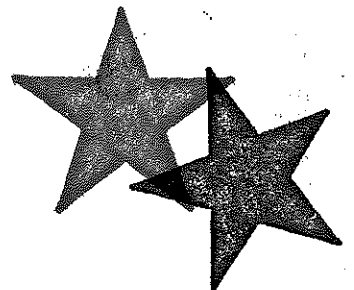
  JOSEPH ORLICH

DEPARTMENT OF HOMELAND SECURITY  
 UNITED STATES COAST GUARD AUXILIARY



JOSEPH A. ORLICH

STATUS	QUAL
MEMBER	BQ
ISSUED BY:  R. Loh	



PROGRESSIVE  
P.O. BOX 31260  
TAMPA, FL 33631

**PROGRESSIVE**  
BOAT

NAIC Company Code: 16322

**Policy Number: 951158231**

Underwritten by:  
Progressive Direct Insurance Co

Policyholder:

Joesph Orlich

Page 1 of 1

March 24, 2023

**Customer Service**

**1-800-776-4737**

24 hours a day, 7 days a week

## Verification of Insurance for

### Joesph Orlich

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

### Policy and driver information

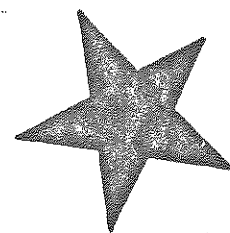
Policy number:	951158231
Policy state:	New York
ICC Code:	459
Policy period:	Aug 11, 2022 - Aug 11, 2023
There was no lapse in coverage during this policy period.	
Effective date:	Aug 11, 2022
Drivers:	Joesph Orlich
Address:	49 Court Place East Norwich, NY 11732

### Watercraft information

Watercraft:	2003 Wellcraft 210 Sportsman
Hull identification number:	WELHGA191203
Rating base:	\$18,700

### Coverage information

Liability To Others	
Bodily Injury Liability	\$250,000 each person/\$500,000 each accident
Property Damage Liability	\$100,000 each accident
Comprehensive	Agreed Value \$18,700      Deductible: \$375
Collision	Agreed Value \$18,700      Deductible: \$375



Non-Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 24 day of March 2023, by USCG Auxiliary Oyster Bay (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Theodore Roosevelt Marina Slip

for the event described as Marine Safety Patrols  
The property/equipment is needed from April 1st to 5th

The property/equipment is needed from April 15, 2023

10 November 4, 2023

The event for which the property and/or equipment is requested ( ) is (X) is not a profit making event.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization

Name of Organization  
Oyster Bay Flotilla USCG Auxiliary

Address of Organization

49 Cord PL, East Norwich, NY 11732

By:

By: Joseph A. D'Amico  
Authorized Representative

**Authorized Representative**

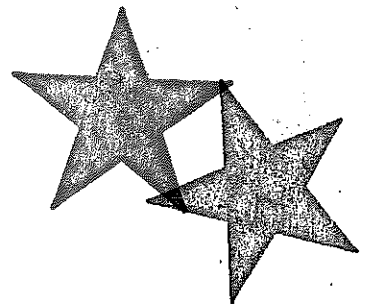
Title:

Title: Operations Officer FSO-Ops

Telephone Number \_\_\_\_\_

Telephone Number: 516-922-1223

Cell/



Meeting of May 9, 2023

Resolution No.285-2023

Reviewed By  
Office of Town Attorney  
*Monica Wolfe*

WHEREAS, Harold B. Mayer, Jr., Esq. Commissioner, Department of Planning and Development, by memorandum dated April 17, 2023, requested Town Board authorization to renew the membership of the Town's Building and Code Enforcement Inspectors, in the Building Inspectors Association of Nassau County, for the period from May 1, 2023 to April 30, 2024, at an amount not to exceed \$4,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Planning and Development is hereby authorized to renew the membership of the Town's Building and Code Enforcement Inspectors, in the Building Inspectors Association of Nassau County, for the period from May 1, 2023 to April 30, 2024, from May 1, 2022, at an amount not to exceed \$4,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and that the funds for said payment are to be drawn from Account No. PAD B 3620 44140 000 0000.

-#-

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

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

285

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

**TO: MEMORANDUM DOCKET**

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

**DATE: APRIL 17, 2023**

**SUBJECT: MEMBERSHIP DUES FOR "BIANCO"**  
**BUILDING INSPECTORS ASSOCIATION OF NASSAU COUNTY**

---

This Department's Building, Plumbing and Code Enforcement Inspectors are certified by New York State's Department of State, Division of Code Enforcement and Administration as Code Enforcement Officials for the New York State Uniform Fire Prevention and Building Code. Twenty-four (24) hours of approved in-service training is required annually to maintain the New York State Code Enforcement Official Certification.

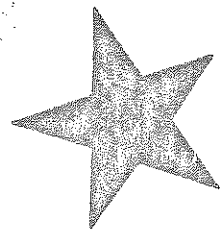
The Department of Planning and Development elected to register each Code Enforcement Official as a member of the Building Inspectors Association of Nassau County ("BIANCO"), which would then entitle them to take the in-service training courses sponsored by BIANCO. The cost of membership for each Code Enforcement Official in this Department is \$100.00 per year. The total amount owed to BIANCO for this Department's Code Enforcement Officials for the period covering May 1, 2023 through April 30, 2024 is \$4,000.00.

Authorization by the Town Board is therefore respectfully requested for the payment of said dues for each of this Department's Code Enforcement Officials in an amount not to exceed \$4,000.00 for BIANCO membership for the period covering May 1, 2023 through April 30, 2024.

Funds are available for this purpose in Account Number PAD B 3620 44140 000 0000.

  
\_\_\_\_\_  
HAROLD B. MAYER, JR.  
COMMISSIONER

HBM:tz  
cc: Legislative Affairs





Timothy Dougherty

Treasurer

18 Horse Hill Road  
Brookville, NY 11545

VOUCHER

Voucher Number: 2023-9

Voucher Date: 4/13/2023

## Building Inspectors Association of Nassau County

Invoice To: Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771  
Attn: Tim Zikes

Mail To: Tim Dougherty

18 Horse Hill Road  
Brookville, NY 11545

Make check payable to: BIANCO

\$ 100 PER MEMBERSHIP

### MEMBERSHIP DUES:

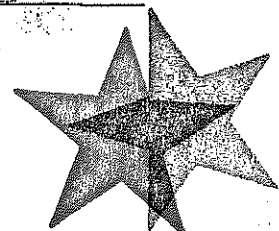
Gregory Aiello  
John Barnett  
Lara Bousleman  
Scott L. Byrne  
Anthony S. Ciervo  
Alexander L. Chebuske  
Joseph M. Ciambra  
Kevin J. Conway  
Nick J. Condoleo  
John M. Cuccia  
Michael T. DiCarlo  
Nicholas J. Domingo  
Michael P. Fabrizio  
Enrico R. Fiumara  
Bryan Hardman  
James J. Jazwinski  
Michael S. Landman  
John B. Laruccia  
Kurt J. Lebright  
Margaret A. Lippolt

Richard Marino  
Kamila Matulik  
Harold B. Mayer Jr.  
Jane C. Mohapp-Fanizza  
James A. Nicollet  
Glenn Neuman Jr.  
Richard J. Peters  
Kaitlyn N. Pignataro  
Tyler J. Purdy  
Thomas J. Reddy  
Vito Rella  
John D. Rice  
Thomas John Robinson  
LynneAnn Sullivan  
Craig Thomas  
Alexander N. Verasco  
James T. Whalen  
John J. Zebro  
Luis Zeda  
Timothy R. Zike

BIANCO is a non-profit professional association, Federal L.E.

Total Members:	40
AMOUNT DUE:	\$4,000.00

*Timothy Dougherty*  
TREASURER



## TOWN OF OYSTER BAY

### CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # ☐ SOCIAL SECURITY # ☐

CLAIMANT'S NAME

BLANCO

CONTRACT #

ORDER #

CLAIMANT'S ADDRESS

18 Horse Hill Road, Brookville

CONTRACT NAME

TOWN DEPARTMENT

TOWN DEPARTMENT  
Building Dept. N.Y. 11645

CLAIMANT INVOICE #

RESO #

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

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance there stated in the amount of no part thereof has been paid except as stated therein and that the balance there in stated in the amount of

TOTAL AMOUNT	
--------------	--

4	4000
---	------

CASH DISCOUNT 2%

NET AMOUNT	9,100.00
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is actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.

CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.

Date \_\_\_\_\_

4.13.2022

Signature \_\_\_\_\_

F. Kenneth Dearing

Title

Print or type name

Timothy Dougherty

Name of Company

萬

TREASURER

B. I. A. N. C. O

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

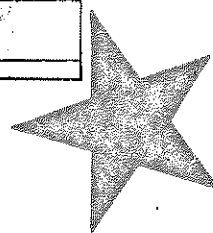
Signature \_\_\_\_\_

742

Date \_\_\_\_\_

Department

## ACCOUNT



Meeting of May 9, 2023

Resolution No. 286 -2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Hughes*

WHEREAS, Steven C. Ballas, CPA, Town Comptroller, by memorandum dated April 11, 2023, stated that on behalf of the Town of Oyster Bay, he filed the 2022 Annual Financial Report of the Town of Oyster Bay with the New York State Comptroller, and will file a copy thereof in the Office of the Town Clerk by May 1, 2023; and

WHEREAS, Town Comptroller Ballas, by said memorandum, recommended Town Board authorization for the Town Clerk to publish a legal notice stating that a copy of the 2022 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk, and is available for public inspection and copying,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Town Clerk is hereby authorized and directed to publish a legal notice stating that a copy of the 2022 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk and is available for public inspection and copying.

-#-

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

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

(7/15)  
Reviewed By  
Office of Town Attorney  
*Elizabeth Taughman*

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, That the Comptroller of the Town of Oyster Bay has submitted to the Town Clerk of the Town of Oyster Bay the 2022 Annual Financial Report of the Town of Oyster Bay, and that a copy of such report will be filed in the Office of the Town Clerk, and will be available as a public record for inspection by all interested persons. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, SUPERVISOR. RICHARD LaMARCA, TOWN CLERK. Dated: May 9, 2023, Oyster Bay, New York.

## TOWN OF OYSTER BAY

286

## Inter-Departmental Memo

April 11, 2023

**To: MEMORANDUM DOCKET****From: STEVEN C. BALLAS, COMPTROLLER****Subject: PREPARATION AND FILING OF THE 2022 ANNUAL FINANCIAL  
REPORT OF THE TOWN OF OYSTER BAY**

In accordance with Section 30 of the General Municipal Law and Resolution of the Town Board dated December 18, 1962, I, on behalf of the Town of Oyster Bay, filed with the New York State Comptroller the 2022 Annual Financial Report of the Town of Oyster Bay, on or before April 30, 2023.

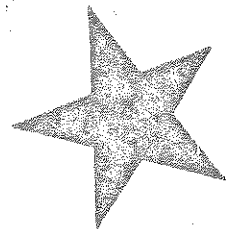
Further, in accordance with Section 29, Subdivision 10-a of the Town Law, I will file with the Town Clerk, on or before May 1, 2023 the 2022 Annual Financial Report of the Town of Oyster Bay. In accordance with said law, I will recommend the Town Board at its meeting of May 9, 2023, by Resolution, authorize the Town Clerk to publish a legal notice stating that a copy of the 2022 Annual Financial Report of the Town of Oyster Bay is on file in the Town Clerk's Office and is available for public inspection and copying.

  
STEVEN C. BALLAS  
COMPTROLLER

SCB:RPP

cc: IAD (AFR File)  
Reading File

af: docket item



Meeting of May 9, 2023

Resolution No.288-2023

WHEREAS, Richard W. Lenz, P.E. Commissioner, Department of Public Works, by memorandum dated April 17, 2023, advised that John A. Grillo Architect, P.C. ("Grillo"), by letter dated April 6, 2023, made a final review of the work performed under Contract No. DP22-233, Theodore Roosevelt Memorial Park Synthetic Turf Replacement, and has certified that the Contractor, The LandTek Group, Inc., has complied with all of the requirements of the Contract, and Commissioner Lenz, by said memorandum, concurred with Grillo and recommended that this Contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, final construction costs were in the amount of \$785,716.00; and

WHEREAS, the Office of the Comptroller, the Office of the Town Attorney and the Department of Parks, by memoranda dated February 9, 2023, February 13, 2023 and February 13, 2023, respectively, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth, that Contract No. DP22-233, be accepted as being complete, at a final construction cost of \$785,716.00, is hereby accepted and the Office of the Comptroller is hereby authorized and directed to make final payment for same to The LandTek Group, Inc., in accordance with the applicable terms and provisions of the Contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit.

-#-

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

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

Reviewed By  
Office of Town Attorney

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

April 17, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. #1, EXTENSION OF TIME AND FINAL ACCEPTANCE  
THEODORE ROOSEVELT MEMORIAL PARK  
SYNTHETIC TURF FIELD REPLACEMENT  
CONTRACT NO.: DP22-233

---

Attached is the final acceptance and extension of time letter, with backup, from John A. Grillo, Architects, dated April 6, 2023 concerning Change Order No. 1 for a total net increase in the amount of \$32,716.00 and extension of time. Said Change Order No. 1 net increase and extension of time for this project at no additional construction cost to the Town of Oyster Bay, is also explained by the consultant in this correspondence.

Attached herewith is also:

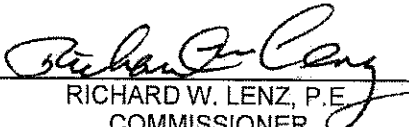
1. A letter dated April 6, 2023 from John A. Grillo, Architects recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for The LandTek Group, Inc dated March 17, 2023.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of October 24, 2022 to be completed within 30 calendar days on November 22, 2022. The project extended to December 20, 2022 and competed in accordance with the above request.

Final construction costs amount to \$785,716.00.

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

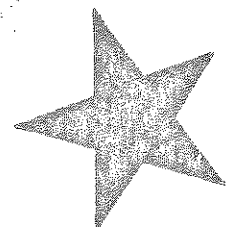
We hereby concur with the amount of \$785,716.00, that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

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

RWL/MR/SC/sb  
Attachments

cc: Steven C. Ballas, Town Comptroller  
Joseph G. Pinto, Commissioner

DP22-233\_Roosevelt Turf\_Final Acceptance





**JOHN A. GRILLO**  
**ARCHITECT, P.C.**  
1213 MAIN STREET  
PORT JEFFERSON, NY 11777

TEL: (631) 476-2161

FAX: (631) 476-9846

April 6, 2023

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

RE: Town of Oyster Bay  
Theodore Roosevelt Memorial Park  
Synthetic Turf Field Replacement  
Contract No.: DP22-233  
Bid No.: PW 038-22  
Change Order No. 1 - Final Acceptance

Dear Mr. Lenz:

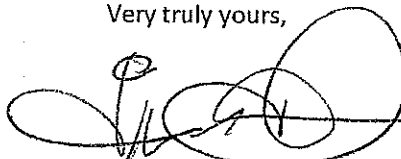
During the course of this construction project, additional work was requested by the town to be completed. This work increased the scope of work proposed in the original contract documents. In addition to this extra work, actual field conditions resulted in the deletion of some work originally anticipated during the design of this contract.

For your consideration and Town Board Resolution, we have prepared Change Order No. 1, which results in a net increase of **\$32,716.00**, over the original contracted amount. The original bid amount for this contract was **\$753,000.00**. The final contract value, including Change Order 1, will bring the contract total to **\$785,716.00** and will require the use of the projected quantity increase (PQI) funds that have been specially allocated for this project by the Town.

This (30) calendar day project commenced work on October 24, 2022, to be completed by November 22, 2022. This project was deemed substantially complete as of December 20, 2022. Due to the additional work requested of LandTek, additional time was required for the project completion. JAG recommends that an extension of 30 days be granted.

John A. Grillo, Architect PC has performed a final inspection of the Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement, including all ancillary items required under the contract and all additional work as required by TOB or required as per existing field conditions. This office recommends that the Town of Oyster Bay accept this job as final.

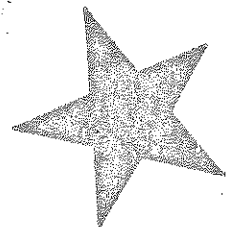
Very truly yours,



Ryan M. Thomas, Architect

cc: M. Russo, S. Chakraborti

TOB - DP22-233 Roosevelt Turf - FINAL ACCEPTANCE Ltr 3-2-23



# Application for Payment

AIA DOCUMENT G732

OWNER:	Oyster Bay, Town of 150 Miller Pl Syosset, NY 11791	PROJECT:	Theodore Roosevelt Park MPF 63 Larrabee Avenue Oyster Bay, NY 11771	APPLICATION NO:	3 - Final 2/28/2023	Distribution to:	x OWNER x ARCHITECT x CONTRACTOR x CON. MGR
CONTRACTOR:	The LandTek Group, Inc. 105 Sweeneydale Avenue Bay Shore, NY 11706	Architect:	JAG Architects 1213 Main Street Port Jefferson, NY 11777	SED #:	N/A	CONTRACT DATE:	50-2367 & 30-1560 OYST02

FOR: Theodore Roosevelt Park MPF

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$753,000.00
2. Net Change by Change Orders	\$32,716.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$785,716.00
4. TOTAL COMPLETED & STORED TO DATE	\$785,716.00
5. RETAINAGE:	
a. 0% of Completed Work (Columns D/E on G703)	\$0.00
b. % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$785,716.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior Certificate)	\$681,925.20
8. CURRENT PAYMENT DUE	\$103,790.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$0.00

CONTRACTOR: The LandTek Group, Inc.

By:

*Christine Whalen*

State of New York  
County of Suffolk  
Subscribed and sworn to before  
me this 2nd day of March 2023

FLORENCE McPARTLAND  
Notary Public, State of New York  
No. 01MC6194181  
Qualified in Suffolk County

Commission Expires September 29, 2024

Notary Public:

My Commission Expires: 9/29/2024

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 103,790.80  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

CHANGE ORDER STATUS	ADDITIONS	DELETIONS
Total changes approved in previous months by Owners	\$32,716.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$32,716.00	\$0.00
NET CHANGE by Change Order	\$32,716.00	

CONSTRUCTION MANAGER:

By:

*[Signature]*

Date:

(NOTE: If Multiple Prime Contractors are responsible for performing portions of this Project, the Architect's Certification is not required.)

ARCHITECT

By:

Date: 3/17/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or contractor under this Contract.

TOWN OF OYSTER BAY  
Inter-Departmental Memo

TO: MATTHEW RUSSO, P.E.  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: FEBRUARY 13, 2023

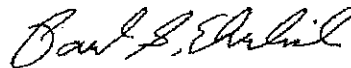
SUBJECT: FINAL ACCEPTANCE  
THEODORE ROOSEVELT MEMORIAL PARK SYNTHETIC TURF REPLACEMENT  
CONTRACT NO. DP22-233

---

In reply to your memorandum of February 8, 2023, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

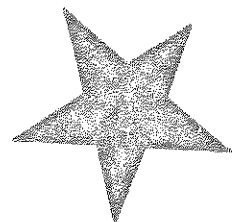
By copy of this memorandum, the contractor, The LandTek Group's Maintenance Bond BCY1095538 is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY



By: \_\_\_\_\_  
Paul S. Ehrlich  
Deputy Town Attorney

Cc: Comptroller  
Town Clerk (with Bond)



Eng.

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

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

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

**DATE: FEBRUARY 9, 2023**

**SUBJECT: FINAL ACCEPTANCE – THEODORE ROOSEVELT MEMORIAL PARK**  
**SYNTHETIC TURF FIELD REPLACEMENT**  
**CONTRACT NO. DP22-233**

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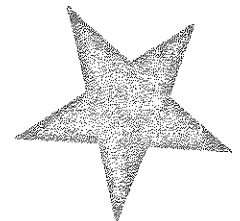
In response to your memo dated February 8, 2023, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

  
\_\_\_\_\_  
**STEVEN C. BALLAS**  
**COMPTROLLER**

Enclosure

SCB/dim:mj

cc: Town Attorney w/enclosure  
Accounts Payable Division  
Reading File



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

TO: MATTHEW RUSSO, P. E., DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

FROM: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

DATE: FEBRUARY 13, 2023

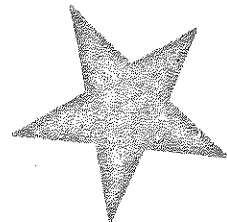
SUBJECT: FINAL ACCEPTANCE  
THEODORE ROOSEVELT MEMORIAL PARK  
SYNTHETIC TURF FIELD REPLACEMENT  
CONTRACT NO. DP22-233

---

The Parks Department is in receipt of your memo regarding final acceptance of the Theodore Roosevelt Memorial Park synthetic turf field replacement.

The Parks Department concurs with the Department of Public Works regarding this recommendation.

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
Contract No. DP22-233  
CHANGE ORDER NO. 1

To: The LandTek Group, Inc.  
105 Sweeneydale Ave. Bay Shore, NY 11706

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

**ITEM No. 1:** Nailer Replacement Credit 1,273 LF x \$8.00

**TOTAL COST OF ITEM NO 1:** - \$10,184.00

**ITEM No. 2:** Upgrade Chain Link Fence Addition a) 12' High at end lines b) 6' & 4' High at side lines

**TOTAL OF ITEM NO 2:** + \$42,900.00

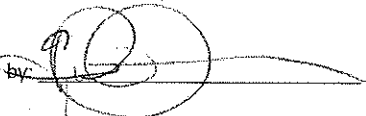
**TOTAL COST OF CHANGE ORDER NO. 1:** + \$32,716.00

The original Contract sum was:	\$ 753,000.00
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Total Contract sum prior to this Change Order:	\$ 753,000.00
Change Order No. 1:	\$ 32,716.00
New Contract sum including CHANGE ORDER NO. 1:	\$ 785,716.00

The above work is to be performed in accordance with the letter from, John A Grillo Architect PC, dated 3/2/2023, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of \$32,716.00

The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by:  
JAG ARCHITECT, PC

by: 

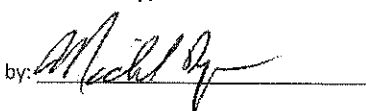
Date: 3.3.2023

Sufficient funding for this Change Order is available within the amount reserved for PQI (\$37,650.00)

by:   
Robert Barienzo, Director of Finance

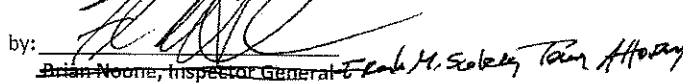
by:   
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Land Tek Group, Inc.

by: 

Date: 3/9/2023

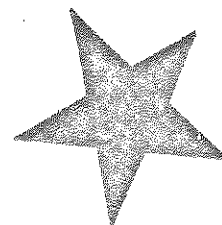
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by:   
Brian Noone, Inspector General

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**  
**Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement**  
**Contract No. DP22-233**  
**CHANGE ORDER NO. 1**

To: The LandTek Group, Inc.  
105 Sweeneydale Ave. Bay Shore, NY 11706

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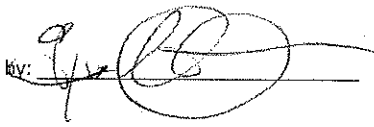
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New Contract sum including CHANGE ORDER NO. 1:	\$ 785,716.00

The above work is to be performed in accordance with the letter from, John A Grillo Architect PC, dated 3/2/2023, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of \$32,716.00

The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by:  
JAG ARCHITECT, PC

by: 


Date: 3.3.2023

Sufficient funding for this Change Order is available within the amount reserved for PQI (\$37,650.00)

by:   
Robert Darlenzo, Director of Finance

by:   
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Land Tek Group, Inc.

by: 

Date: 3/9/2023

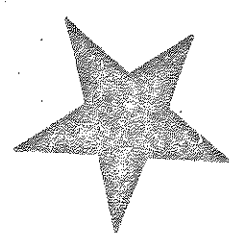
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by:   
Brian Noone, Inspector General

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
Contract No. DP22-233  
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Recommended by:  
JAG ARCHITECT, PC

Sufficient funding for this Change Order is available within the amount reserved for PQI (\$37,650.00)

by: 

by: 

Robert Darlenzo, Director of Finance

Date: 3.3.2023

by: 

Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Land Tek Group, Inc.

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

by: 

by: 

Brian Noone, Inspector General

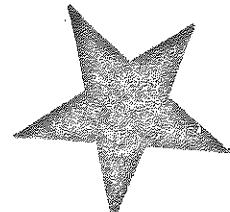
Frank M. Soler, Esq. Attorney

Date: 3/9/2023

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
Contract No. DP22-233  
CHANGE ORDER NO. 1

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Recommended by:  
JAG ARCHITECT, PC

by: 

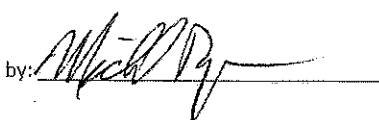
Date: 3.3.2023

Sufficient funding for this Change Order is available within the amount reserved for POI (\$37,650.00)

by:   
Robert Darienzo, Director of Finance


by:   
Steven Ballas, Comptroller

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Land Tek Group, Inc.

by: 

Date: 3/9/2023

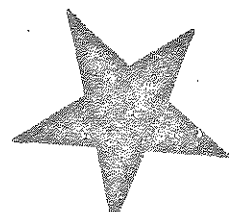
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by:   
~~Brian Noone, Inspector General~~ Frank M. Salemi, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
Contract No. DP22-233  
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Recommended by:  
JAG ARCHITECT, PC

by: 

Date: 3.3.2023

Sufficient funding for this Change Order is available within the amount reserved for PQI (\$37,650.00)

by: 

Robert Darlenzo, Director of Finance

by: 

Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Land Tek Group, Inc.

by: 

Date: 3/9/2023

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

by: 

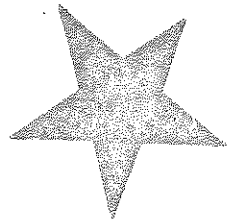
~~Brian Neane, Inspector General~~

 Frank M. Scaleria Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
Contract No. DP22-233  
CHANGE ORDER NO. 1

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Recommended by:  
JAG ARCHITECT, PC

by: \_\_\_\_\_

Date: 3-3-2023

Sufficient funding for this Change Order is available within the amount reserved for PQI (\$37,650.00)

by: \_\_\_\_\_

Robert D'Amico, Director of Finance

by: \_\_\_\_\_

Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Land Tek Group, Inc.

by: \_\_\_\_\_

Date: 3/9/2023

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

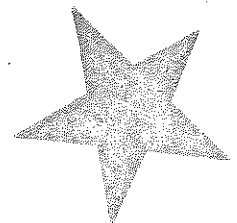
by: \_\_\_\_\_

Brian Noone, Inspector General

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
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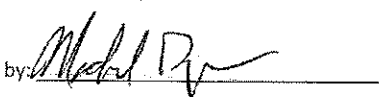
Date: 3.3.2023

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by:   
Robert Darlenzo, Director of Finance

by:   
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
Land Tek Group, Inc.

by: 

Date: 3/9/2023

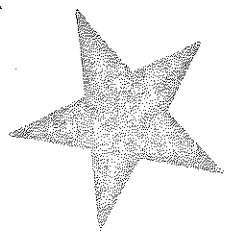
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by:   
~~Brian Noone, Inspector General~~ Frank M. Scobee, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Theodore Roosevelt Memorial Park Synthetic Turf Field Replacement  
Contract No. DP22-233  
CHANGE ORDER NO. 1

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JAG ARCHITECT, PC

by: 

Date: 3.3.2023

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by: 

Robert Darienzo, Director of Finance

by: 

Steven Ballas, Comptroller

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Land Tek Group, Inc.

by: 

Date: 3/9/2023

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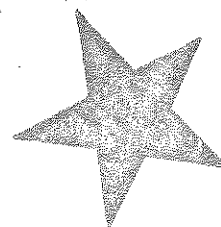
by: 

Brian Noone, Inspector General  Frank M. Scola, Town Attorney

The above Change Order is hereby accepted by the Town.

\_\_\_\_\_  
Joseph S. Saladino, Town Supervisor

Dated: \_\_\_\_\_



## TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: Theodore Roosevelt Memorial Park Synthetic Turf Reconstruction  
CONTRACT NO.: DP22-233

Quantity Increases / Decreases

Notification #1

Date: March 2, 2023

Contractor: The Landtek Group Inc.

Representative: Anthony Gusmano

### DECREASES

1.	Unused balance of project allowance \$25,000.00	\$25,000.00
2.	<b>Project Credit</b> Reason: Upon demolition of the existing turf, it was discovered that the existing perimeter nailer was in good shape and could be reused for the new turf.  Nailer replacement Credit – 1,273 lf x \$8.00 = \$10,184.00	\$10,184.00

Total Decrease: -\$35,184.00

### INCREASES

1.	<b>Project Addition</b> Reason: After bid was awarded to Landtek, a request was made by the town to replace the perimeter fencing around the existing field:  Existing fence repair: Endlines – Repair bent post and change 12'-0" high wire to new 2X6 FB Sidelines – Remove and Replace all wire with new 2X6 FB  Furnish and install all material and labor Additional: \$67,900.00	\$67,900.00

Total Increase: +\$67,900.00

Total Increase/Decrease: +\$32,716.00

## TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: Theodore Roosevelt Memorial Park Synthetic Turf Reconstruction  
CONTRACT NO.: DP22-233

Project Summary

Notification #1

Date: March 2, 2023

---

Contractor: The LandTek Group, Inc.

Representative: Anthony Gusmano

---

### PROJECT SUMMARY

Construction Bid Amount: \$728,000.00

Bid Allowance: \$25,000.00

---

Total Bid Amount: \$753,000.00

Change Order No. 1 (TOB Pending): +\$32,716.00  
(Notification No. 1)

Final Construction Cost: \$785,716.00

Recommended By: John A. Grillo, Architect PC

  
Signature:

3/2/2023  
Date:

Meeting of May 9, 2023

Resolution No.289-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Amelia Walcott*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 17, 2023, requested and recommended Town Board authorization to issue a refund in the net amount of \$450.00 to Town of Oyster Bay resident Billy Gerbino, 102 Romito Court, Bethpage, NY 11714, to reimburse him for fees paid for his son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Allen Park, which he is no longer able to attend; and

WHEREAS, Mr. Gerbino is entitled to a refund of the \$500.00 registration fee, less the 10 percent administration fee, for a total refund of \$450.00,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$450.00 to Billy Gerbino; and be it further

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

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

-#-

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

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

## TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 4/17/2023

SUBJECT: Billy Gerbino- 2023 Summer Recreation Allen Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$450.00 (four hundred fifty dollars and 00/100 cents) to the Town of Oyster Bay resident Billy Gerbino, 102 Romito Ct, Bethpage, NY 11714. Mr. Gerbino's son will not be attending 2023 Summer Recreation at Allen Park.

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

2023 Summer Recreation- Allen Park	\$500.00
<u>10% Administration Fee</u>	<u>\$50.00</u>

**TOTAL REFUND                      \$450.00 (four hundred fifty dollars 00/100 c)**

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

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

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



JGP/mh

Meeting of May 9, 2023

Resolution No.290-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ambera Wolfe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 21, 2023, requested and recommended Town Board authorization to issue a refund in the net amount of \$450.00 to Town of Oyster Bay resident Lisa Soto, 7 Kelly Street, 2<sup>nd</sup> Floor, Glen Cove, NY 11542, to reimburse her for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Theodore Roosevelt Park, which she is no longer able to attend; and

WHEREAS, Ms. Soto is entitled to a refund of the \$500.00 registration fee, less the 10 percent administration fee, for a total refund of \$450.00,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$450.00 to Lisa Soto; and be it further

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

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

-#-

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

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

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

290

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 4/21/2023

SUBJECT: Lisa Soto- 2023 Summer Recreation at Theodore Roosevelt Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$450.00 (four hundred fifty dollars and 00/100 cents) to the Town of Oyster Bay resident Lisa Soto, 7 Kelly Street 2<sup>nd</sup> Floor, Glen Cove, NY 11542. Mrs. Soto's daughter will not be attending the 2023 Summer Recreation Program at Theodore Roosevelt Park..

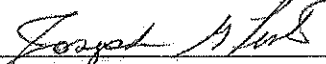
Based on the 2023 Town of Oyster Bay refund policy, Lisa Soto is eligible to receive the refund minus a 10% administration fee as follows:

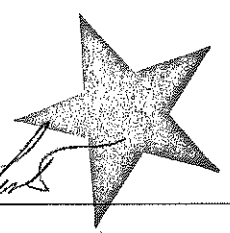
2023 Summer Recreation Refund	\$500.00
<u>10% Administration Fee</u>	<u>\$50.00</u>

**TOTAL REFUND                    \$450.00 (four hundred fifty dollars and 00/100c)**

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

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

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



JGP/nh

Meeting of May 9, 2023

Resolution No.291-2023

WHEREAS, Brittany Yetman has requested to donate a memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Nicole Kristine Toussaint; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 21, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Brittany Yetman for a memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Nicole Kristine Toussaint.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Danica Waite*

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

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

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** April 21, 2023


---


The Department of Parks has received a request from Brittany Yetman (letter attached) requesting a memorial plaque on a new bench at John J. Burns Park in memory of Nicole Kristine Toussaint.

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

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

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

  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS



JGP/dc

To Whom it May Concern,

We are donating a new bench at Burns Park (front of Mustangs field) and an 8 by 6 plaque honoring our dear friend, Nicole Kristine Toussaint. Nicole fought a long, hard battle with breast cancer and was only 34 years old. She grew up in Massapequa and was a part of the Massapequa community. Nicole's family frequents Burns Park, as her nieces and nephews are actively involved in the community programs there. We thought this would be a nice way to honor Nicole.

Sincerely,

Brittany (McGeever) Yetman

Jacqueline (Hennessy) Pogan

Michelle (Giametta) Whiteman

Alyson (Carotenuto) Terrono

Christine (Marino) Nerney

Toniann Smith

Christina (Gallo) Lopez

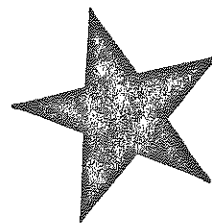
Kelsey (Flood) Keenan

Colleen (Mills) Perlmutter

Jennifer Sinclair

Jamie Bergen

Karen (Masseria) Sandas



Christina (Wick) Spero

Brittany Gervasi

Courtney (Metelitz) Freer

Jenna (McMahon) Magurie

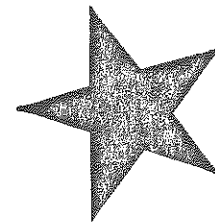
Jessica (Link) Einig

Jessica (Lopez) Varon

Gianna (Mandarino) Coscia

Danielle (Vultaggio) Barbaro

Bridget (Wigand) Zinn



Reviewed By  
Office of Town Attorney  
*Donna Walker*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$400.00 -- includes 4 lines top to bottom

8" x 6" plaque is \$500.00 -- includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

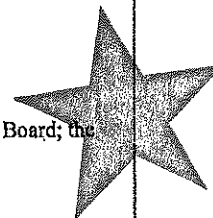
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of May 9, 2023

Resolution No.292-2023

MS  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
America Wolfe

WHEREAS, Anna Zakhary has requested to donate a memorial Serviceberry tree to be planted at The Farm at Littauer Estate, Syosset, in memory of Malda Casagrande; and

WHEREAS, the value of the memorial Serviceberry tree is estimated to be \$200.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 24, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$200.00 from Anna Zakhary for a memorial Serviceberry tree to be planted at The Farm at Littauer Estate, Syosset, in memory of Malda Casagrande.

-#-

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

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

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Tree  
**DATE:** April 24, 2023

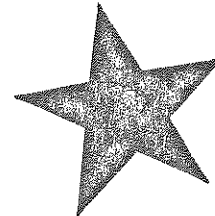
---

The Department of Parks has received a request from Anna Zakhary (letter attached) requesting the planting of a memorial tree at The Farm at Littauer Estate in memory of Malda Casagrande.

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

The Department of Parks respectfully requests Town Board approval to accept a donation of a Serviceberry tree, with an estimated value of \$200.00, on behalf of Anna Zakhary with the Syosset Garden Club.

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



JGP/dc

## Diann Codispodo

---

**From:** Anna Zakhary [REDACTED]  
**Sent:** Friday, April 14, 2023 10:30 AM  
**To:** Diann Codispodo  
**Cc:** Linda; [REDACTED]  
**Subject:** Syosset Garden Club Tree Donation At The Farm in Oyster Bay

**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!

Dear Diann, this email is to confirm that the Syosset Garden Club will be donating a serviceberry tree to The Farm. This is the tree that Steve Matuzo recommends we purchase for the Farm. We are donating the tree in honor of our longtime member Malda Casagrande who passed away in 2021. The tree will be purchased from Starkie Brothers in Farmingdale for \$200.

Thank you for your help in this matter.

Anna Zakhary  
President

Reviewed By  
Office of Town Attorney  
*America Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

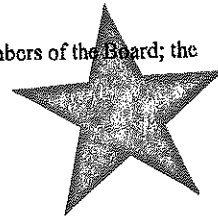
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Reviewed By  
Office of Town Attorney  
Add. J. G. [Signature]

WHEREAS, the Department of Intergovernmental Affairs, Division of Employment and Training, oversees two (2) American Job Centers, established under the Federal Workforce Innovation and Opportunity Act (WIOA), to provide job-seekers with a full array of workforce services, including, occupational training; and

WHEREAS, by Resolution No. 290-2020, adopted on June 2, 2020, the Town Board authorized the Town Supervisor, and/or his duly designated appointee, to enter into Training Agreements, with training providers, registered on the New York State Department of Labor's Eligible Training Provider's List, for the delivery of occupational training services, as mandated under the Workforce Investment Opportunity Act ("WIOA"), for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension, based upon performance and continued WIOA funding, and with the funds for the purpose of making payments to Training Providers to be drawn from Account No. IGA CD 6293 48010 000 CW 22; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 21, 2023, requested Town Board authorization for the Town Supervisor, and/or his duly appointed designee, to sign, execute and enter into, on behalf of the Town of Oyster Bay, a three (3) year extension and modification of the existing Classroom Training Contractual Agreements, for the period of July 1, 2023 through June 30, 2026, to support the continued delivery of occupational training services for job seekers in the local area;

WHEREAS, Commissioner Sammartano, by said memorandum, advised that said Classroom Training Services are a WIOA expense, and thus, are of no cost to the Town of Oyster Bay; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised further that the documents for the eleven (11) current training providers, have been reviewed and approved by the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Supervisor, and/or his duly appointed designee, is hereby authorized to sign, execute and enter into, on behalf of the Town of Oyster Bay, a three (3) year extension and modification of the existing Classroom Training Contractual Agreements, for the period of July 1, 2023 through June 30, 2026, to support the continued delivery of occupational training services for job seekers in the local area; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. IGA CD 6293 48010 000 CW 22; and be it further

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

-#-

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

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

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

**TO:** MEMORANDUM DOCKET  
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS  
**DATE:** APRIL 21, 2023  
**SUBJECT:** EXTENSION AND MODIFICATION OF CLASSROOM TRAINING CONTRACTUAL AGREEMENTS

---

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 a full array of workforce services, including occupational training.

Town Board Resolution No. 290-2020, dated June 2, 2020, authorized the Supervisor to execute Classroom Training Agreements with eligible training providers under WIOA, for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension based on performance and continued WIOA funding. Training providers must be registered on the New York State Department of Labor's Eligible Training Provider List and considered to be suitable educational institutions for the purpose of preparing unemployed and underemployed individuals for gainful employment.

Therefore; it is respectfully requested that the Town Board adopt a resolution authorizing the Supervisor or the Supervisor's authorized designee to sign and execute a three-year extension and modification of the existing Classroom Training Contractual Agreements, for the period of July 1, 2023 to June 30, 2026, to support the continued delivery of occupational training services for job-seekers in the local area. "Classroom Training Extension and Modification" documents for the eleven (11) current training providers have already been reviewed and approved by the Office of the Town Attorney.

Classroom Training Services are an eligible Workforce Innovation and Opportunity Act expense and are of no cost to the Town of Oyster Bay. Funds for this purpose are available in account IGA CD 6293 48010 000 CW 22.

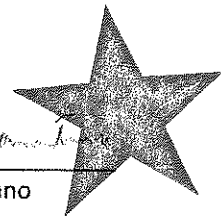
Thank you.

*John J. ...*  
Supervisor

For

*Frank V. Sammartano*

Frank V. Sammartano  
Commissioner



Meeting of June 2, 2020

Resolution No. 290-2020

WHEREAS, Resolution No. 55-2017, adopted on January 24, 2017, authorized the Supervisor and/or his designated appointee to execute Training Agreements under the Workforce Innovation and Opportunity Act (WIOA) for the period of January 1, 2017 through June 30, 2020; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memoranda dated May 18, 2020 and May 22, 2020, requested Town Board authorization for the Supervisor and/or his appointed designee to enter into Training Agreements with training providers registered on the NYS Department of Labor's Eligible Training Provider List for the delivery of occupational training services, as mandated under the WIOA for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension based on performance and continued WIOA funding; and

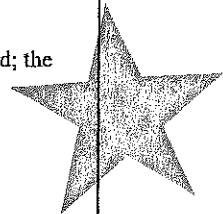
WHEREAS, Commissioner Sammartano, by said memoranda, advised that this is an eligible expense under the Federal Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for the purpose of making payments to Training Providers are available in Account No. IGA-CD-6293-48010-000 CW-19,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved and accepted, and the Supervisor and/or his designated appointee is hereby authorized to enter into Training Agreements with training providers registered on the NYS Department of Labor's Eligible Training Provider's List for the delivery of occupational training services as mandated under the WIOA for the period of July 1, 2020 through June 30, 2023, with the option of a three (3) year extension based on performance and continued WIOA funding. Funds for the purpose of making payments to Training Providers are available in Account No. IGA-CD-6293-48010-000-CW-19

-#-

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

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



Reviewed By  
Office of Town Attorney

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **ACCESS CAREERS**, having its principal place of business at 474 Fulton Avenue, Suite 201, Hempstead, New York 11550 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. There are two (2) options for enrollment. Appendix I (1) is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers. Appendix 1 (2) is attached hereto and made a part of this agreement, extending and modifying the original agreement to provide a Pay-for-Performance System for long-term unemployed individuals with barriers who require intensive placement assistance, and for which the SCHOOL will receive full tuition payment based on successful employment of the individual.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

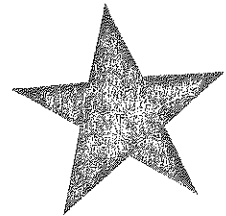
Date: \_\_\_\_\_

**ACCESS CAREERS**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: ACCESS CAREERS  
Address: 474 Fulton Avenue, Suite 201  
Hempstead, New York 11550  
Website: [www.accesscareers.net](http://www.accesscareers.net)

Admin. Contact: Mini Sawhney, Director  
Admin. Phone: (516) 433-0034  
Admin. Email: [mini@accesscareers.net](mailto:mini@accesscareers.net)  
Admin. Fax: (516) 433-0341  
Program Contact: Mini Sawhney, Director  
Program Phone: (516) 433-0034  
Program Email: [mini@accesscareers.net](mailto:mini@accesscareers.net)  
Program Fax: (516) 433-0341

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

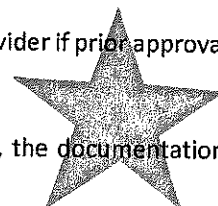
#### Course Title:

All courses deemed Demand Occupations as listed in the most current "ACCESS CAREERS" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "ACCESS CAREERS" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.



## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: ACCESS CAREERS  
Address: 474 Fulton Avenue, Suite 201  
Hempstead, New York 11550  
Website: [www.accesscareers.net](http://www.accesscareers.net)

Admin. Contact: Mini Sawhney, Director  
Admin. Phone: (516) 433-0034  
Admin. Email: [mini@accesscareers.net](mailto:mini@accesscareers.net)  
Admin. Fax: (516) 433-0341  
Program Contact: Mini Sawhney, Director  
Program Phone: (516) 433-0034  
Program Email: [mini@accesscareers.net](mailto:mini@accesscareers.net)  
Program Fax: (516) 433-0341

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via a "referral" form, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

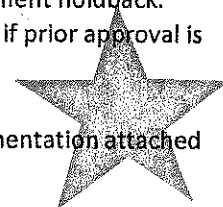
#### Course Title:

All courses deemed Demand Occupations as listed in the most current "ACCESS CAREERS" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "ACCESS CAREERS" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the approved Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid.
3. For those long-term unemployed customers with significant barriers to employment who are enrolled in a certificate program under this Pay-for-Performance contract, there will be a 15% placement holdback of the tuition amount owed until which time customer is placed in full-time, training-related employment. Placement must occur within ninety (90) calendar days from the completion date of the training program, and employment must continue for a minimum of thirty (30) consecutive calendar days. TOWN will automatically deduct 15% from the tuition amount owed at the time of billing, and this holdback will only apply to the base tuition and not books, supplies, uniforms, tools, exams or required fees. A waiver of this placement holdback requirement may be granted under certain circumstances.
4. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy, minus the 15% placement holdback.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.



**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY**, having its principal place of business at 1196 Prospect Avenue, Westbury, New York 11590 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:


To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. There are two (2) options for enrollment. Appendix 1 (1) is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers. Appendix 1 (2) is attached hereto and made a part of this agreement, extending and modifying the original agreement to provide a Pay-for-Performance System for long-term unemployed individuals with barriers who require intensive placement assistance, and for which the SCHOOL will receive full tuition payment based on successful employment of the individual.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES OF NASSAU COUNTY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES OF NASSAU COUNTY  
Address: 1196 Prospect Avenue  
Westbury, New York 11590  
Website: [www.nassauboces.org/adulted](http://www.nassauboces.org/adulted)

Admin. Contact: Michele Cohen, Principal  
Admin. Phone: (516) 622-6870 or (516) 967-0681  
Admin. Email: [mcohen@nasboces.org](mailto:mcohen@nasboces.org)  
Program Contact: Brad Slepian, Assistant Principal  
Program Phone: (516) 622-6901  
Program Email: [BSlepian@nasboces.org](mailto:BSlepian@nasboces.org)  
Program Contact: Cathy Breuer  
Program Phone: (516) 622-6954  
Program Email: [cbreuer@nasboces.org](mailto:cbreuer@nasboces.org)

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

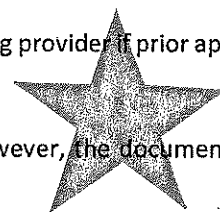
#### Course Title:

All courses deemed Demand Occupations as listed in the most current "NASSAU BOCES" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "NASSAU BOCES" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.



## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES OF NASSAU COUNTY

Address: 1196 Prospect Avenue

Westbury, New York 11590

Website: [www.nassauboces.org/adulted](http://www.nassauboces.org/adulted)

Admin. Contact: Michele Cohen, Principal

Admin. Phone: (516) 622-6870 or (516) 967-0681

Admin. Email: [mcohen@nasboces.org](mailto:mcohen@nasboces.org)

Program Contact: Brad Slepian, Assistant Principal

Program Phone: (516) 622-6901

Program Email: [BSlepian@nasboces.org](mailto:BSlepian@nasboces.org)

Program Contact: Cathy Breuer

Program Phone: (516) 622-6954

Program Email: [cbreuer@nasboces.org](mailto:cbreuer@nasboces.org)

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
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- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### Course Title:

All courses deemed Demand Occupations as listed in the most current "NASSAU BOCES" catalog, brochure, pamphlet or advertisement available to the general public.

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7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of each individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **COMMERCIAL DRIVER TRAINING, INC.**, having its principal place of business at 600 Patton Avenue, West Babylon, New York 11704 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

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THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. There are two (2) options for enrollment. Appendix I (1) is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers. Appendix 1 (2) is attached hereto and made a part of this agreement, extending and modifying the original agreement to provide a Pay-for-Performance System for long-term unemployed individuals with barriers who require intensive placement assistance, and for which the SCHOOL will receive full tuition payment based on successful employment of the individual.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMERCIAL DRIVER TRAINING, INC.**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: COMMERCIAL DRIVER TRAINING, INC.  
Address: 600 Patton Avenue,  
West Babylon, New York 11704  
Website: [www.cdtschool.com](http://www.cdtschool.com)

Admin. Contact: John S. Rayne, President  
Admin. Phone: (631) 249-1330  
Admin. Email: [cdtwb@aol.com](mailto:cdtwb@aol.com)  
Admin. Fax: (631) 249-0428  
Program Contact: Linda Valenti  
Program Phone: (631) 249-1330  
Program Email: [linda@cdtschool.com](mailto:linda@cdtschool.com)  
Program Fax: (631) 249-0428

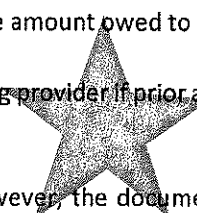
- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### Course Title:

All courses deemed Demand Occupations as listed in the most current "COMMERCIAL DRIVER TRAINING, INC." catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "COMMERCIAL DRIVER TRAINING, INC." catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
  2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
  3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
  4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
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  6. Discounts may be applied where applicable.
  7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.
- 

## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: COMMERCIAL DRIVER TRAINING, INC.

Address: 600 Patton Avenue,  
West Babylon, New York 11704

Website: [www.cdtschool.com](http://www.cdtschool.com)

Admin. Contact: John S. Rayne, President

Admin. Phone: (631) 249-1330

Admin. Email: [cdtwb@aol.com](mailto:cdtwb@aol.com)

Admin. Fax: (631) 249-0428

Program Contact: Linda Valenti

Program Phone: (631) 249-1330

Program Email: [linda@cdtschool.com](mailto:linda@cdtschool.com)

Program Fax: (631) 249-0428

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
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#### Course Title:

All courses deemed Demand Occupations as listed in the most current "COMMERCIAL DRIVER TRAINING, INC." catalog, brochure, pamphlet or advertisement available to the general public

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**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **ELECTRICAL TRAINING CENTER, INC.**, having its principal place of business at 65 Elm Street, Copiague, New York 11726 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

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IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

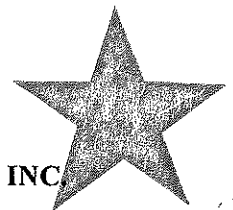
Date: \_\_\_\_\_

**ELECTRICAL TRAINING CENTER, INC.**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: ELECTRICAL TRAINING CENTER, INC.  
Address: 65 Elm Street, Copiague, New York 11726  
Website: <https://www.electricaltrainingcenter.edu/>

Admin. Contact: Barbara Deacon, Director  
Admin. Phone: (631) 226-8021  
Admin. Email: [Barbara@electricaltrainingcenter.edu](mailto:Barbara@electricaltrainingcenter.edu)  
Admin. Fax: (631) 226-8026  
Program Contact: Kimberly Rastelli, Director of Admissions  
Program Phone: (631) 226-8021  
Program Email: [Kimberly@electricaltrainingcenter.edu](mailto:Kimberly@electricaltrainingcenter.edu)  
Program Fax: (631) 226-8026

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

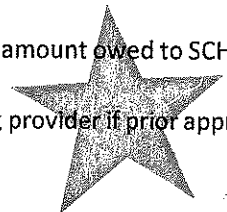
#### Course Title:

All courses deemed Demand Occupations as listed in the most current "ELECTRICAL TRAINING CENTER" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "ELECTRICAL TRAINING CENTER" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
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## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: ELECTRICAL TRAINING CENTER, INC.  
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Admin. Contact: Barbara Deacon, Director  
Admin. Phone: (631) 226-8021  
Admin. Email: [Barbara@electricaltrainingcenter.edu](mailto:Barbara@electricaltrainingcenter.edu)  
Admin. Fax: (631) 226-8026  
Program Contact: Kimberly Rastelli, Director of Admissions  
Program Phone: (631) 226-8021  
Program Email: [Kimberly@electricaltrainingcenter.edu](mailto:Kimberly@electricaltrainingcenter.edu)  
Program Fax: (631) 226-8026

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via a "referral" form, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### Course Title:

All courses deemed Demand Occupations as listed in the most current "ELECTRICAL TRAINING CENTER" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "ELECTRICAL TRAINING CENTER" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the approved Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid.
3. For those long-term unemployed customers with significant barriers to employment who are enrolled in a certificate program under this Pay-for-Performance contract, there will be a 15% placement holdback of the tuition amount owed until which time customer is placed in full-time, training-related employment. Placement must occur within ninety (90) calendar days from the completion date of the training program, and employment must continue for a minimum of thirty (30) consecutive calendar days. TOWN will automatically deduct 15% from the tuition amount owed at the time of billing, and this holdback will only apply to the base tuition and not books, supplies, uniforms, tools, exams or required fees. A waiver of this placement holdback requirement may be granted under certain circumstances.
4. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy, minus the 15% placement holdback.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of each individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **HUNTER BUSINESS SCHOOL**, having its principal place of business at 3601 Hempstead Turnpike, Bld. 19, Levittown, New York 11756 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. There are two (2) options for enrollment. Appendix I (1) is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers. Appendix I (2) is attached hereto and made a part of this agreement, extending and modifying the original agreement to provide a Pay-for-Performance System for long-term unemployed individuals with barriers who require intensive placement assistance, and for which the SCHOOL will receive full tuition payment based on successful employment of the individual.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

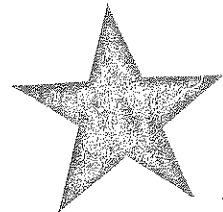
Date: \_\_\_\_\_

**HUNTER BUSINESS SCHOOL**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: HUNTER BUSINESS SCHOOL  
Address: 3601 Hempstead Turnpike, Bld. 19  
Levittown, New York 11756  
Website: [www.hunterbusinessschool.edu](http://www.hunterbusinessschool.edu)

Admin. Contact: Erica Bider, Director  
Admin. Phone: (516) 796-1000  
Admin. Email: [ebider@hunterbusinessschool.edu](mailto:ebider@hunterbusinessschool.edu)  
Admin. Fax: (516) 390-1274  
Program Contact: Bridget Headley, Admissions  
Program Phone: (516) 796-1000  
Program Email: [bheadley@hunterbusinessschool.edu](mailto:bheadley@hunterbusinessschool.edu)  
Program Fax: (516) 719-4026

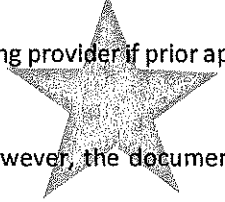
- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### Course Title:

All courses deemed Demand Occupations as listed in the most current "HUNTER BUSINESS SCHOOL" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "HUNTER BUSINESS SCHOOL" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the approved Total Tuition Amount in writing.
  2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
  3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
  4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
  5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
  6. Discounts may be applied where applicable.
  7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of each individual customer who attends.
- 

## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: HUNTER BUSINESS SCHOOL  
Address: 3601 Hempstead Turnpike, Bld. 19  
Levittown, New York 11756  
Website: [www.hunterbusinessschool.edu](http://www.hunterbusinessschool.edu)

Admin. Contact: Erica Bider, Director  
Admin. Phone: (516) 796-1000  
Admin. Email: [ebider@hunterbusinessschool.edu](mailto:ebider@hunterbusinessschool.edu)  
Admin. Fax: (516) 390-1274  
Program Contact: Bridget Headley, Admissions  
Program Phone: (516) 796-1000  
Program Email: [bheadley@hunterbusinessschool.edu](mailto:bheadley@hunterbusinessschool.edu)  
Program Fax: (516) 719-4026

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via a "referral form", listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### Course Title:

All courses deemed Demand Occupations as listed in the most current "HUNTER BUSINESS SCHOOL" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "HUNTER BUSINESS SCHOOL" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the approved Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid.
3. For those long-term unemployed customers with significant barriers to employment who are enrolled in a certificate program under this Pay-for-Performance contract, there will be a 15% placement holdback of the tuition amount owed until which time customer is placed in full-time, training-related employment. Placement must occur within ninety (90) calendar days from the completion date of the training program, and employment must continue for a minimum of thirty (30) consecutive calendar days. TOWN will automatically deduct 15% from the tuition amount owed at the time of billing, and this holdback will only apply to the base tuition and not books, supplies, uniforms, tools, exams or required fees. A waiver of this placement holdback requirement may be granted under certain circumstances.
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5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of each individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **ISLAND DRAFTING AND TECHNICAL INSTITUTE**, having its principal place of business at 128 Broadway, Amityville, New York 11701 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

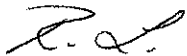
To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. There are two (2) options for enrollment. Appendix I (1) is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers. Appendix I (2) is attached hereto and made a part of this agreement, extending and modifying the original agreement to provide a Pay-for-Performance System for long-term unemployed individuals with barriers who require intensive placement assistance, and for which the SCHOOL will receive full tuition payment based on successful employment of the individual.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISLAND DRAFTING AND TECHNICAL INSTITUTE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: ISLAND DRAFTING AND TECHNICAL  
INSTITUTE

Address: 128 Broadway  
Amityville, New York 11701  
Website: [www.idti.edu](http://www.idti.edu)

Admin. Contact: James G. Di Liberto, President

Admin. Phone: (631) 691-8733, Ext. 118

Admin. Email: [dilibertoj@idti.edu](mailto:dilibertoj@idti.edu)

Admin. Fax: (631) 691-8738

Program Contact: Patricia Hausfeld, Dean

Program Phone: (631) 691-8733 Ext. 122

Program Email: [phausfeld@idti.edu](mailto:phausfeld@idti.edu)

Program Fax: (631) 691-8738

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### NON-CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Non-credit individual and certificate courses as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the public.

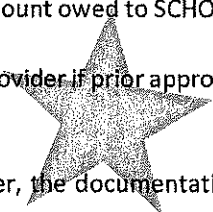
#### CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Individual, certificate, and degree-bearing courses as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the public.

Tuition, fees, etc., as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

Tuition, fees, etc., as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
  2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
  3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
  4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
  5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
  6. Discounts may be applied where applicable.
  7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.
- 

## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: ISLAND DRAFTING AND TECHNICAL  
INSTITUTE

Address: 128 Broadway  
Amityville, New York 11701  
Website: [www.idti.edu](http://www.idti.edu)

Admin. Contact: James G. Di Liberto, President

Admin. Phone: (631) 691-8733, Ext. 118

Admin. Email: [dilibertoj@idti.edu](mailto:dilibertoj@idti.edu)

Admin. Fax: (631) 691-8738

Program Contact: Patricia Hausfeld, Dean

Program Phone: (631) 691-8733 Ext. 122

Program Email: [phausfeld@idti.edu](mailto:phausfeld@idti.edu)

Program Fax: (631) 691-8738

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via a "referral" form, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### NON-CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Non-credit individual and certificate courses as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the public.

#### CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Individual, certificate, and degree-bearing courses as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the public.

Tuition, fees, etc., as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

Tuition, fees, etc., as listed in the most current "ISLAND DRAFTING AND TECHNICAL INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid.
3. For those long-term unemployed customers with significant barriers to employment who are enrolled in a certificate program under this Pay-for-Performance contract, there will be a 15% placement holdback of the tuition amount owed until which time customer is placed in full-time, training-related employment. Placement must occur within ninety (90) calendar days from the completion date of the training program, and employment must continue for a minimum of thirty (30) consecutive calendar days. TOWN will automatically deduct 15% from the tuition amount owed at the time of billing, and this holdback will only apply to the base tuition and not books, supplies, uniforms, tools, exams or required fees. A waiver of this placement holdback requirement may be granted under certain circumstances.
4. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy, minus the 15% placement holdback.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of each individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **LONG ISLAND NAIL INSTITUTE INC. DBA LONG ISLAND NAIL SKIN & HAIR INSTITUTE**, having its principal place of business at 3709 Hempstead Turnpike, New York 11756 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

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IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LONG ISLAND NAIL INSTITUTE INC. DBA  
LONG ISLAND NAIL SKIN & HAIR INSTITUTE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: LONG ISLAND NAIL SKIN & HAIR  
INSTITUTE

Address: 3709 Hempstead Turnpike

Levittown, New York 11756

Website: [www.nailskinhairinstitute.edu](http://www.nailskinhairinstitute.edu)

Admin. Contact: Dana Persico, CEO

Admin. Phone: (516) 520-4800

Admin. Email: [danampersico@gmail.com](mailto:danampersico@gmail.com)

Admin. Fax: (516) 520-5838

Program Contact: Jeannine Vallone, Director of Admissions

Program Phone: (516) 520-4800

Program Email: [admissions@linailskincare.com](mailto:admissions@linailskincare.com)

Fax: (516) 520-5838

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

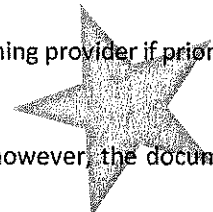
#### Course Title:

All courses deemed Demand Occupations as listed in the most current "LONG ISLAND NAIL SKIN & HAIR INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "LONG ISLAND NAIL SKIN & HAIR INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
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7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.



## Appendix I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA PAY-FOR-PERFORMANCE CONTRACT

Contractual Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: LONG ISLAND NAIL SKIN & HAIR  
INSTITUTE

Address: 3709 Hempstead Turnpike

Levittown, New York 11756

Website: [www.nailskinhairinstitute.edu](http://www.nailskinhairinstitute.edu)

Admin. Contact: Dana Persico, CEO

Admin. Phone: (516) 520-4800

Admin. Email: [danampersico@gmail.com](mailto:danampersico@gmail.com)

Admin. Fax: (516) 520-5838

Program Contact: Jeannine Vallone, Director of Admissions

Program Phone: (516) 520-4800

Program Email: [admissions@linailskincare.com](mailto:admissions@linailskincare.com)

Fax: (516) 520-5838

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- Options for both on-site (classroom) training and on-line training are available under this Pay-for-Performance contract, as determined by TOWN/WIOA staff.
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- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor

#### Course Title:

All courses deemed Demand Occupations as listed in the most current "LONG ISLAND NAIL SKIN & HAIR INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public.

Tuition, fees, etc., as listed in the most current "LONG ISLAND NAIL SKIN & HAIR INSTITUTE" catalog, brochure, pamphlet or advertisement available to the general public. Participant will be registered based on the current prices at the time of registration in the course.

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2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid.
3. For those long-term unemployed customers with significant barriers to employment who are enrolled in a certificate program under this Pay-for-Performance contract, there will be a 15% placement holdback of the tuition amount owed until which time customer is placed in full-time, training-related employment. Placement must occur within ninety (90) calendar days from the completion date of the training program, and employment must continue for a minimum of thirty (30) consecutive calendar days. TOWN will automatically deduct 15% from the tuition amount owed at the time of billing, and this holdback will only apply to the base tuition and not books, supplies, uniforms, tools, exams or required fees. A waiver of this placement holdback requirement may be granted under certain circumstances.
4. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy, minus the 15% placement holdback.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **HOFSTRA UNIVERSITY CONTINUING EDUCATION**, having its principal place of business at Oak Street Center, 255 Oak Street, Hempstead, New York 11549-2550 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. Appendix I is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HOFSTRA UNIVERSITY CONTINUING EDUCATION**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: HOFSTRA UNIVERSITY CONTINUING  
EDUCATION  
ADDRESS: OAK STREET CENTER  
255 Oak Street  
Hempstead, New York 11549-2550  
Website: <https://www.hofstra.edu/academics/ce/>

Admin. Contact: Michael Chisena, Senior Director of  
Administration & Finance  
Admin. Phone: (516) 463-5909  
Admin. Email: [Michael.Chisena@hofstra.edu](mailto:Michael.Chisena@hofstra.edu)  
Admin. Fax: (516) 463-4836

- All courses sponsored under this contract must be listed on the **New York State Department of Labor's Eligible Training Provider List** - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

**NON-CREDIT COURSES *deemed* DEMAND OCCUPATIONS -**  
Non-credit individual and certificate courses as listed in the most current "HOFSTRA UNIVERSITY CONTINUING EDUCATION" catalog, brochure, pamphlet or advertisement available to the public.

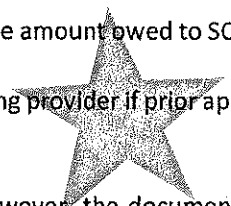
**CREDIT COURSES *deemed* DEMAND OCCUPATIONS -**  
Individual, certificate, and degree-bearing courses as listed in the most current "HOFSTRA UNIVERSITY (DEGREE)" catalog, brochure, pamphlet or advertisement available to the public.

Tuition, fees, etc., as listed in the most current "HOFSTRA UNIVERSITY CONTINUING EDUCATION" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

Tuition, fees, etc., as listed in the most current "HOFSTRA UNIVERSITY (DEGREE)" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.



**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **MOLLOY COLLEGE**, having its principal place of business at 1000 Hempstead Avenue, Rockville Centre, New York 11570 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. Appendix I is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

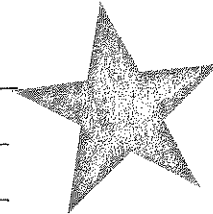


**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**MOLLOY COLLEGE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix I

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: MOLLOY COLLEGE  
Address: 1000 Hempstead Avenue  
Rockville Centre, NY 11570  
Website: [www.molloy.edu/ce](http://www.molloy.edu/ce)

Admin. Contact: Louis J. Cino, Dean  
Admin. Phone: (516) 323-3550  
Admin. Email: [lcino@molloy.edu](mailto:lcino@molloy.edu)  
Program Contact: Vanessa Formoso  
Program Phone: (516) 323-3557  
Program Email: [vformoso@molloy.edu](mailto:vformoso@molloy.edu)  
Program Fax: (516) 323-3560

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### NON-CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Non-credit individual and certificate courses as listed in the most current "MOLLOY COLLEGE, DIVISION OF CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT" catalog, brochure, pamphlet or advertisement available to the public.

#### CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Individual, certificate, and degree-bearing courses as listed in the most current "MOLLOY COLLEGE (DEGREE)" catalog, brochure, pamphlet or advertisement available to the public.

Tuition, fees, etc., as listed in the most current "MOLLOY COLLEGE, DIVISION OF CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

Tuition, fees, etc., as listed in the most current "Molloy College (Degree)" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **STATE UNIVERSITY OF NEW YORK AT STONY BROOK**, having its principal place of business at the Center for Corporate Education, 2321 Computer Science Building, Stony Brook, New York 11794-4434 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

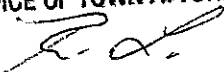
To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 6, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. Appendix I is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

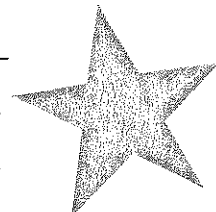


**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**STATE UNIVERSITY OF NEW YORK AT STONY BROOK**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix I

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: STATE UNIVERSITY OF NEW YORK AT  
STONY BROOK

Address: Center for Corporate Education  
2321 Computer Science Building  
Stony Brook, New York 11794-4434  
Website: [www.stonybrook.edu/cce](http://www.stonybrook.edu/cce)

Admin. Contact: Jennifer Gilday, Program Coordinator

Admin. Phone: (631) 216-7571

Admin. Email: [Jennifer.Gilday@stonybrook.edu](mailto:Jennifer.Gilday@stonybrook.edu)

Program Contact: Karen Oaks, Assistant Director

Program Phone: (631) 632-7068

Program Email: [Karen.Oaks@stonybrook.edu](mailto:Karen.Oaks@stonybrook.edu)

Program Fax: (631) 982-7233

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### NON-CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Non-credit individual and certificate courses as listed in the most current "SUNY AT STONY BROOK - CENTER FOR CORPORATE EDUCATION & CONTINUING EDUCATION" catalog, brochure, pamphlet or advertisement available to the public.

#### CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Individual, certificate, and degree-bearing courses as listed in the most current "SUNY AT STONY BROOK (DEGREE)" catalog, brochure, pamphlet or advertisement available to the public.

Tuition, fees, etc., as listed in the most current "SUNY AT STONY BROOK - CENTER FOR CORPORATE EDUCATION & CONTINUING EDUCATION" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

Tuition, fees, etc., as listed in the most current "SUNY AT STONY BROOK (DEGREE)" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.

**EXTENSION AND MODIFICATION  
TO  
CLASSROOM TRAINING CONTRACT**

The **TOWN OF OYSTER BAY**, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN"), and **NASSAU COMMUNITY COLLEGE**, having its principal place of business at One Education Drive, Garden City, New York 11530 (hereinafter referred to as "SCHOOL"), have entered into a contractual agreement to support the needs of job seekers in the local workforce area, wherein:

SCHOOL provides programs offering occupational training leading to employment in demand occupations are appropriate activities under the Workforce Innovation and Opportunity Act (WIOA), and

SCHOOL is deemed an eligible enterprise to furnish such services, and

SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers.

NOW, THEREFORE, the parties herein further agree as follows:

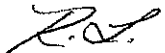
To extend and modify the contractual agreement dated July 1, 2020, pursuant to page 7, Section 16 "Miscellaneous", paragraph (a), which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Town Board Resolution No. 290-2020, an option is available for a three (3) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

The parties, HEREBY, consent to the following terms effective July 1, 2023. The duration of the contract will be extended for a three (3) year period of July 1, 2023 to June 30, 2026. There are two (2) options for enrollment. Appendix I (1) is attached hereto and made a part of this agreement, extending and modifying the original agreement to offer Individual Training Accounts to eligible job seekers. Appendix 1 (2) is attached hereto and made a part of this agreement, extending and modifying the original agreement to provide group training when it is determined that it would be most appropriate to contract with an institution of higher education in order to facilitate the training of multiple individuals in "in-demand" industry sectors or occupations.

IN WITNESS, WHEREOF, the parties have executed an extension and modification to this agreement, effective July 1, 2023.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY**

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

Title: \_\_\_\_\_

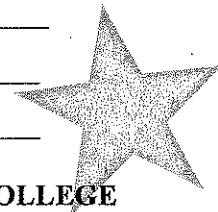
Date: \_\_\_\_\_

**NASSAU COMMUNITY COLLEGE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix I (1)

### TRAINING COSTS AND GUIDELINES FOR WIOA INDIVIDUAL TRAINING ACCOUNT (ITA)

ITA Agreement Dates: July 1, 2023 to June 30, 2026

Training Provider: NASSAU COMMUNITY COLLEGE  
Address: One Education Drive, Garden City, NY 11530  
Website: [www.ncc.edu](http://www.ncc.edu)

Admin./Program Contact: Naheed Kahn, Acting Assistant Dean  
Admin./Program Phone: (516) 572-7489  
Admin./Program Email: [naheed.khan@ncc.edu](mailto:naheed.khan@ncc.edu)  
Admin./Program Fax: (516) 572-7503  
Program Contact: Donna Pesiri  
Program Contact Phone: (516) 572-7487 x 25140  
Program Email: [Donna.Pesiri@ncc.edu](mailto:Donna.Pesiri@ncc.edu)  
Program Fax: (516) 572-7503

- All courses sponsored under this contract must be listed on the New York State Department of Labor's Eligible Training Provider List - <http://applications.labor.ny.gov/ETPL/>
- Options for both on-site (classroom) training and on-line training are available under this contract, as determined by TOWN/WIOA staff.
- Customers will be referred to training provider via an ITA Voucher, listing the training program from the New York State Eligible Training Provider List that customer is approved to attend.
- If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

#### NON-CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Non-credit individual and certificate courses as listed in the most current "NASSAU COMMUNITY COLLEGE CONTINUING EDUCATION" catalog, brochure, pamphlet or advertisement available to the public.

#### CREDIT COURSES *deemed* DEMAND OCCUPATIONS -

Individual, certificate, and degree-bearing courses as listed in the most current "NASSAU COMMUNITY COLLEGE (Degree)" catalog, brochure, pamphlet or advertisement available to the public.

Tuition, fees, etc., as listed in the most current "NASSAU COMMUNITY COLLEGE CONTINUING EDUCATION" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

Tuition, fees, etc., as listed in the most current "NASSAU COMMUNITY COLLEGE (Degree)" catalog, brochure, pamphlet or advertisement available to the general public at the time of registration in the course.

#### Computation for Payment:

1. TOWN will notify SCHOOL of the approved Total Tuition Amount in writing.
2. Tuition, books, supplies, uniforms, tools, exams and other required fees may be paid through an ITA Voucher.
3. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
4. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to SCHOOL will be based on the refund policy.
5. Additional fees for tests necessary for certification of customers may be reimbursed to the training provider if prior approval is obtained from TOWN.
6. Discounts may be applied where applicable.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.

## APPENDIX I (2)

### TRAINING COSTS AND GUIDELINES FOR WIOA GROUP TRAINING CONTRACT

Group Training Contract Dates: July 1, 2023 to June 30, 2026

Training Provider: NASSAU COMMUNITY COLLEGE  
Address: One Education Drive, Garden City, NY 11530  
Website: [www.ncc.edu](http://www.ncc.edu)

Admin./Program Contact: Naheed Kahn, Acting Assistant Dean  
Admin./Program Phone: (516) 572-7489  
Admin./Program Email: [naheed.khan@ncc.edu](mailto:naheed.khan@ncc.edu)  
Admin./Program Fax: (516) 572-7503  
Program Contact: Donna Pesiri  
Program Contact Phone: (516) 572-7487 x 25140  
Program Email: [Donna.Pesiri@ncc.edu](mailto:Donna.Pesiri@ncc.edu)  
Program Fax: (516) 572-7503

Options for both on-site (classroom) training and on-line training are available under a Group Training Contract, as approved by TOWN/WIOA staff.

Customers will be referred to training provider for *group training* via a "referral" form prepared for each individual customer, listing the approved training program and cost per customer.

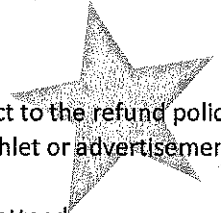
If the training provider does not accept a customer for training, an explanation for denial must be forwarded to referring TOWN/WIOA counselor.

<u>Course Title</u>	<u>Hours</u>	<u>Tuition Amount Not to Exceed (Per Participant)</u>
Intermediate Microsoft Word*	6	\$135.00
Advanced Microsoft Word*	6	\$135.00
Intermediate Microsoft Excel*	6	\$135.00
Advanced Microsoft Excel*	6	\$135.00
Intermediate Microsoft Word*	12	\$270.00
Advanced Microsoft Word*	12	\$270.00
Intermediate Microsoft Excel*	12	\$270.00
Advanced Microsoft Excel*	12	\$270.00
Introduction to Microsoft Access*	12	\$270.00
Microsoft Outlook*	3	\$ 68.00
Introduction to Microsoft PowerPoint*	12	\$270.00
QuickBooks Levels I, II, III*	18	\$405.00

\*Word, Excel, Access, Outlook, PowerPoint, and QuickBooks – Special rate for customized instruction based on a minimum enrollment of 10 participants. (Up to 10 **additional** participants can attend at no charge for a maximum total class size of 20).

#### Computation for Payment:

1. TOWN will notify SCHOOL of the **approved** Total Tuition Amount per customer in writing.
2. Tuition amounts not to exceed the prices listed on this Appendix. If applicable, amount owed is subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
3. Tuition claim may be sent to the TOWN OF OYSTER BAY at the conclusion of each course a customer attends.
4. Books, supplies, exams and other required fees may be paid to support a customer's participation in training.
5. Discounts may be applied where applicable.
6. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends.



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Paul P. Deady*

WHEREAS, the Federal Workforce Innovation Act ("WIOA") mandates that supportive services must be made available to participants registered and engaged in WIOA, Title 1-Funded, Workforce Programs who meet eligibility requirements for such services, including, but not limited to, reimbursement for transportation, needs-related payments, certification exams and fees, licensing fees, application fees, finger-printing, evaluation of foreign credentials, job-related tools, supplies, equipment, uniforms, protective shoes, books, and other resources necessary for participants to perform successfully in WIOA career and training activities; and

WHEREAS, by Resolution No. 291-2020, adopted on June 2, 2020, the Town Board authorized the Department of Intergovernmental Affairs' Division of Employment and Training, to make Supportive Services payments to individuals eligible for said payments under the WIOA, for the period from July 1, 2020 through June 30, 2023; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 24, 2023, requested Town Board authorization to continue its Supportive Services Payments Reimbursement Policy, with respect to participants registered and engaged in WIOA, Title 1-Funded, Workforce Programs who meet eligibility requirements for such services, for the period from July 1, 2023 through June 30, 2026; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised that said Supportive Services Payments are an eligible WIOA expense, and therefore, are made at no cost to the Town of Oyster Bay; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that the funds for said payments are available in Account No. IGA-CD-6293-48220-783-CW22,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Department of Intergovernmental Affairs is hereby authorized to continue its Supportive Services Payments Reimbursement Policy, with respect to participants registered and engaged in WIOA, Title 1-Funded, Workforce Programs who meet eligibility requirements for such services, for the period from July 1, 2023 through June 30, 2026, and be it further

RESOLVED, That the funds for said payments shall be drawn from Account No. IGA-CD-6293-48220-783-CW22; and be it further

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

-#-

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

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

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

**TO:** MEMORANDUM DOCKET  
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
**DATE:** APRIL 24, 2023  
**SUBJECT:** SUPPORTIVE SERVICES FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM  
PARTICIPANTS

---

Town Board Resolution No. 291-2020, dated June 2, 2020, authorized the Department of Intergovernmental Affairs Division of Employment and Training, to provide Supportive Services to participants engaged in Federal Workforce Innovation and Opportunity Act (WIOA) Title 1-funded workforce programs from July 1, 2020 through June 30, 2023.

As mandated under WIOA, Supportive Services must be made available to participants registered in WIOA-funded programs, who meet eligibility guidelines for such services. Supportive Services may include reimbursement for transportation, needs-related payments, certification exams and fees, licensing fees, application fees, finger-printing, evaluation of foreign credentials, job-related tools, supplies, equipment, uniforms, protective shoes, books, and other resources necessary for participants to successfully perform in WIOA career and training activities.

Therefore; it is respectfully requested that authorization for this Supportive Services Reimbursement Policy be continued for the period of July 1, 2023 through June 30, 2026, in order to ensure that participants actively enrolled in WIOA programs may achieve their training and employment goals. Supportive Services are an eligible WIOA expense and are of no cost to the Town of Oyster Bay. Funds for this purpose are available in account IGA-CD-6293-48220-783-CW22.

Thank you.

*Frank V. Sammartano*  
Commissioner

*Frank V. Sammartano*  
\_\_\_\_\_  
Frank V. Sammartano  
Commissioner



Meeting of June 2, 2020

Resolution No. 291-2020

Reviewed By  
Office of Town Attorney

WHEREAS, pursuant to Resolution No. 426-2017, adopted on July 25, 2017, the Town Board authorized the Division of Employment and Training, Department of Intergovernmental Affairs, to continue Supportive Services to participants enrolled in federal Workforce Innovation and Opportunity Act (WIOA) funded workforce programs for the period of January 1, 2017 through June 30, 2020; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 22, 2020, requested Town Board authorization for the Department of Intergovernmental Affairs' Division of Employment and Training to make Supportive Services payments to individuals eligible for said payments under the WIOA for the period of July 1, 2020 through June 30, 2023; and

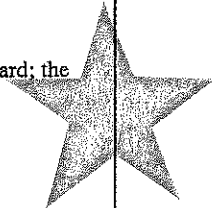
WHEREAS, Commissioner Sammartano, by said memorandum, advised that this is an eligible expense under the federal Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for the purpose of making payments for reimbursement of Books and Supplies Account No. IGA-CD-6293-48220-780-CW19; Transportation Account No. IGA-CD-6293-48220-781-CW19; Testing/Certifications Account No. IGA-CD-6293-782-CW19 and Needs Related Payments Account No. IGA-CD-6293-48220-783-CW19,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved and accepted, and the Department Intergovernmental Affairs' Division of Employment and Training is hereby authorized to make Supportive Services payments to individuals eligible for said payments under the WIOA for the period of July 1, 2020 through June 30, 2023. Funds for the purpose of making payments for reimbursement of Books and Supplies are available in Account No. IGA-CD-6293-48010-780-CW19; Transportation Account No. IGA-CD-6293-48220-781-CW19; Testing/Certifications Account No. IGA-CD-6293-782-CW19 and Needs Related Payments Account No. IGA-CD-6293-48220-783-CW19.

-#-

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

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



Reviewed By  
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 269-2019, adopted on May 7, 2019, granted the Petition of KIMCO JERICHO MI LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, JERICHO ATRIUM 1761 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, fee owners and ground lessees, for a Special Use Permit and Site Plan Approval to allow for the construction of a ninety-three (93) room limited service hotel, and the incorporation of said hotel into the area of the property where the Milleridge Inn Restaurant, Milleridge Cottage, and Milleridge Village shops are situated, on property located in a "GB" (General Business) District, on the east side of North Broadway (NYS Route 106) and the south side of the access road to Jericho Turnpike (NYS Route 25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 859, 861, 952, 953, 956, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the Land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 9.3.5, Expiration, provides that the approval of a Special Use Permit shall expire in the event that the approved use and/or site development is not commenced within one year after the date the Special Use Permit was granted, unless an extension of the time is granted; and

WHEREAS, by Resolution No. 155-2021, adopted on March 23, 2021, the Town Board granted the request of the applicants for an extension of time to commence work on the subject project until May 7, 2021; and

WHEREAS, by Resolution No. 419-2021, adopted on August 17, 2021, the Town Board granted the request of the applicants for an extension of time to commence work on the subject project until November 7, 2021; and

WHEREAS, by Resolution No. 147-2022, adopted on March 1, 2022, the Town Board granted the request of the applicants for an extension of time to commence work on the subject project until November 7, 2022; and

WHEREAS, the applicants, through their attorneys, Weber Law Group, LLP, by letter dated April 10, 2023, requested an extension of time from the current expiration date of November 7, 2022, nunc pro tunc, and further requested relief from the time limits set forth in Town Code Chapter 246, Section 9.3.5 for the commencement of site development on projects for which a Special Use Permit has been granted, in light of restrictions imposed by New York State because of the COVID pandemic, by extending the time to commence site development on this project to November 7, 2023; and

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

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

WHEREAS, Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memorandum dated April 18, 2023, recommended that because of hardships suffered by the applicant including the COVID pandemic and the New York State imposed Executive Order limiting construction, and supply chain issues, a two six (6) month extension of time be granted, from the current expiration date of November 7, 2022, nunc pro tunc,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as hereinabove set forth, the request of Weber Law Group, LLP, attorneys for applicants, for a two six (6) month extension of time, from the current expiration date of November 7, 2022, to commence the approved use and/or site development is hereby GRANTED, nunc pro tunc, and the same terms and conditions effective pursuant to Town Board Resolution No. 269-2019, adopted on May 7, 2019, shall prevail.

-#-

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

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

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

April 18, 2023

**To : MEMORANDUM DOCKET**

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

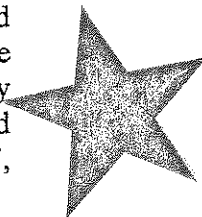
**Subject : REQUEST FOR EXTENSION OF TIME FOR SPECIAL USE PERMIT**  
**AND APPROVED SITE PLAN**  
**TOWN BOARD RESOLUTION # 269-2019**  
**PETITION OF KIMCO JERICHO MI, LLC**  
**585 NORTH BROADWAY JERICHO, NY**  
**SECTION: 12 BLOCK: A LOTS: 859,861,952,953,**  
**956,1075,1077,1078,1127,1334,1341,1343,1345,1351 & 1352**

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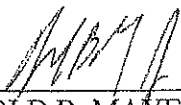
This Department is in receipt of correspondence, dated April 10, 2023 from Bram D. Weber of Weber Law Group, LLP requesting an extension of time to commence with the approved use and development of the site for the above captioned premises (see attached).

Please note that although the Code of the Town of Oyster Bay allows an Applicant three (3) years' worth of extensions after the original one (1) year granting for the Town Board Approvals, the Applicant has experienced two (2) years of various hardships including the Covid pandemic, the New York State imposed executive order limiting construction and supply chain issues. In several cases New York State has tolled various statutes of limitation in response to the Covid pandemic and various governmental actions. In this same spirit, it is my recommendation that the Town Board consider these hardships and allow the Applicant two (2) additional years for extensions.

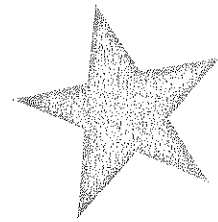
Subsequent to Resolution Number 269-2019 dated May 7, 2019, which granted the approval for the use and site plan, Resolution 147-2022 (copy attached) was granted on March 1, 2022, which granted a six (6) month extension of time and further, a second six (6) month extension of time to commence work on the subject property until November 7, 2022. It is respectfully requested that a two (2) six (6) month extension of time should be granted from the current expiration date of November 7, 2022 to November 7, 2023, nunc pro tunc.



The same terms and conditions should prevail as contained in  
Town Board Resolution Number 269-2019 dated May 7, 2019.

  
\_\_\_\_\_  
HAROLD B. MAYER, JR.  
COMMISSIONER

HBM/cm  
Enclosure



*DM*

April 10, 2023

**VIA ELECTRONIC MAIL (hmayer@oysterbay-ny.gov)**  
**AND FEDERAL EXPRESS**

Mr. Harold Mayer, Commissioner  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771

Re: Kimco Jericho MI LLC, Kimco Birchwood Jericho South LLC,  
Kimco Birchwood Jericho Lot LLC, Jericho Atrium 1761 LLC,  
Kimco Birchwood Jericho Office LLC  
Resolution No. 269-2019 (May 7, 2019)

Dear Commissioner Mayer:

The above-referenced special use permit and site plan approval, for the Marriott Residence Inn at Jericho Commons, was approved by the Town Board on May 7, 2019 with variances granted by the Town Zoning Board of Appeals on January 30, 2020. The applicants listed above complied with all requirements of those approvals and the building permit application for the hotel was submitted to the Town and has been approved.

Soon after the Zoning Board of Appeals approval, and while the building permit application was under review, specifically on March 20, 2020, then-Governor Cuomo signed the "New York State on Pause" Executive Order shutting down all non-essential businesses. This Executive Order and the COVID-related restrictions which followed, severely negatively impacted the financial viability of the hotel thereby delaying the ability of the hotel developer to secure financing for the hotel's construction.

Since COVID restrictions have been lifted, the hotel developer, and the Kimco-related entities, have been working expeditiously to secure construction financing. Unfortunately, construction of a hotel at the level of the Marriott Residence Inn proposed for Jericho – that of a business-focused family-friendly upscale hotel – has become increasingly difficult to finance at reasonable terms. Moreover, in the interest-rate and escalated construction material cost environment which currently exists, the hotel developer and the Kimco-related entities continue to discuss terms with local labor which will enable the project to secure financing and be constructed. The hotel developer and the entities above have put forth extraordinary efforts to keep the project viable through COVID and during this financing-challenged time so that they can deliver on the promises they made to bring a new upscale hotel focused on business travelers and Milleridge Inn reception guests, as well as for the benefit of families visiting the Jericho area.

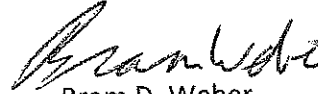
Commissioner Harold Mayer

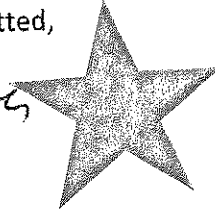
Page 2 of 2

April 10, 2023

For the forgoing reasons, we respectfully request your consideration to waive the expiration of the special use permit and site plan approval pursuant to Town Code Section 246-9.3.5. Thank you for your consideration.

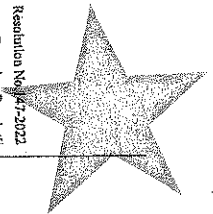
Respectfully submitted,

  
Bram D. Weber



cc: Timothy R. Zike, Deputy Commissioner (via electronic mail only)  
Scott L. Byrne, Deputy commissioner (via electronic mail only)

Reviewed By  
Office of Town Attorney



Meeting of March 1, 2022

Resolution No. 47-2022

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 269-2019, adopted on May 7, 2019, granted the Permit of KIMCO JERICHO HT LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, KIMCO BIRCHWOOD JERICHO 1761 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, the owners and ground lessors, for a Special Use Permit and Site Plan Approval to allow for the construction of a thirty-three (33) room limited service hotel, with the incorporation of said hotel into the area of the property where the Millbridge Inn Restaurant, Millbridge Cafeteria and Millbridge Village shops are situated, on property located in a "V" (Village) District, on the east side of North Broadway (NY 50) (66) and the south side of the access road to Jericho Turnpike (NY 25) (25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 839, 841, 922, 923, 924, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 9.2.5, Expiration, provides that the approval of a Special Use Permit shall expire in the event that the approved use and/or site development is not commenced within one year after the date the Special Use Permit was granted, unless an extension of the time is granted; and

WHEREAS, by Resolution No. 155-2021, adopted on March 23, 2021, the Town Board granted the request of the applicants for an extension of time to commence work on the subject project until May 7, 2021; and

WHEREAS, by Resolution No. 419-2021, adopted on August 17, 2021, the Town Board granted the request of the applicants for an extension of time to commence work on the subject project until November 7, 2021; and

WHEREAS, the applicants, through their attorneys, Weber Law Group, LLP, by letter dated February 2, 2022, requested an extension of time from the current expiration date of November 7, 2021, until, pro tunc, and further requested an additional extension of time to commence work on the subject property until November 7, 2022; and

WHEREAS, Elizabeth L. Mancera, Commissioner, Department of Planning and Development, by memorandum dated February 14, 2022 and February 17, 2022, recommended that a six (6) month extension of time be granted from the current expiration date of November 7, 2021, until, pro tunc, and further recommended that a second six (6) month extension of time to commence work on the subject property until November 7, 2022 be granted;

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as hereinafore set forth, the request of Weber Law Group, LLP, attorneys for applicants, for a six (6) month extension of time, from the current expiration date of November 7, 2021, to commence the approved use and/or site development is hereby GRANTED, same pro tunc, and the same terms and conditions effective pursuant to Town Board Resolution No. 269-2019, adopted on May 7, 2019, shall prevail.

#

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

Supervisor Shalizio	Aye
Councilwoman Johnson	Abstain
Councilman Hudson	Aye
Councilman Pined	Aye
Councilman Lantieri	Aye
Councilwoman Miller	Aye
Councilwoman White	Aye

Reviewed By  
Office of Town Attorney

*Tom M. Miller*

WHEREAS, KIMCO JERICHO MI LLC, KIMCO BIRCHWOOD JERICHO SOUTH LLC, KIMCO BIRCHWOOD JERICHO LOT LLC, JERICHO ATRIUM 1764 LLC, and KIMCO BIRCHWOOD JERICHO OFFICE LLC, fee owners and ground leasees, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval to allow for the construction of a ninety-three (93) room limited service hotel, and the incorporation of said hotel into the area of the property where the Milleridge Inn, restaurant, Milleridge College, and Milleridge Village shops are situated, on property located in a "GB" (General Business) District, on the east side of North Broadway (NYS Route 106) and the south side of the access road to Jericho Turnpike (NYS Route 25), Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block A, Lots 859, 861, 952, 953, 956, 1075, 1077, 1078, 1127, 1334, 1341, 1343, 1345, 1351, and 1352, on the Land and Tax Map of Nassau County, and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on December 11, 2018 and January 29, 2019, 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, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Quality Review Report was dated March 26, 2019, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted; and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10296-19, adopted on March 26, 2019, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use, that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area, and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

Meeting of May 9, 2023

Resolution No.296-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 12, 2022, authorized the Highway Department to clean up the premises located at 37 Arizona Avenue, Syosset, New York 11791, also known as Section 15, Block 85, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated April 18, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 10, 2022, in the total amount of \$1,888.20, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated April 18, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,888.20 may be assessed by the Legislature of the County of Nassau against the parcel known as 37 Arizona Avenue, Syosset, New York 11791, also known as Section 15, Block 85, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 18, 2023

SUBJECT: Property Cleanup Assessment  
37 Arizona Avenue, Syosset, New York 11791  
Section 15, Block 85, Lot 18

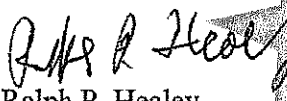
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The Department of Planning and Development, by memorandum dated October 12, 2022, directed the Highway Department to clean the premises located at 37 Arizona Avenue, Syosset, New York 11791, also known as Section 15, Block 85, Lot 18 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 11, 2022, advised that the property was cleaned by a crew from the Highway Department on August 10, 2022. The cost incurred by the Town of Oyster Bay was \$1,888.20.

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

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

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

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

**DATE:** OCTOBER 12, 2022

**SUBJECT:** 37 ARIZONA AVENUE, SYOSSET NEW YORK 11791  
SECTION 15, BLOCK 85, LOT(S) 18

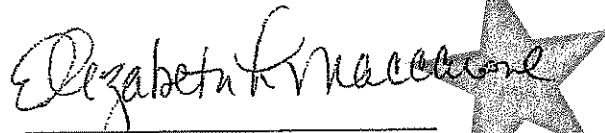
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section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

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,888.20

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,888.20 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.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ME:ml  
Enclosure

REC'D TOWN ATTORNEY  
22 OCT 17 AM 3:33



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

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCARTREY**  
DEPUTY COMMISSIONER

July 20, 2022

Harvinder Dhillon  
37 Arizona Avenue  
Syosset, New York 11791

RE: PREMISES: 37 Arizona Avenue, Syosset, New York 11791  
SECTION 15 BLOCK 85 LOT 18

Dear Property Owner:

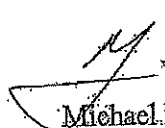
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation 08182 (copy attached) has been served on 07/11/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito, Bureau Chief  
Code Compliance Division

ELM:ME:ml  
Enclosure

DEED

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

*Effective 9/7/2021*  
THIS INDENTURE, made the 17 day of August in the year of 2021  
BETWEEN

U.S. Bank Trust National Association, as Trustee of the Chalet Series III Trust  
Address: c/o SN Servicing Corp., 3 Corporate Drive, 2nd Floor, Shelton, CT 06484

party of the first part, and

Harvinder Dhillon  
Address: 253-06 Cullinan Avenue, Little Neck, New York 11362

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (10) dollars, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever,

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

See Attached Schedule A, annexed hereto and made a part hereof, said property being commonly known as: 37 Arizona Avenue, Syosset, New York 11791

Section: 13

Block: 85

Lot: 18

Being and intended to be the same premises conveyed to the Grantor by deed made by Nicole S. Forchelli, Esq. Referee, dated February 13, 2020 and recorded in the Nassau County Recording Office on February 26, 2020 in Liber 13917 Page 801.

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

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

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

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

AND the party of the first part covenants as follows: Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

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

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

U.S. Bank Trust National Association, as Trustee of the  
Chalet Series III Trust

Jeff Padden  
BY: Jeff Padden

Title: Manager of the Trust Administrator

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS  
TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) \_\_\_\_\_ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said \_\_\_\_\_ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

Deed

ASL 21 4535 SE  
U.S. Bank Trust National Association,  
as Trustee of the Chalet Series III Trust

TO:

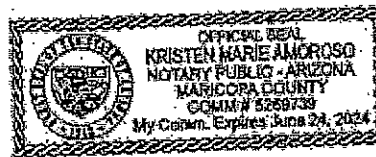
Harvinder Dhillon

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK  
STATE**

State of Arizona, County of Maricopa, ss:

On the 17 day of April in the year 2021, before me, the undersigned personally appeared Self, 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), 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, and that such individual make such appearance before the undersigned in the Phoenix (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

Kristen Marie Amoroso  
NOTARY PUBLIC



County: Nassau  
Town/City: Syosset (Oyster Bay)  
Property Address: 37 Arizona Avenue  
Syosset, New York 11791

Sections: 15  
Block: 85  
Lot: 18

RETURN BY MAIL TO:

Harvinder Dhillon  
... 253-06 Cullman Ave  
Little Neck, NY 11362

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

August 11, 2022

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

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

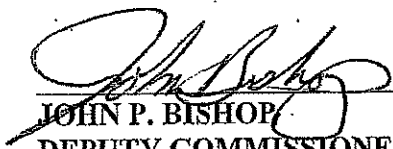
**SUBJECT:** 37 ARIZONA AVENUE, SYOSSET  
CLEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,888.20.

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

---

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

JPB/kjb

Enc. T & M sheet



## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (15-85-18) 37 ARIZONA AVE SYOSSET 11791

Date Aug 10, 2022

Work Order # 96381

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
NICHOLAS BENETOS	General Maintenance	01:45	\$45.91	00:00	0	\$80.34
RODOLFO MERCADO	General Maintenance	01:45	\$29.33	00:00	0	\$51.33
DORIAN COVEN	General Maintenance	01:45	\$30.05	00:00	0	\$52.59
ALFRED A STAAB, III	General Maintenance	01:45	\$29.33	00:00	0	\$51.33
DARIN S RIEFBERG	General Maintenance	01:45	\$23.03	00:00	0	\$40.30
Total Labor						\$275.89

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	01:45	\$183.75
TD705	TRUCK DUMP 2011 FORD F350 YELLO (T-135) - Power Wagons	\$105.00	01:45	\$183.75
TD737	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T-155)	\$105.00	01:45	\$183.75
TD759	6 WHEELER 2019 INTL HV507 YW	\$131.00	01:45	\$229.25
Total Equipment				\$780.50

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	0.92	\$81.81
Total Materials			\$831.81

**Grand Total \$1888.20**

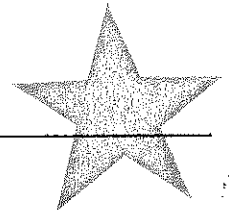
Description of Work:  
CLEAN UP 37 ARIZONA AVENUE SY

Signature: P.B.

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Aug 11, 2022



Meeting of May 9, 2023

Resolution No.297-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated January 26, 2023, authorized the Highway Department to clean the premises located at 35 Buckram Road, Locust Valley, New York 11560, also known as Section 30, Block 24, Lot 118 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated April 20, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on February 13, 2023, in the total amount of \$1,067.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated April 20, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,067.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 35 Buckram Road, Locust Valley, New York 11560, also known as Section 30, Block 24, Lot 118 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

*File*

297

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 20, 2023

SUBJECT: Property Cleanup Assessment  
35 Buckram Road, Locust Valley, New York 11560  
Section 30, Block 24, Lot 118

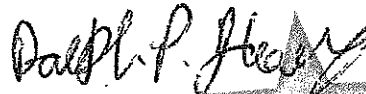
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The Department of Planning and Development, by memorandum dated January 26, 2023, directed the Highway Department to clean the premises located at 35 Buckram Road, Locust Valley, New York 11560, also known as Section 30, Block 24, Lot 118 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated February 22, 2023, advised that the property was cleaned by a crew from the Highway Department on February 13, 2023. The cost incurred by the Town of Oyster Bay was \$1,067.40.

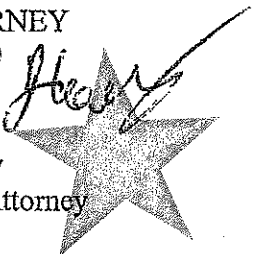
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney



RPH:aml  
Attachments

2023-8998

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**January 26, 2023**

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: HAROLD B. MAYER, JR: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 35 BUCKRAM ROAD, LOCUST VALLEY, NEW YORK 11560**  
**SBL: 30-24-118**

---

Notice of Violation number 09326 was issued to the owner of the above-referenced premises on 01/10/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

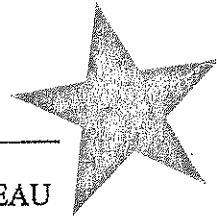
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Remove all garbage, leaves and branches from walkway, steps and sidewalk.

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

HAROLD B. MAYER, JR  
COMMISSIONER

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU



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



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

**HAROLD B. MAYER, JR.**  
COMMISSIONER

**ANGELO A. DELLIGATTI, ESQ.**  
SPECIAL COUNSEL

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**SCOTT L. BYRNE**  
DEPUTY COMMISSIONER

January 26, 2023

Estate of Eva Brant  
35 Buckram Road  
Locust Valley, NY 11560

RE: 35 BUCKRAM ROAD, LOCUST VALLEY, NY 11560  
SECTION 30 BLOCK 24, LOT 118  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

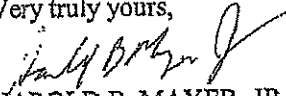
The Estate of Eva Brant;

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued a Notice of Violation, Number 09326, dated 01/10/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the removal of all garbage, leaves and branches from walkway, steps and sidewalk. 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.

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) 624-6237.

Very truly yours,

  
**HAROLD B. MAYER, JR.**  
COMMISSIONER

ME:ml  
cc: Office of the Town Attorney  
T.O.B. Code Enforcement Bureau

# Referee's Deed In Foreclosure

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS DEED, made January 23, 2023

Foreclosure Sale Held: May 13, 2022

BETWEEN

Dalia Zaza Esq., referee  
55 Buckram Road, Locust Valley, NY 11560

and appointed in the action hereinafter mentioned, grantor, and

BANK OF AMERICA N.A., grantees

WITNESSETH, that the grantor, the referee appointed in the action between

BANK OF AMERICA N.A.,

plaintiff,

and

defendants,

UNKNOWN HEIRS OF THE ESTATE OF EVA BRANT, living, and if dead, the respective heirs at law, next of kin, distributees, executors, administrators, trustees, devisees, legatees, assignors, holders, creditors, and successors in interest and generally all persons having or claiming under, by or through said defendant who may be deceased, by purchase, inheritance, gift or otherwise of any right, title or interest in and to the premises described in the complaint herein, and their respective husbands, wives or widows, if any, and each and every persons not specifically named who may be entitled to or claim to have any right, title or interest in the property described in the verified complaint, all of whom and whose names and places of residence unknown and cannot after diligent inquiry be ascertained by the Plaintiff, SECRETARY OF HOUSING AND URBAN DEVELOPMENT, UNITED STATE OF AMERICA O/H/O INTERNAL REVENUE SERVICES, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, SHARON B. STEELE AS HEIR TO THE ESTATE OF EVA BRANT, ROBERT H. BRANT AS HEIR TO THE ESTATE OF EVA BRANT, SHAWN STEELE,

foreclosing a mortgage recorded on February 3, 2011 in the office of the CLERK of the County of NASSAU Liber M 45656 Page 115 in pursuance of a judgment entered February 14, 2022.

Five Hundred Twenty-Six Thousand (\$526,000.00) Dollars paid by the grantor, being the highest sum bid at the sale under said judgment does hereby grant and convey unto the grantees.

SEE SCHEDULE "A" LEGAL DESCRIPTION ATTACHED HERETO

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

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

In presence of:

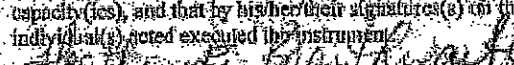
  
Dalia Zaza Esq., Referee

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Nassau

On the 23<sup>rd</sup> day of January, in the year 2023  
before me, the undersigned, personally appeared

Dalia Zaza, 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.

  
(signature and office of individual take acknowledgment)

File No. 17-087223 - SHI

Dalia Zaza, Esq., release

TO

BANK OF AMERICA N.A.

SECTION 50

BLOCK 24

LOT 118

COUNTY Nassau

STREET ADDRESS 16 BUCKHAM RD. LOCUST  
VALLEY, NY 11550

RETURN BY MAIL TO:

\* Heather E. Braithwaite

No. 01ER608425

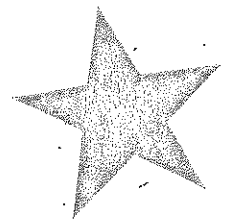
Expires 8/16/2023

Robertson, Anschutz, Schindler, Crane & Partners  
PLLC

900 Merchants Concourse, Suite 310  
Westbury, NY 11590



17-087223 - SHI



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

February 22, 2023

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

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

**SUBJECT:** 35 BUCKRAM ROAD, LOCUST VALLEY  
CLAEAN-UP

---

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,067.40.

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



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

JCT/kjb

Enc. T & M sheet

AL

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

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

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

**DATE:** FEBRUARY 28, 2023

**SUBJECT:** 35 BUCKRAM ROAD, LOCUST VALLEY, NEW YORK 11560  
SECTION 30, BLOCK 24, LOT(S) 118

REC'D TOWN ATTORNEY  
23 MAR 1 PM 1:33

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

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,067.40

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,067.40 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

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



  
\_\_\_\_\_  
HAROLD B. MAYER JR.  
COMMISSIONER

ME:ml  
Encls.



# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (30-24-118) 35 BUCKRAM RD LOCUST VALLEY 11560

Date Feb 13, 2023

Work Order # 102325

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	01:00	\$52.88	00:00	0	\$52.88
JACOB T JOHNSON	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
BLAKE A DIAZ	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
LUKE F WHITTING	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$107.40

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU455	2019 FORD F350 YW	\$79.00	01:00	\$79.00
TD725	TRUCK DUMP 2014 INTER 7300 YELLO (T-111)- 6 Wheeler	\$131.00	01:00	\$131.00
Total Equipment				\$210.00


## Materials

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

**Grand Total \$1067.40**

## Description of Work:

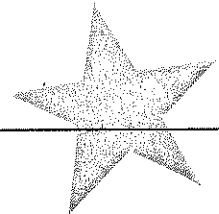
CLEAN UP 35 BUCKRAM ROAD LV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Feb 14, 2023



WHEREAS, Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay; and

WHEREAS, said activities of the Auxiliary Police preserve the public peace and good order and promote the safety and general welfare within the Town; and

WHEREAS, the Town Board deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 17, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit for the term of May 1, 2023 through April 30, 2024, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized and directed to enter into agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2023 through April 30, 2024, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payments for same, upon submission of duly certified claims therefor, after audit, with said funds to be drawn from Account No. TWN A 1989 47900 000 0000.

#

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

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

Reviewed By  
Office of Town Attorney

298

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : April 17, 2023  
**SUBJECT**: Auxiliary Police


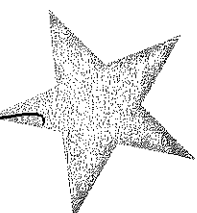
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Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay.

The Town deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town. It would be beneficial, therefore, for the Town to enter into agreements with the Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview Auxiliary Units, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2023 through April 30, 2024, *nunc pro tunc*. The funds will be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town.

The funds for said payment are to be drawn from Account No. TWN A 1989 47900  
000 0000.

FRANK M. SCALERA  
TOWN ATTORNEY

   
Jeffrey A. Lesser  
Deputy Town Attorney

JAL:jal  
Attachment

AGREEMENT

DATED: \_\_\_\_\_, 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

BAYVILLE AUXILIARY POLICE UNIT 304, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

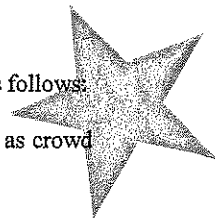
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

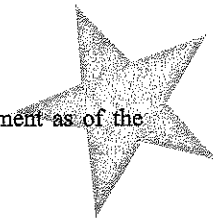
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

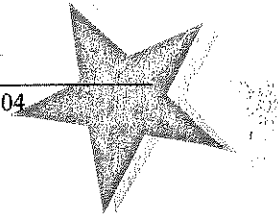


TOWN OF OYSTER BAY

BY: \_\_\_\_\_

BAYVILLE AUXILIARY POLICE  
UNIT 304

\_\_\_\_\_  
Inspector For Unit 304



Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the foregoing instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally  
appeared \_\_\_\_\_, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

AGREEMENT

DATED: \_\_\_\_\_, 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

OYSTER BAY AUXILIARY POLICE UNIT 306, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

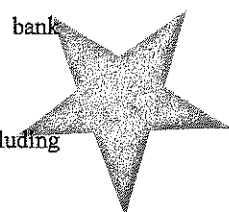
WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd

control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

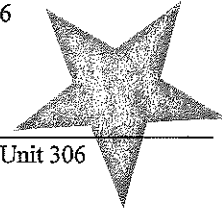


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

OYSTER BAY AUXILIARY POLICE  
UNIT 306



\_\_\_\_\_  
Inspector For Unit 306

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

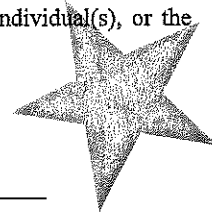
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

SYOSSET AUXILIARY POLICE UNIT 309, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

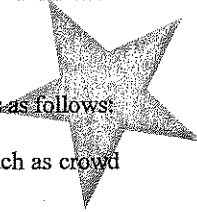
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

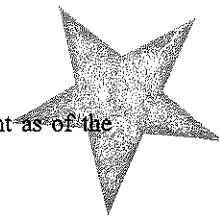
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

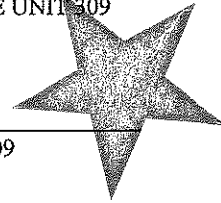


TOWN OF OYSTER BAY

BY: \_\_\_\_\_

SYOSSET AUXILIARY POLICE UNIT 309

\_\_\_\_\_  
Inspector For Unit 309



Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

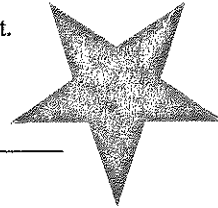
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

JERICHO AUXILIARY POLICE UNIT 311, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

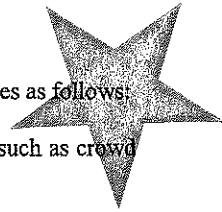
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

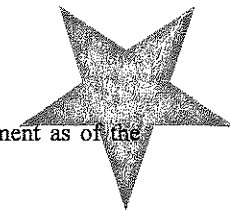
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

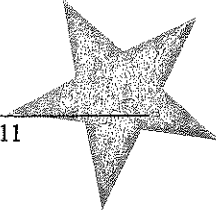


TOWN OF OYSTER BAY

BY: \_\_\_\_\_

JERICO AUXILIARY POLICE  
UNIT 311

\_\_\_\_\_  
Inspector For Unit 311



Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

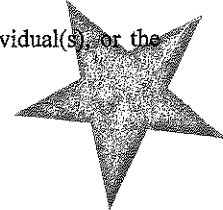
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

HICKSVILLE AUXILIARY POLICE UNIT 312, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

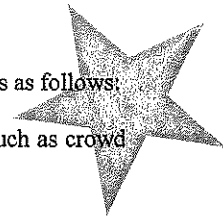
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

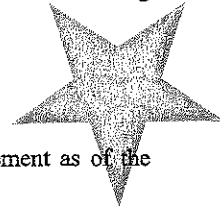
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

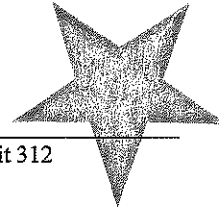
IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.



TOWN OF OYSTER BAY

BY: \_\_\_\_\_

HICKSVILLE AUXILIARY POLICE  
UNIT 312



\_\_\_\_\_  
Inspector For Unit 312

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

STATE OF NEW YORK )

) ss.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

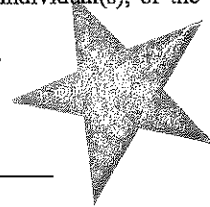
STATE OF NEW YORK )

) ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

FARMINGDALE AUXILIARY POLICE UNIT 314, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

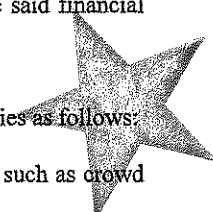
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

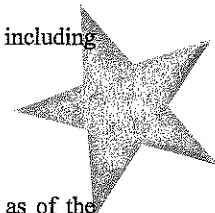
NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
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7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

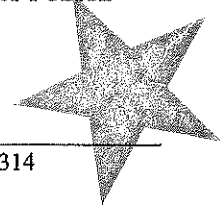


IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

TOWN OF OYSTER BAY

BY: \_\_\_\_\_

FARMINGDALE AUXILIARY POLICE  
UNIT 314



\_\_\_\_\_  
Inspector For Unit 314

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

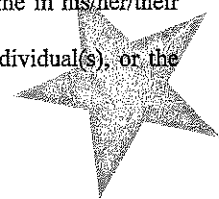
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the foregoing instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town  
Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally  
appeared \_\_\_\_\_, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

MASSAPEQUA PARK AUXILIARY POLICE UNIT 315, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

### WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

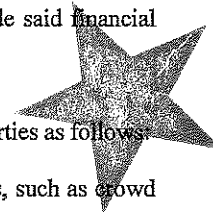
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

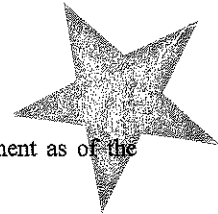
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

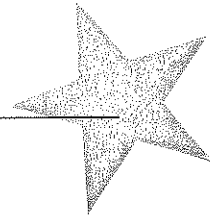


TOWN OF OYSTER BAY

BY: \_\_\_\_\_

MASSAPEQUA PARK AUXILIARY POLICE  
UNIT 315

\_\_\_\_\_  
Inspector For Unit 315



Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

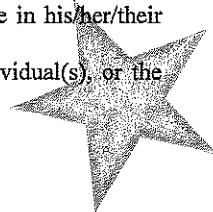
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

MASSAPEQUA AUXILIARY POLICE UNIT 316, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

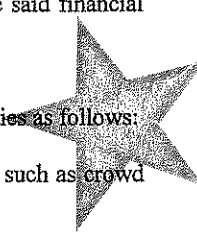
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

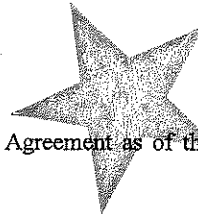
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

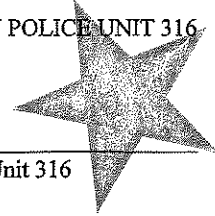
IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.



TOWN OF OYSTER BAY

BY: \_\_\_\_\_

MASSAPEQUA AUXILIARY POLICE UNIT 316



\_\_\_\_\_  
Inspector For Unit 316

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

STATE OF NEW YORK )

) ss.:

COUNTY OF NASSAU )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

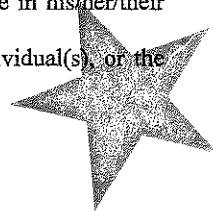
STATE OF NEW YORK )

) ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



AGREEMENT

DATED: , 2023

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

PLAINVIEW AUXILIARY POLICE UNIT 317, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

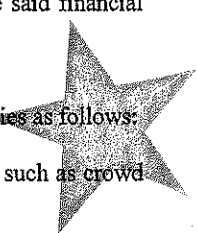
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

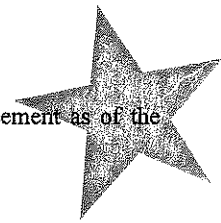
1. The Auxiliary will continue to perform its many routine police functions, such as crowd



control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2023 through and including April 30, 2024, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

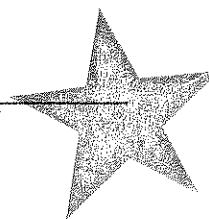


TOWN OF OYSTER BAY

BY: \_\_\_\_\_

PLAINVIEW AUXILIARY POLICE UNIT 317

\_\_\_\_\_  
Inspector For Unit 317



Reviewed:

\_\_\_\_\_  
Deputy Town Attorney

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

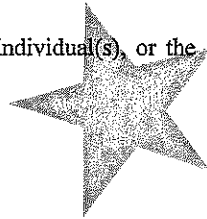
On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



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

WHEREAS, By Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC09-22, On-Call Engineering Services Relative to Site Development, with the firm of John A. Grillo Architect, P.C., a/k/a JAG Architects, P.C., 1213 Main Street, Port Jefferson, New York 11777, (NYS DOS ID No. 1508244), Consulting Engineers, for a two (2) year contract term, from January 1, 2022 through December 31, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 21, 2023, advised that he has approved the plans and specifications of Contract No. DPW23-266, Replacement of Staircase at Sanitation Offices, and requested that the Department of General Services' Division of Purchasing proceed with setting a date for receiving bids for said Contract; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated completion time for Contract No. DPW23-266 is thirty (30) calendar days; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services' Division of Purchasing is hereby authorized and directed to proceed with setting a bid date to receive bids for Contract No. DP23-266.

-#-

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

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

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

APRIL 21, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASE  
REPLACEMENT OF STAIRCASE AT SANITATION OFFICES  
CONTRACT NO. DPW23-266

---

Town Board Resolution No. 741-2021 authorized John A. Grillo Architect, P.C. to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 30 calendar days.

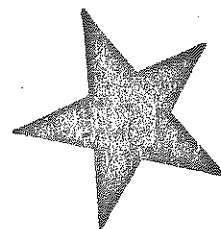
It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

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

RWL/~~MR~~/mr

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
Daniel Pearl, Commissioner/Sanitation

DPW22-266 DOCKET PERMISSION TO BID



Meeting of December 7, 2021

Resolution No. 741-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Site Development was issued in accordance with the specifications contained in Contract No. PWC09-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA; and

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

WHEREAS, The office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

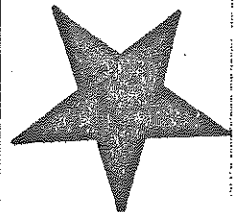
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

#

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

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

RECEIVED BY  
OFFICE OF THE TOWN ATTORNEY  
12/10/21



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Delia P. Healy*

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, The Town Board authorized the Department of Public Works, to enter into Contract No. PWC07-22, with LiRo Engineers, Inc., 3 Aerial Way, Syosset, New York 11791 (N.Y.S. D.O.S. I.D. No. 20755), Consulting Engineers, whereby said firm would provide the Town of Oyster Bay with on-call engineering services in connection with Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, by Resolution No. 903-2022, adopted on December 13, 2022, the Town Board authorized LiRo Engineers, Inc., Consulting Engineers, to provide the Town of Oyster Bay with the aforementioned On-Call Engineering Services Relative to Civil Engineering, as per Contract No. PWC07-22, Project No. 2002PKSA-11, for the installation of synthetic turf at Haypath Community Park, in Bethpage, in an amount not to exceed \$72,973.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated, April 21, 2023, advised that, in connection with Contract No. DP23-249, Haypath Park Synthetic Turf Field Installation, he approved the plans and specifications of said Contract, and requested that the Department of General Services' Division of Purchasing proceed with setting a date for receiving bids for Contract No. DP23-249; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated completion time for Contract No. DP23-249 is forty-five (45) calendar days,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services' Division of Purchasing is hereby authorized and directed to proceed with setting a bid date to receive bids for Contract No. DP23-249.

-#-

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

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

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

April 21, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASE  
HAYPATH PARK SYNTHETIC TURF FIELD INSTALLATION  
CONTRACT NO. DP23-249

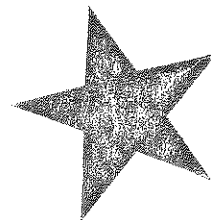
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Town Board Resolution No. 903-2022 authorized LiRo Engineers, Inc., to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 45 calendar days.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

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



*HW*  
RWL/MR/HAS/sb

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

DP23-249 DOCKET ACCEPT DESIGN PERMSIION TO BID

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-22 with LiRo Engineers, Inc., to provide On-Call Engineering Services Relative to Civil Engineering, for a two-year term commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Peter Koklanos, PE, SE, LEED, AP BD+C, Senior Vice President, LiRo Engineers, Inc., by letter dated November 16, 2022, described the scope of work to be performed under Contract No. PWC07-22, On-Call Engineering Services relative to Civil Engineering, involving preparation of contract documents and construction administration for the replacement of the synthetic turf at Haypath Community Park, Bethpage on the 75 foot baseball infield, in an amount not to exceed \$72,973.00; and

WHEREAS, Richard W. Lenz, R.E., Commissioner, Department of Public Works, by memorandum dated November 18, 2022, requested Town Board authorization for LiRo Engineers, Inc., to perform the aforesaid engineering services under Contract No. PWC07-22, in an amount not to exceed \$72,973.00; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Comptroller be authorized to issue an encumbrance order in the amount of \$72,973.00 to satisfy said engineering costs, with funds available in Account No. PKS H 7197 20000 000 2002 001, Project ID No. 2002PKSA-11; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and LiRo Engineers, Inc., is authorized to provide the aforesaid On-Call Engineering Services Relative to Civil Engineering pursuant to Contract No. PWC07-22, Project No. 2002PKSA-11 in connection with turf installation at Haypath Community Park, Bethpage, at a cost not to exceed \$72,973.00; and be it further

RESOLVED, That the Town Board hereby authorizes and directs the Comptroller to issue an encumbrance order, in an amount not to exceed \$72,973.00, to pay for work done by LiRo Engineers, Inc., in connection with the aforesaid project; and be it further

Resolution No.903-2022

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2002 001; and be it further

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

#

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

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

Reviewed By  
Chief of Town Attorney

Meeting of May 9, 2023

Resolution No.301-2023

*7/1/23*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Haskins*

WHEREAS, By Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC09-22, On-Call Engineering Services Relative to Site Development, with de Bruin Engineering, P.C., 1400 Old Country Road, Suite 106, Westbury, New York 11590 (N.Y.S.D.O.S.I.D. No. 3385370), Consulting Engineers, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, By Resolution No. 937-2022, adopted on December 1, 2022, the Town Board authorized de Bruin Engineering, P.C., Consulting Engineers, to provide engineering services, pursuant to Contract No. PWC09-22, in relation to the Design, Survey, Bid and Construction Management, for the Construction of Pickleball Courts Throughout the Town of Oyster Bay, as specified in Contract No. DP23-251; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 24, 2023 advised that the Design Phase of Contract No. DP23-251 has been completed and that he has approved the plans and specifications of said project, and requested that the Department of General Services' Division of Purchasing proceed with setting a bid date for receiving bids for Contract No. DP23-251; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated construction time for completion of Contract No. DP23-251 is 120 calendar days,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services' Division of Purchasing is hereby authorized to proceed with setting a bid date for receiving bids for Contract No. DP23-251.

-#-

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

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

301

21

## TOWN OF OYSTER BAY

### INTER-DEPARTMENTAL MEMO

APRIL 24, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASE  
CONSTRUCTION OF PICKLEBALL COURTS THROUGHOUT THE TOWN OF  
OYSTER BAY  
CONTRACT NO. DP23-251

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Town Board Resolution No. 937-2022 authorized de Bruin Engineering, P.C., to perform engineering services relative to the above-mentioned contract.

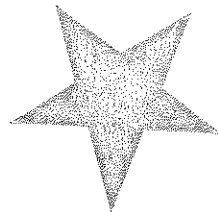
The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 120 calendar days.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

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

  
RWL/MR/CC/sb  
Attachment

cc: Steven C. Ballas, Comptroller  
Joseph G. Pinto, Commissioner/ Department of Parks



DP23-251 Construction of Pickleball Courts Throughout the Town of Oyster Bay Permission to Bid

Meeting of December 1, 2022

Resolution No.937-2022

WHEREAS, by Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized De Bruin Engineering, P.C., to provide On-Call Engineering Services relative to Civil Engineering in connection with Contract No. PWC09-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Robert W. de Bruin, P.E., De Bruin Engineering, P.C., by letter dated December 1, 2022, described the scope of work to be performed under Contract No. PWC09-22, as engineering services related to design, survey and construction management for the construction of pickleball courts at Town parks, and requested approval to utilize GdB Geospatial LS, P.C. and Slacke Test Boring, Inc. as sub-consultants for said project, for survey services and geotechnical services, respectively; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated December 7, 2022, requested Town Board authorization for De Bruin Engineering, P.C., to provide the aforesaid engineering services under Contract PWC09-22, that GdB Geospatial LS, P.C. and Slacke Test Boring, Inc. be approved as sub-consultants for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$170,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2102 001, Project ID No. 2102PKSA-08; and

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

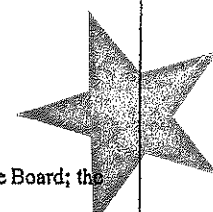
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and De Bruin Engineering, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC09-22, and GdB Geospatial LS, P.C. and Slacke Test Boring, Inc. are hereby authorized to be sub-consultants for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$170,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2102 001, Project ID No. 2102PKSA-08.

-#-

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

Reviewed By  
Office of Town Attorney



Meeting of May 9, 2023

Resolution No.302-2023

WHEREAS, By Resolution No.748-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works, to enter into Contract No. PWC20-22, On-Call Engineering Services Relative to Tank Management Program, with D & B Engineers & Architects, DPC, (NYS DOS ID No. 403252), 330 Crossways Park Drive, Woodbury, New York 11797, Consulting Engineers, for a two (2) year contract term, commencing January 1, 2021 through December 31, 2023; and

WHEREAS, Steven A. Fangmann, P.E., BCEE, President and Chief Executive Officer, D & B Engineers & Architects, DPC, Consulting Engineers, by letter dated April 4, 2023, requested approval to utilize the services of York Analytical Laboratories, Inc. (NYS DOS ID No. 3878370), 50 Gedney Street, Nyack, New York 10960, as a sub-consultant, in connection with Contract No. PWC20-22, Fuel System Improvements to the Old Bethpage Solid Waste Disposal Complex Central Vehicle Maintenance Facility, with said services to include, but to not be limited to, construction administration, inspection, certification, startup services, required sampling, analysis and regulatory closure work related to the removal of existing fueling station apparatus, and the development and regulatory approval of a Tank Closure Report, in accordance with New York State Department of Environmental Conservation's DER-10 Guidance Document; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 24, 2023, requested Town Board authorization for D & B Engineers & Architects, DPC, to utilize the services of York Analytical Laboratories, Inc., as a sub-consultant, in connection with Contract No. PWC20-22, Fuel System Improvements to the Old Bethpage Solid Waste Disposal Complex Central Vehicle Maintenance Facility, in accordance with the request of D & B Engineers & Architects, DPC; and

WHEREAS, Commissioner Lenz, by said memorandum, requested further, that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in the amount of \$89,900.00, to pay for work to be done by D & B Engineers & Architects, DPC, and/or its sub-consultant, in connection with the aforesaid project; and

WHEREAS, 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 approved, and D & B Engineers & Architects, DPC, is hereby authorized to utilize the services of York Analytical Laboratories, Inc., as a sub-consultant, in connection with Contract No. PWC20-22, Fuel System Improvements to the Old Bethpage Solid Waste Disposal Complex Central Vehicle Maintenance Facility, with said services to include, but to not be limited to, construction administration, inspection, certification, startup services, required sampling, analysis and regulatory closure work related to the removal of existing fueling station apparatus, and the

Reviewed By  
Office of Town Attorney  
*[Signature]*

development and regulatory approval of a Tank Closure Report, in accordance with New York State Department of Environmental Conservation's DER-10 Guidance Document; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$89,900.00, to pay for work to be done by D & B Engineers & Architects, DPC, and/or its sub-consultant, in connection with Contract No. PWC20-22, Fuel System Improvements to the Old Bethpage Solid Waste Disposal Complex Central Vehicle Maintenance Facility; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DPW-H 1997-20000-000-2110-001, Project ID No. 2110TWNA-02; and be it further

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

-#-

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

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

302

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

April 24, 2023

24

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST RELATIVE TO  
TANK MANAGEMENT - FUEL SYSTEM IMPROVEMENTS OLD BETHPAGE SOLID  
WASTE DISPOSAL COMPLEX CENTRAL VEHICLE MAINTENANCE FACILITY  
USE OF SUB-CONSULTANT  
CONTRACT NO. PWC20-22  
ACCOUNT NO. DPW-H-1997-20000-000-2110-001  
PROJECT ID NO. 2110TWNA-02

---


The consultant, D&B Engineers & Architects, DPC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC20-22 by Resolution No. 748-2021 for the subject project.

Attached is a letter dated April 4, 2023 from D&B Engineers & Architects, DPC, regarding the scope of work to be performed in an amount not to exceed \$89,900.00. Funds are required for Construction Services, Part Time Inspection, Tank Closure, and Startup and Certification Services as described in the attached letter from D&B Engineers & Architects, DPC. In addition, it is requested that York Analytical Laboratories, Inc., be approved as sub consultant for said project.

Attached is an availability of funds in the amount of \$89,900.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DPW-H-1997-20000-000-2110-001. Project ID No. 2110TWNA-02.

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

It is hereby requested that the Town Board authorize by Resolution, D&B Engineers & Architects, DPC, under Contract No. PWC20-22 for On-Call Engineering Services Relative to Tank Management and that York Analytical Laboratories, Inc., be approved as sub-consultant and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

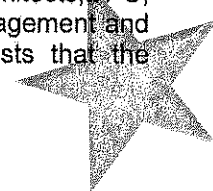
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/TLS/sb

Attachment

cc: Steve C. Ballas, Comptroller  
Michael Cipriano, Division Head/CVM

PWC20-22 Docket DB 89900





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



Requesting Division/Department

CVM

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

Contract Number PWC 20-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor D&B Engineers and Architects, D.P.C.,

Discipline Tank Management

Total Authorization \$223,400.00

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

Funded To Date \$135,000.00

Amount Requested \$89,900.00

Account To Be Used DPW-H-1997-20000-000-2110-00 / 2110 TWNA-02

If Capital Account, State The Related Contract Number: \_\_\_\_\_

Description Of Work

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

Fuel System Improvements

OBSWDC CVM Facility

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$ \_\_\_\_\_

Requesting Division/Department

Signature [Signature]

Title Division Head of CVM

Date 4-18-23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 4/21/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 89,900.00

Unencumbered Balance 230,722.32

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

Yes ☒ No ☐

Signature [Signature]

Date 4/24/23



# TOWN OF OYSTER BAY

## WORK ORDER



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

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

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

Contract Start 1/1/2022

Contract No. PWC 20-22

Contract End 12/31/2023

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

D&B Engineers and Architects, D.P.C.,

330 Crossways Park Drive

Woodbury, NY 11797

Requesting Town Department CVM

Contact Thomas Scalfano Phone 677-5114

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

Fuel System Improvements

at OBSWDC CVM Facility

**This work order shall not exceed \$ 89,900.00**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

*Only To Be Executed By The Commissioner*

Signature [Signature]

Signature [Signature]

Title Division Head of CVM

**Commissioner of Public Works**

Date 4-18-23

Date 4/21/23



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

**Principals**

Steven A. Fangmann, P.E., BCEE  
*President & Chairman*

William D. Merklin, P.E.  
*Executive Vice President*

Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

Joseph H. Marturano  
*Senior Vice President*

April 4, 2023

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

Attn: Thomas Scalfano  
Engineering Division

Re: Fuel System Improvements at OBSWDC CVM Facility  
TOB Contract No.: PWC 20-22, Resolution 748-2021  
Construction Support Services

Dear Commissioner Lenz:

As the Town's Tank Management Consultant under the above-referenced contract, D&B Engineers and Architects, D.P.C. (D&B) is pleased to submit this Task Order Proposal to provide assistance to the Town with professional engineering services related to construction and inspection services related to fueling station improvements at the Town's Central Vehicle Maintenance Facility (CVM) at the Old Bethpage Solid Waste Disposal Complex (OBSWDC). As you are aware, design and permitting of the project work has been completed and the work of this proposal will serve to continue our services to support the remainder of the project completion effort with construction administration, inspection, certification, startup and closeout services.

Our work will include the required sampling, analysis and regulatory closure work related to the removal of existing fueling station apparatus. The tank closure work will include development and regulatory approval of a Tank Closure Report in accordance with New York State Department of Environmental Conservation's (NYSDEC's) DER-10 guidance document.

In order to continue to support the Town with the completion of this important project, we propose the following detailed scope of work:

**A. SCOPE OF WORK**

Construction Services

- Prepare a meeting agenda, coordinate with Town representatives and conduct a pre-construction meeting with the awarded construction contractor and the Town's fuel management system vendor. Prepare and transmit minutes of the meeting.

## D&B ENGINEERS AND ARCHITECTS

Richard Lenz, P.E., Commissioner  
Town of Oyster Bay  
Department of Public Works  
April 4, 2023


Page 2

- Provide office-based construction services related to the review and approval of shop drawing submittals, construction schedule, and schedule of values.
- Respond to requests for information received from the project contractor as required to facilitate the required work. Correspond with the contractor on behalf of the Town with regard to scheduling or construction issues.
- Coordinate with Town representatives and the Town's fuel management system vendor as required regarding review and approval of project elements related to CVM standards and integration of the fuel dispensing system with the Town's existing fleet fuel management system.
- Coordinate, conduct and document weekly progress construction and scheduling meetings throughout the on-site construction term (16 meetings estimated and included over a 4-month term).
- Review and comment on the contractor's System Operation and Maintenance Manual including regulatory elements for future permitting and compliance inspection related to facility operation.
- Following fueling system startup, conduct a final inspection and prepare a punchlist of incomplete or unacceptable work for correction by the contractor.

### Part-Time Inspection

- Provide part-time on-site construction inspection services for principal aspects of the project, including tank removal and installation, drainage piping cleaning and disposal activities, asphalt pavement construction and concrete reinforcement and placement. (A total of 35 half-days of inspection activity are anticipated and included in this proposal.)

### Tank Closure Services

- D&B will perform field screening of the soil within the contractor's excavation for the existing storage tanks, piping and dispensers for the presence of volatile organic compounds with a photoionization detector instrument.
  - D&B will collect up to 14 soil samples from various locations within the existing tank and piping system area and submit for laboratory analysis. The location of soil samples to be collected will be dictated either by the approved tank closure plan, on-site regulatory representatives or any visible, instrument or olfactory indications of contamination, as appropriate.
- 

## D&B ENGINEERS AND ARCHITECTS

Richard Lenz, P.E., Commissioner  
Town of Oyster Bay  
Department of Public Works  
April 4, 2023

Page 3

- The soil samples will be analyzed by either D&B's or the Town's soil sampling laboratory as preferred by the Town. D&B will compare sample results to regulatory criteria and present our findings along with photographs and documentation of closure activities performed in a formal tank system closure report.
- The closure report will be shared with the Town for review and comment, and D&B will submit the closure report to the Nassau County Department of Health for approval.

### Startup and Certification Services

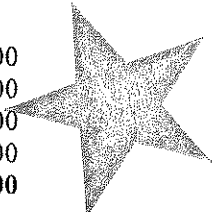
- Coordinate the efforts of the contractor's equipment vendors, the Town's fuel vendor and the Town's IT department to achieve successful communication with fuel dispensing and fuel management hardware and software as well as network communication. Two on-site meetings are anticipated and included in our effort.
- Following substantial completion but prior to dispensing activities, perform a preliminary regulatory inspection of the system to identify any regulatory deficiencies and prepare a preliminary punchlist to reflect issues related to an Engineer's Certification of Completion.
- Compile the contractor's factory and field tank testing report results and prepare an Engineer's Certification to represent regulatory compliance for the fueling system.
- Transmit the Engineer's Certification package and correspond with the Nassau County Department of Health as necessary to answer questions.
- Coordinate with Town and regulatory representatives to conduct a final regulatory inspection and solicit a Completed Works Certification for the project.

### **B. FEES**

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

Construction Services.....	\$45,000
Part-Time Inspection .....	\$18,900
Tank Closure Services.....	\$12,000
Startup and Certification Services .....	\$14,000
<b>Total.....</b>	<b>\$89,900</b>

Direct expenses, including laboratory analysis of soil samples (at estimated \$3,200 value), mileage and document reproduction are included in the above fees.



D&B ENGINEERS AND ARCHITECTS

Richard Lenz, P.E., Commissioner  
Town of Oyster Bay  
Department of Public Works  
April 4, 2023

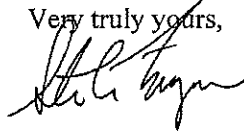
Page 4

In preparing this proposal scope, D&B has assumed that the existing tank system is generally free from historic soil and groundwater contamination and can be closed with confirmatory endpoint sampling, as represented in our technical scope. Should our closure work require additional regulatory assistance relative to further investigation regulatory representation and remediation, a proposal to support these needs can be developed, as requested by the Town.

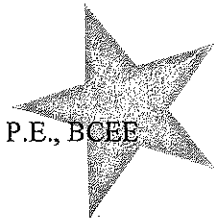
In order to assist us with completion of the laboratory analysis and reporting of soil samples represented in this scope, D&B is proposing to utilize the services of **York Analytical Laboratories, Inc.** as a subcontractor partner and respectfully requests the Town's approval of this vendor to assist with this aspect of the project work.

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

Very truly yours,



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



SAF/PRS/kb

cc: M. Russo (TOB-Eng)  
M. Cipriano (TOB-CVM)  
P. Sachs (D&B)  
♦PX11148\SAF040423RL-Ltr(R01)

Meeting of December 7, 2021

Resolution No. 748-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Tank Management Program was issued in accordance with the specifications contained in Contract No. PWC20-22 for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, six (6) responses were received by the Division of Engineering; and

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

WHEREAS, Commissioner Lenz, by said memorandum requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC20-22 On-Call Engineering Services relative to Tank Management Program with D & B Engineers and Architects, DPC, LiRo Engineers, Inc., and H2M Engineers & Architects for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

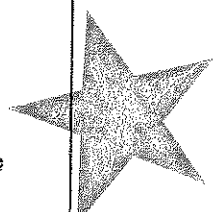
WHEREAS, the Inspector General has reviewed the Request for Proposals and the proposed vendor's disclosures, and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC20-22 with D & B Engineers and Architects, DPC, LiRo Engineers, Inc., and H2M Engineers & Architects for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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



By: *[Signature]*  
Deputy Town Attorney  
*America Walpe*

Meeting of May 9, 2023

Resolution No.303-2023

WHEREAS, Joanne Foley, Event Coordinator, Bethpage Central Park Kiwanis, by letter dated March 20, 2023, requested the use of ten (10) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, between Powell Avenue and Nibbe Lane, Bethpage, from 6:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 21, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 20, 2023, advised that the Department has no objection to providing the Bethpage Central Park Kiwanis Club with the use of ten (10) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, between Powell Avenue and Nibbe Lane, Bethpage, from 6:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 21, 2023, said barricades to be delivered on Friday, May 19, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works, Highway Division, is hereby authorized to provide ten (10) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, Bethpage, from 6:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 21, 2023, said barricades to be delivered on Friday, May 19, 2023, subject to the following terms and conditions:

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

-#-

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

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

Reviewed By  
Office of Town Attorney

*Elisabeth A. Laughman*

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 20, 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL STREET FAIR  
SUNDAY, MAY 21<sup>ST</sup> 2023

---

Enclosed please find letter from Joanne Foley, Event Coordinator, requesting our assistance on behalf of the Bethpage-Central Park Kiwanis Club, in hosting their Annual Street Fair on Sunday, May 21<sup>st</sup> 2023.

The Organization is requesting the posting of temporary 'Road Closure' and 'No Parking' signs on Broadway from 6:00 A.M. through 6:00 P.M. on the above mentioned date.

In addition, the Highway Division can readily supply ten (10) barricades for the event.

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



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

 RWL/kaz

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



# Kiwanis®

## BETHPAGE CENTRAL PARK

### Charter Members

Dominick Agnese  
Laura Leigh Agnese  
Christine Auer  
Debra A. Auer  
Joseph V. Belesi  
Dr. Scott Berg  
Teri Catapano Black  
James M. Boyd  
Dennis Brady  
Gary S. Bretton  
Maryanne D. Brown  
Matthew Brown  
Patty Donohue Brown  
Sean P. Brown  
Donna Marie Calvano  
Donna Collegari  
Frank Camerlengo  
Paula Carey  
Carole Ann Catapano  
Anthony Carmello  
Romy Carmello  
Bill Cimmielli  
Joseph R. Cimmielli Jr.  
Josephine Cittadino  
Terrence Clark  
Brad Cohen  
Alicia Cosentino  
John Cosmaros  
Marcyola Dannebaum  
Cari Dietrich  
Brian Feingold  
Alan Finchley  
James J. Foley  
Joanne Foley  
Mary Guaglian  
James Hudak  
Shane Kanover  
Joe Kenny  
Jerry Kohli  
Bob Krol  
Jeff Langulli  
Susan Lippman  
Edward P. Mangano  
Linda Mangano  
Robert Pearl  
Charles Razenson  
Vincent Riservato  
Margaret Romano  
John Sarcone  
Ellen Seimeca  
Joseph Smalarz  
Edward Rae  
Eileen Thompson  
Ann Foreman  
Al Trotter  
Frances Trotter  
Dr. Larian Valenti  
Rose Marie Walker  
Joseph Wing

March 20, 2023

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

Dear Deputy Commissioner Tassone,

I am writing to request your assistance with our annual Street Fair which will be held on Broadway between Powell Avenue and Nibbe Lane on Sunday, May 21, 2023. We have already requested and received approval from Nassau County to close the road from 6 a.m. through 6p.m.

We are requesting your assistance. We would like to have 10 barricades to assist us with traffic diversion during set up and breakdown of the fair. These barricades can be delivered behind BK Sweeney's on Friday, May 19th and can be picked up from that same location on Monday, May 22nd. In addition, we would greatly appreciate it if the Town could assist us by placing official "no parking" signs on the key streets, as you have done in the past.

Please feel free to contact me if you need additional information. I can be reached on my cell phone at 516-322-1819. Thank you, in advance, for your assistance.

Yours in Kiwanis Service,

*Joanne*

**Joanne Foley**  
**Event Chair**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2023

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

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

<b>PRODUCER</b> Hyland - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46280		<b>CONTACT NAME:</b> Lisa Christenson <b>PHONE (A/C No, Ext):</b> 317-817-5172 <b>FAX (A/C No):</b> 317-817-5161 <b>EMAIL ADDRESS:</b> khwaniscert@hyland.com	
<b>INSURED</b> Kwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lexington Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18437	

## COVERAGES

CERTIFICATE NUMBER: 1726264084

REVISION NUMBER:

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

TYPE OF INSURANCE	ADD'L SUBR. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<b>A</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	013136005	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOR AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
<b>A</b> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b> <b>Self-Insured Retention</b>		013136005	11/1/2022	11/1/2023	All Claims \$75,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

May 21, 2023 or any future date(s) during the policy term  
Kiwanis Street Vendor & Craft Fair  
Location: Broadway between Powell Ave & Nibbe Ln in Bethpage; Washington Ave & Bankert Streets  
Kiwanis Club of Bethpage-Central Park

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay  
54 Audrey Ave  
Oyster Bay NY 11771

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

Reviewed By

Office of Town Attorney

The ACORD name and logo are registered marks of ACORD

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## ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

#### COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

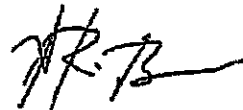
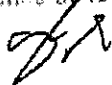
Reviewed By  
Office of Town Attorney

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

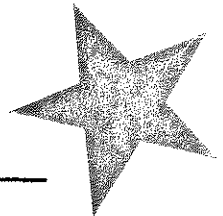
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Reviewed By  
Office of Town Attorney



Authorized Representative



**Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 8<sup>th</sup> day of April, 2023, by Bethpage Central Park Kwanis (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period May 21, 2023 through May 21, 2025

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

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

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

Name of Organization:

Bethpage Central Park Kwanis

Address of Organization:

PO Box 623  
Bethpage, NY 11714

By: Joanne Wiley  
Authorized Representative

Title: Event Coordinator

Telephone Number: 516-322-1819

Reviewed By  
Office of Town Attorney

*[Signature]*



Joseph G. Pinto  
Commissioner

Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4128 fax: (516) 797-4145  
[www.oysterbaytown.com](http://www.oysterbaytown.com)

Gregory J. Skupinsky  
Deputy Commissioner

Gregory M. Mangino  
Deputy Commissioner

DATE: March 14, 2023

Bethpage Central Park Kiwanis  
P.O. Box 623  
Bethpage, N.Y. 11714

**SHOWMOBILE PERMIT**

The request for your Showmobile has been approved as follows:

EVENT : Spring Street Fair

TIME : 10:00 am – 5:00 pm

EVENT DATE : Sunday May 21, 2023

LOCATION : Broadway and Powell Avenue, Bethpage (across Broadway at Powell Ave.)

ARRIVAL TIME : 6:00 am

DEPARTURE TIME: 6:00 pm

**SPECIAL NOTES: Contact Person: Joanne Foley @ 516-322-1819.**

A member of your staff must be on site at the arrival time of the Showmobile to assist in the placement and setup.

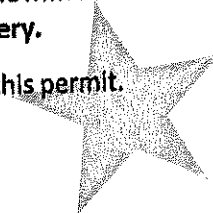
- Bands are not permitted to use the sound equipment on the Showmobile.
  - No banners, signs or any other items may be attached to the Showmobile.
- Please call Rob Schiff at 516-852-1263 with questions about delivery.

Please contact the undersigned if you have any questions concerning this permit.

Best wishes for a most successful event.

Sincerely,

Joseph G. Pinto  
COMMISSIONER



**DATE:** 4/20/23

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Bethpage Central Park Kiwanis Club Annual Festival

**PLEASE DELIVER TO:**

B.K. Sweenys - In the back  
356 Broadway  
Bethpage

**CONTACT:** Joanne Foley  
516-322-1819

**DATE OF EVENT:** May 21, 2023

**SNOW FENCE:**

**BARRICADES:** 10

**CONES:**

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 05/19/23



**PICKUP ON:** 05/22/23

**SWEEPING BEFORE AFFAIR IS NEEDED:**

	XX
YES	NO

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

RWL/kaz

  
RICHARD W. LENZ, P.E., COMMISSIONER  
③ DEPARTMENT OF PUBLIC WORKS 

CC: Peter Brown, General Foreman 002  
Brian Higgins., Area Foreman 023  
Dan Kornfeld  
Public Safety Division

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Kristen Bradley, Oyster Bay High School PTSA, requested the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, from 4:00 p.m. through 11:00 p.m., the posting of temporary "Road Closure" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the High School PTSA's "Taste of the Town" event on Thursday, May 25, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 24, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Division has no objection to providing the Oyster Bay High School PTSA with the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, from 4:00 p.m. through 11:00 p.m., the posting of temporary "Road Closure" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the PTSA's "Taste of the Town" event on Thursday, May 25, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works, Highway Division is hereby authorized to provide the Oyster Bay High School PTSA with the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, from 4:00 p.m. through 11:00 p.m., the posting of temporary "Road Closure" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the PTSA's "Taste of the Town" event on Thursday, May 25, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner, Highway Department, or his duly authorized designee.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains general liability insurance, in the amounts of \$1,000,000.00 for each occurrence, and \$2,000,000.00 in the general aggregate, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

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

## TOWN OF OYSTER BAY

304

## Inter-Departmental Memo

April 24, 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** OYSTER BAY HIGH SCHOOL PTSA "TASTE OF THE TOWN" EVENT  
THURSDAY, MAY 25<sup>TH</sup> 2023

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Enclosed please find letter from Kristen Bradley, requesting our assistance on behalf of Oyster Bay High School PTSA in hosting their "Taste of the Town" Event on Thursday, May 25<sup>th</sup> 2023.

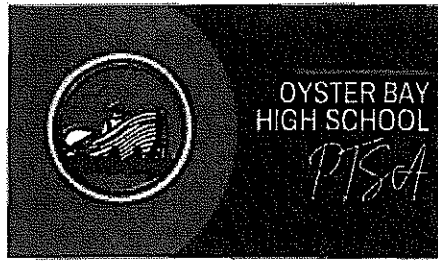
The Highway Division has no objection to the closure of Audrey Avenue in Oyster Bay, between Spring Street and South Street for the event. The Organization is requesting the posting of temporary 'Road Closure' signs on Railroad Audrey Avenue from 4:00 P.M. through 11:00 P.M. on the above mentioned date and will be pleased to provide fifteen (15) barricades and twenty (20) cones for the event as well.

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

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

 RWL/kaz

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



**Oyster Bay High School PTSA**  
**150 East Main Street, Oyster Bay, NY 11771**

---

Kim Zervos  
Town of Oyster Bay  
[kzervos@oysterbay-ny.gov](mailto:kzervos@oysterbay-ny.gov)

Ms. Zervos,

It was a pleasure speaking with you a couple of weeks ago regarding a PTSA event we are organizing.

The OBEN PTSA is requesting to close down Audrey Avenue (between Spring Street and South Street) to car traffic on Thursday, May 25th between the hours of 4pm - 11pm.

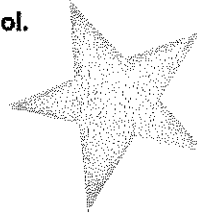
We are hosting the "Taste of the Town," an event that raises funds for grades seven through twelve at Oyster Bay High School.

I have also included a copy of our COI as requested.

Please let me know if you need any other information.

Thank you,

Kristen Bradley  
[krisbradlev76@gmail.com](mailto:krisbradlev76@gmail.com)  
347 886 8437





ASSOCIATION  
INSURANCE  
MANAGEMENT INC

MEMBER CERTIFICATE OF INSURANCE

3/24/23

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: NY1173305

**NAMED INSURED MEMBER:**

10-433 Oyster Bay High School PTSA  
Attn: Moriah Paredes or Current Officer  
150 E Main St  
Oyster Bay, NY 11771-2496

**Named Insured & Mailing Address**

Education Support Purchasing Group  
c/o AIM  
P.O. Box 674051  
Dallas TX, 75267-4051

**PRODUCER NAME**

AIM Association Insurance  
Management, Inc.  
PO Box 674051  
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Concert Specialty Insurance Company / General Liability with increased fire	GL2022AIM00718	7/1/22 - 7/1/23	\$ 0	Each Occurrence	\$2,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS	\$2,000,000
				Personal & Advertising Injury	\$2,000,000
				Damage To Rented Premises	\$500,000
Concert Specialty Insurance Company / Extended Medical Payments	GL2022AIM00718	7/1/22 - 7/1/23	\$ 0	Medical payments-any one person	\$5,000
Concert Specialty Insurance Company / Hired Non-Owned Endorsement	GL2022AIM00718	7/1/22 - 7/1/23	\$ 0	Hired Non-Owned Auto	\$1,000,000
Concert Specialty Insurance Company / Abuse & Molestation Endorsement	GL2022AIM00718	7/1/22 - 7/1/23	\$ 0	Abuse & Molestation	\$1,000,000
Concert Specialty Insurance Company / Professional Liability (Directors & Officers Liability)	DO2022AIM00601	7/1/22 - 7/1/23	\$ 0	Aggregate	\$1,000,000
		Retro-active Effective Date: 7/1/17			
Concert Specialty Insurance Company / Fidelity Bond (Crime)	CR2022AIM00504	7/1/22 - 7/1/23	\$ 250	Each Occurrence	\$50,000

Town of Oyster Bay. Highway Division is added as an additional insured to the General Liability policy only.

Event: OBHS PTSA Taste of the Town

Date/Time: May 25th 4pm-11pm

**Certificate Holder:**

Town of Oyster Bay. Highway Division  
150 Miller Place  
Syosset, NY 11791

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at [www.aim-companies.com](http://www.aim-companies.com)

AUTHORIZED REPRESENTATIVE

Reviewed By  
Office of Town Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CERTIFICATE CHANGES

Certificate Change Number:2

CERTIFICATE NUMBER GL2022AIM00718	CERTIFICATE CHANGES EFFECTIVE 3/24/2023	COMPANY Concert Specialty Insurance Company 1701 Golf Road, Suite 1-1110 Rolling Meadows, IL 60008
NAMED INSURED <u>10-433 Oyster Bay High School PTSA</u>		AUTHORIZED REPRESENTATIVE Elgin B. Allen, Jr.
COVERAGE PARTS AFFECTED  General Liability		
<p style="text-align: center;">CHANGES</p> <p>The attached Additional Insured Endorsement form CG 20 26 12 19, reflecting the below Additional Insured is attached to, and made part of the above certificate effective as of the date indicated above at 12:01 A.M., Standard Time.</p> <p>Town of Oyster Bay, Highway Division 150 Miller Place Syosset NY 11791</p>		



Authorized Representative Signature

Issue Date: 3/24/2023

Reviewed By  
Office of Town Attorney

CS IL 31 19 06 26

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with its permission.

Page 1 of 1

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Town of Oyster Bay. Highway Division 150 Miller Place Syosset, NY 11791
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

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

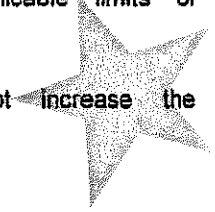
**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Reviewed By  
Office of Town Attorney

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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

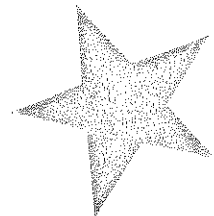
The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Reviewed By  
Office of Town Attorney

A handwritten signature in black ink, appearing to be 'JL' or similar, written over the printed text.

**Harmless Agreement for Use of Town Property and/or Equipment**

This Agreement is made this 14 day of March 2023, by OBHS PTSA (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 5/25/23 through 5/25/23.

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

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

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

Name of Organization:

OBHS PTSA

Address of Organization:

150 East Main Street

Oyster Bay NY 11771

By:

Jennifer L. Stewart  
Authorized Representative

Title: PTSA Co-President

Telephone Number: 347-886-8437

Reviewed By: \_\_\_\_\_  
Office of Town Attorney

[Signature]

WHEREAS, Gina Rodaligo, Host and Head Organizer, New York Solar Faire, 30 West Shore Drive, Massapequa, New York 11758, by undated letter, requested the closure of Municipal Parking Field M-10, Massapequa, the posting of temporary "No Parking" signs upon said Field, and the use of ten (10) complete barricades, and twenty-five (25) traffic cones, to conduct the "New York Solar Faire", from 12:00 p.m. until 4:00 p.m. on Sunday, June 25, 2023, with a rain date of Sunday, July 2, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 20, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department has no objection to providing New York Solar Faire with the closure of Municipal Parking Field M-10, Massapequa, the posting of temporary "No Parking" signs upon said Field, and the use of ten (10) complete barricades, and twenty-five (25) traffic cones, to conduct the "New York Solar Faire", from 12:00 p.m. until 4:00 p.m. on Sunday, June 25, 2023, with a rain date of Sunday, July 2, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide New York Solar Faire with the closure of Municipal Parking Field M-10 in Massapequa, the posting of temporary "No Parking" signs upon said Field, and the use of ten (10) complete barricades, and twenty-five (25) traffic cones, to conduct the "New York Solar Faire", from 12:00 p.m. until 4:00 p.m. on Sunday, June 25, 2023 with a rain date of Sunday, July 3, 2023, subject to the following terms and conditions:

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

Resolution No.305-2023

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

-#-

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

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

305

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 20, 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** NEW YORK SOLAR FAIRE EVENT  
JUNE 25<sup>TH</sup> 2023 (R/D JULY 2<sup>ND</sup> 2023)

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Enclosed please find a copy of the letter from Gina Rodaligo, of New York Solar Faire, requesting our assistance in conducting an event on Sunday, June 25<sup>th</sup> 2023 with a rain date of Sunday, July 2<sup>nd</sup> 2023.

The Highway Division has no objection to New York Solar Faire utilizing the Municipal Parking Field M-10 in Massapequa on Sunday, June 25<sup>th</sup> 2023 for their event from 12:00 pm until 4:00 pm and will post temporary "No Parking" signs for the above-mentioned date and times for the event. This includes their rain date as well if needed. The Highway Division will also provide ten (10) barricades and twenty five (25) cones for the event as well.

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



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

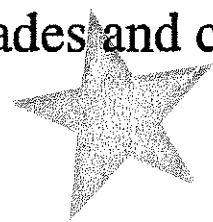
RWL/kz  
Attachments

CC: John C. Tassone, Chief Deputy Commissioner DPW  
Peter Brown, General Foreman 003  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Department of Public Safety  
Grace SantaMaria, Highway Administration

New York Solar Faire  
newyorksolarfaire@gmail.com



My name is Gina Rodaligo and I am the owner of New York Solar Faire. We are a small business faire that are trying to bring the local businesses of Long Island together. We hosted a faire on 11/6/22 in the Massapequa Train Station lot M-10 and people came from all over to shop local small businesses, get their faces painted, and enjoy a day filled with fun for the whole family. We got glowing reviews from many Massapequa residents. We would like to re-create this faire in the warmer months and are looking to use lot M-10 again June 25th, 2023 with a rain-date of July 2nd, 2023. This event will be held 12pm-4pm with vendors loading in at 9:30am and leaving before 6pm. The goal of our events are to bring attention to the wonderful small businesses around us and to spend time outdoors with family and friends. For the spring faire, we will have candle makers, face painters, and all of the other great small businesses that made the last faire so spectacular for everyone. We would like barricades and cones to assist us in no parking day of the event, please.



**Thank you,**

*Gina Rodaligo, New York Solar  
Faire*



GINAROD-01

CSCACCIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2023

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

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

PRODUCER  
Premier Risk, LLC  
142 Lakeview Ave  
Lynbrook, NY 11563

CONTACT Christina Scaccia

PHONE  
(A/C No, Ext): (516) 599-8484 119FAX  
(A/C No): (516) 599-8054E-MAIL  
ADDRESS: cscaccia@premierrisk.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

INSURED

Gina Rodaligo  
30 West Shore Drive  
Massapequa, NY 11758

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR ISO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	EV108805	6/25/2023	7/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NONOWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Eg accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is listed as an additional insured.

## CERTIFICATE HOLDER

Town Of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Reviewed By  
Office of Town Attorney

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Philadelphia Indemnity Insurance Company**  
**COMMON POLICY DECLARATIONS**

**Policy Number:**  
EV108805

**Named Insured and Mailing Address:**  
Gina Rotoligo  
30 WestShore Drive  
Massapequa, NY 11758

**Producer:**  
17366  
Premier Risk, LLC  
142 Lakeview Ave  
Lynbrook, NY 11563  
516-599-8484

**Policy Period From:** 06/25/2023 **To:** 07/03/2023

at 12:01 A.M. Standard Time at your  
mailing address shown above.

**Business Description:** Special Events

**Underwriter:** Cory Hunter 610-617-7685

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH  
YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM  
MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$225.00
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	

**Total: \$226.00**  
**\$1.00**

Total Includes Federal Terrorism Risk Insurance Act Coverage

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE**  
**Refer To Forms Schedule**

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPI- PIIC (06/14)

Secretary

Authorized Representative

Reviewed By  
Office of Town Attorney

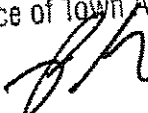
# Philadelphia Indemnity Insurance Company

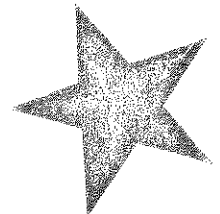
## Form Schedule - Policy

Policy Number: EV108805

**Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:**

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0023	0702	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0185	0808	New York Changes - Calculation of Premium
IL0268	0114	New York Changes - Cancellation and Nonrenewal

Reviewed By  
Office of Town Attorney  




POLICY NUMBER: EV108805

COMMERCIAL GENERAL LIABILITY  
CG 21 44 07 98

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

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE**

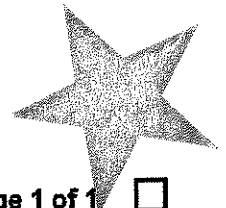
**Premises:** Massapequa Train Station Parking Lot, 510 Parkside Blvd, Massapequa, NY 11758

**Project:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.



# Philadelphia Indemnity Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: EV108805

Agent # 17366

See Supplemental Schedule

### LIMITS OF INSURANCE

\$ 3,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
\$ 0	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$ 1,000,000	Personal and Advertising Injury Limit
\$ 1,000,000	Each Occurrence Limit
\$ 300,000	Rented To You Limit
\$ 0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Individual

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE ATTACHED

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.						
Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$175.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

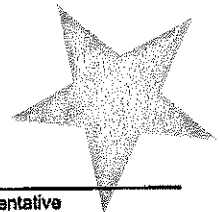
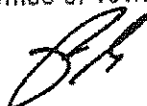
Retroactive Date: \_\_\_\_\_

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Reviewed By  
Office of Town Attorney



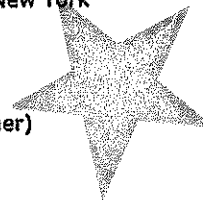
Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: EV108805

Forms and Endorsements applying to this Coverage Part are made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information - Violation of Law Exclusion
CG0104	1201	New York Changes - Premium Audit
CG0163	0711	New York Changes - Commercial General Liability Coverage Form
CG2101	1185	Exclusion-Athletic or Sports Participants
CG2104	1185	Exclusion-Products-Completed Operations Hazard
CG2109	0615	Exclusion-Unmanned Aircraft
CG2116	0798	Exclusion-Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion-Coverage C - Medical Payments
CG2144	0798	Limitation of Coverage to Designated Premises or Project
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion-Designated Ongoing Operations
CG2621	1091	New York Changes - Transfer of Duties When a Limit of Insurance is Used Up
CG3344	1205	New York Changes - Binding Arbitration
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	1005	Exclusion-Pyrotechnicians/Fireworks - New York
PIAS007	0404	Exclusion-Performer(s)
PIAS010	0404	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion-Miscellaneous Activities and Devices
PIAS014	1005	Earned Premium Endorsement (Fully Earned Premium)- New York
PIGL002	0894	Exclusion-Asbestos Liability
PISAM006	0117	Abuse or Neglect Exclusion
PISE008	0314	Changes in Other Insurance Condition
PISE009	0818	Special Events Date Change Coverage (Inclement Weather)



Reviewed By  
Office of Town Attorney

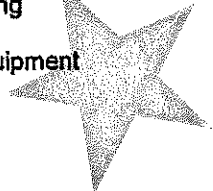
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS  
OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.
2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters



Reviewed By  
Office of Town Attorney

A handwritten signature, likely of the Town Attorney, written in dark ink.

Harmless Agreement for Use of Town Property and/or Equipment

New York Solar Faire

This Agreement is made this 7 day of March 2023, by Gina Rodaligo  
(hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a  
contract to provide certain services and products at various Town locations, as designated in the  
contract between the TOWN and the CONCESSIONAIRE for the contract period  
6/25/2023 through 7/21/2023.

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

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

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

Name of Organization:

New York Solar Faire

Address of Organization:

30 W Shore Drive

Massapequa, NY, 11758

By Gina Rodaligo  
Authorized Representative

Title: Head Organizer

Telephone Number: [REDACTED]

Reviewed By  
Office of Town Attorney



**DATE:** 4/14/2023

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** New York Solar Faire Event

**PLEASE DELIVER TO:**

Parking Field M-10  
R/D 07/02/2023  
Massapequa

**CONTACT:** Gina Rodaligo  
516-782-4388

**DATE OF EVENT:**

June 25<sup>th</sup> 2023

**SNOW FENCE:**

**BARRICADES:** 10

**CONES:** 25

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 06/23/23


**PICKUP ON:** 06/26/23

**SWEEPING BEFORE AFFAIR IS NEEDED:**

	XX
YES	NO

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

RWL/kaz

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

CC: Peter Brown, General Foreman 002  
Brian Higgins., Area Foreman 023  
Dan Kornfeld  
Public Safety Division

Meeting of May 9, 2023

Resolution No.306-2023

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

WHEREAS, pursuant to public notice, bids were duly solicited, and three (3) bids were received for Contract No. DP23-250, John J. Burns Park Majors Field & Practice Area Turf Replacement, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 24, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP23-250 were reviewed by Department of General Services, Division of Purchasing, and it was determined that The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, submitted the lowest responsible and responsive bid in the amount of \$452,645.00; and

WHEREAS, Russell Scott, P.E., Partner, N & P Engineering, Architecture and Land Surveying, PLLC, by letter dated April 20, 2023, recommended that Contract No. DP23-250 be awarded to The LandTek Group, Inc., in the amount of \$452,645.00; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that in accordance with Town policy, \$22,632.25 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$475,277.25; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of Russell Scott, P.E., that Contract No. DP23-250 be awarded to The LandTek Group, Inc. in the bid amount of \$452,645.00 and that \$22,632.25 be applied to the low bid amount for a total bid encumbrance of \$475,277.25; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the estimated construction time for completion of Contract No. DP23-250 is sixty (60) calendar days; and

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

WHEREAS, Commissioner Lenz, by said memoranda, further advised that funds are available for Contract No. DP23-250 in Account No. PKS-H-7197-20000-000-2302-001, Project ID# 2302PKSA-04,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and Contract No. DP23-250 is awarded to The LandTek Group, Inc., in the amount of \$452,645.00 and that \$22,632.25 be applied to the low bid amount for a total bid encumbrance of \$475,277.25, with funds to be drawn from Account No. PKS-H-7197-20000-000-2302-001, Project ID# 2302PKSA-04.

-#-

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

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

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

APRIL 24, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
JOHN J. BURNS PARK MAJORS FIELD & PRACTICE AREA TURF REPLACEMENT  
CONTRACT NO. DP23-250  
ACCOUNT NO. PKS H 7197 20000 000 2302 001  
PROJECT ID NO. 2302PKSA-04

---


On April 19, 2023, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. The Land Tek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, submitted the lowest responsive bid among three (3) in the amount of \$452,645.00.

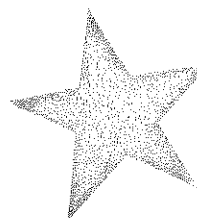
Attached is a letter dated April 20, 2023 from the office of N & P Engineering, Architecture and Land Surveying, PLLC recommending the award of this contract to The Land Tek Group, Inc. in the amount of \$452,645.00. In accordance with Town policy \$22,632.25 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$475,277.25.

The estimated construction time for completion of the subject contract is sixty (60) calendar days. Funds are available for the subject contract work in Account No. PKS H 7197 20000 000 2302 001, Project ID NO. 2302PKSA-04.

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

We concur with the recommendation of N & P Engineering, Architecture and Land Surveying, PLLC and request that Contract No. DP23-250 be awarded to The Land Tek Group, Inc. in the total bid amount of \$452,645.00 and that \$22,632.25 be applied to the low bid amount for a total bid encumbrance of \$475,277.25 and that the Office of the Comptroller be directed to issue an encumbrance order for this purpose.

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



RWL/MR/sb  
Attachments

cc: Steven Ballas, Comptroller  
Joseph Pinto, Commissioner/Parks  
Thomas Scalfano, Division of Engineering

DP23-250 DOCKET AWARD LTG



April 20, 2023

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791

Attention: Matthew Russo, PE

Re: Burns Park Majors Field & Practice Area Turf Replacement  
Bid No. PW 36-23 / DP 23-250  
Nelson & Pope No. 07030

Dear Mr. Russo:

On April 19, 2023 the Town of Oyster Bay opened bids for the above referenced Project. The Town received a total of three (3) bids for BID NO. PW 036-23. A brief summary is noted below, and a full analysis is attached.

Contractor	Base Bid
The Landtek Group, Inc.	\$452,645.00
Laser Industries, Inc.	\$737,845.00
Applied Landscape Technologies	\$748,480.00

The lowest bidder, The Landtek Group, Inc. has provided the Bid Bond, Disclosure Questionnaire, Apprenticeship Programs and other Town required documentation.

Based on our review it is Nelson + Pope's opinion that the contract for Bid No. PW 036-26 be awarded to **The Landtek Group, Inc.**

If you have any questions or require additional information, kindly contact this office.

Very truly yours,

Russell Scott, P.E.  
Partner

WHEREAS, by Resolution No. 248-2019, adopted on April 16, 2019, the Town Board authorized Lockwood, Kessler & Bartlett, Inc. to proceed with a preliminary design report, Contract No. H19-198-PH3, Highway and Drainage Improvements to the Southwood Circle Phase 3, Syosset, and develop a construction phasing plan and construction cost estimates; and

WHEREAS, Bart A. Marino, P.E., Chief Civil Engineer, Lockwood, Kessler & Bartlett, Inc., by letter dated April 20, 2023, and Richard W. Lenz, P.E., Commissioner, Department of Public Works by memorandum dated April 24, 2023, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc., to use Tristate Planning Engineering & Land Surveying, P.C. as sub-consultant, in relation to Contract No. H19-198-PH3, Highway and Drainage Improvements to the Southwood Circle Phase 3, Syosset, to prepare a topographic survey base map, design of curb and roadway grading, design of stormwater drainage improvements, estimating, and preparation of construction documents suitable for construction bidding; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested, that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in the amount of \$181,000.00, to pay for work to be done by Lockwood, Kessler & Bartlett, Inc., and/or its sub-consultant, Tristate Planning Engineering & Land Surveying, P.C., in connection with the aforesaid project; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and Lockwood, Kessler & Bartlett, Inc., is hereby authorized to use Tristate Planning Engineering & Land Surveying, P.C., as sub-consultant, to prepare a topographic survey base map, design of curb and roadway grading, design of stormwater drainage improvements, estimating, and preparation of construction documents suitable for construction bidding; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$181,000.00, to pay for work to be done by Lockwood, Kessler & Bartlett, Inc., and/or its sub-consultant, Tristate Planning Engineering & Land Surveying, P.C., in connection with the aforesaid project, and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H 5197 20000 000 2303 008, Project ID No. 2303 HWYDB-04, in the amount of \$181,00.00.00; and be it further

7/15  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY

Resolution No.307-2023

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

-#-

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

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

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

APRIL 24, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT : AWARD OF ENGINEERING SERVICES & USE OF SUB-CONSULTANT  
HIGHWAY & DRAINAGE IMPROVEMENTS  
TO THE SOUTHWOOD CIRCLE PHASE 3, SYOSSET  
CONTRACT NO. H19-198-PH3  
ACCOUNT NO. HWY H 5197 20000 000 2303 008  
PROJECT ID NO. 2303 HWYDB-04

---


Town Board Resolution No. 248-2019 dated April 16, 2019, authorized Lockwood, Kessler & Bartlett, Inc. to proceed with a preliminary design report for the Southwood Circle Area, located in Syosset, which would develop a construction phasing plan and construction cost estimates. At this time the Division of Engineering wishes to proceed with Phase 3 of this project.

The Department of Public Works has negotiated a fee of \$181,000.00 to proceed with Phase 3 of the work, as outlined in the attached letter from Lockwood, Kessler, & Bartlett, Inc., dated April 20, 2023. The firm of Lockwood, Kessler, & Bartlett, Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering. Further, the office of Lockwood, Kessler, & Bartlett, Inc., requests the use of Tristate Planning Engineering & Land Surveying, P.C. as a sub-consultant, for survey mapping services.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2303 008, Project ID # 2303 HWYDB-04.

The consultant's and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by resolution, Lockwood, Kessler, & Bartlett, Inc., to perform engineering services relative to Contract No. H19-198-PH3, Highway & Drainage Improvements to the Southwood Circle Area Phase 3, Syosset, and that the Office of the Comptroller issue an encumbrance order for this purpose, and that Tristate Planning Engineering & Land Surveying, P.C. be authorized as a sub-consultant.

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

RWL/MR/HAS/sb

Attachments

cc: Steven Ballas, Comptroller  
John C. Tassone, Chief Deputy Commissioner

H19-198-PH3 DOCKET CONSULTANT DESIGN FEE



ENGINEERING  
EXCELLENCE  
SINCE 1989

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

April 20, 2023  
LKB@ 2018-0112

Richard W. Lenz, PE, Commissioner  
Town of Oyster Bay Dept. of Public Works  
150 Miller Place  
Syosset, NY 11791

**Re: Highway Improvements to the Southwood Circle Area, Syosset  
Phase 3 Area - Final Design  
Contract No. H19-198PH3**

Dear Commissioner Lenz:

As requested, Lockwood Kessler & Bartlett, Inc. is eager to commence the design of the Phase 3 portion of the project area as defined in the November 2019 Preliminary Design Report.

We request supplementing the residual contract amount of this work by \$181,000.00 to enable us to perform the required design services. The final design work primarily includes preparing a topographic survey base map, design of curb and roadway grading, design of stormwater drainage improvements, estimating, and preparation of construction documents suitable for construction bidding.

We also request the Town's approval to retain the WBE firm of TSPE TriState 161-01 Horace Harding Expressway, Fresh Meadows, NY as our sub-consultant to perform the survey mapping services noted above.

It is our pleasure to continue to provide these engineering services to the Town of Oyster Bay. Should you have questions or comments on this request, please do not hesitate to contact me.

Very truly yours,  
Lockwood Kessler & Bartlett, Inc.

Bart A. Marino, PE  
Chief Civil Engineer



Meeting of April 16, 2019

Resolution No. 248-2019

Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposals was issued to eight (8) firms in accordance with the Town's procurement policy, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, New York 11791, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$365,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Bart A. Marino, P.E., of Lockwood, Kessler & Bartlett, Inc., by letter dated March 27, 2019, requested the use of Gayron deBruin Land Surveying & Engineering, P.C. as sub-consultant, for surveying services; and

WHEREAS, the requested services to be provided by Lockwood, Kessler & Bartlett, Inc., including the use of the above sub-consultant, are to be for a total amount not to exceed \$365,000.00, with funds for said payment available from Account No. HWY H 5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that Lockwood, Kessler & Bartlett, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and to use Gayron deBruin, Land Surveying & Engineering, P.C., as a sub-consultant for surveying services, in a total amount not to exceed \$365,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works

Meeting of May 9, 2023

Resolution No.308-2023

WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association ("Association"), by letter dated March 10, 2023, requested approval from the Town Board to accept the donation of all of the materials and labor necessary for the Association's proposal to clean and repaint sixteen (16) street lamps along Audrey Avenue, Oyster Bay, at a total proposed donation to the Town of \$5,200.00; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 24, 2023, requested that the Town Board accept the proposed donation from the Association of all materials and labor necessary for the Association's proposal to clean and repaint sixteen (16) street lamps along Audrey Avenue, Oyster Bay, at a total proposed donation value of \$5,200.00; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by said memorandum, further requested that the Town Board authorize the Town to enter into an Agreement with the Oyster Bay Main Street Association for the work to be performed, and that the Supervisor or his designee be authorized to execute said Agreement, as it will benefit the residents of the Town and will come at no monetary cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby accepts the proposed donation from the Association of all materials and labor necessary for the Association's proposal to clean and repaint sixteen (16) street lamps along Audrey Avenue, Oyster Bay, at a total proposed donation value of \$5,200.00; and be it further

RESOLVED, The Town Board authorizes the Town to enter into an Agreement with the Oyster Bay Main Street Association for the work to be performed, and that the Supervisor or his designee is authorized to execute said Agreement, as it will benefit the residents of the Town and will come at no monetary cost to the Town.

-#-

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

308

## Town of Oyster Bay Inter-Departmental Memo

To: Memorandum Docket  
From: Office of the Town Attorney  
Date: April 24, 2023  
Subject: Oyster Bay Main Street Association Donation

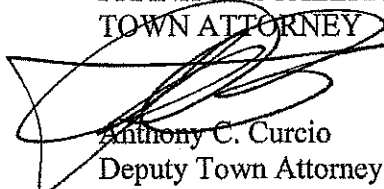
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Meredith Maus, Executive Director, Oyster Bay Main Street Association ("Association"), by letter dated March 10, 2023, requested approval from the Town Board to accept the donation of all of the materials and labor necessary for the Association's proposal to clean and repaint sixteen (16) street lamps along Audrey Avenue, Oyster Bay, at a total proposed donation value of \$5,200.00.

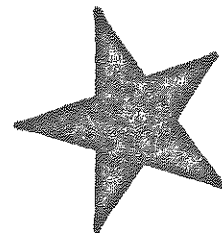
This Office recommends that the Town Board accept the proposed donation from the Association and recommends that the Town Board authorize the Town to enter into an Agreement with the Oyster Bay Main Street Association for the work to be performed, and that the Supervisor or his designee be authorized to execute said Agreement, as it will benefit the residents of the Town and will come at no monetary cost to the Town.

Kindly include this matter on the May 9, 2023 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Anthony C. Curcio  
Deputy Town Attorney

ACC  
Attachment



**Agreement**

This Agreement ("**Agreement**") made this \_\_ day of April, 2023, by and between the **OYSTER BAY MAIN STREET ASSOCIATION INC.**, a New York not-for-profit corporation with an address of P.O. Box 116, Oyster Bay, New York 11771 ("**Main Street**") and the **TOWN OF OYSTER BAY**, a New York municipal corporation with an address at 54 Audrey Avenue, Oyster Bay, New York 11771 (the "**Town**").

**WHEREAS**, Main Street, by letter dated March 10, 2023, requested approval from the Town of Oyster Bay Town Board ("**Town Board**") to donate materials and labor in order to clean and repaint street lamps installed in the General Business District in the Hamlet of Oyster Bay; and

**WHEREAS**, via said letter, after years of harsh winters, the street lamps have begun to show signs of wear and tear and require upkeep and beautification; and

**WHEREAS**, Main Street has proposed to repair sixteen (16) street lamps along Audrey Avenue during the Spring of 2023 over the course of five (5) days as set forth in "Exhibit A" attached hereto and incorporated herein; and

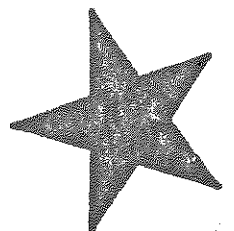
**WHEREAS**, via said letter, Main Street's proposed repairs to the sixteen (16) street lamps along Audrey Avenue include sanding, cleaning, priming, painting and coating all sixteen (16) street lamps, of which the value of the labor and materials is totaled at FIVE THOUSAND TWO HUNDRED and 00/100 (\$5,200.00) DOLLARS,

NOW, THEREFORE, in consideration of the promises and representations contained herein, it is mutually agreed by and between the parties hereto as follows:

The Town agrees to accept the donation of labor and materials from Main Street in the amount of FIVE THOUSAND TWO HUNDRED and 00/100 (\$5,200.00) DOLLARS in connection with the repair of sixteen (16) street lamps along Audrey Avenue.

In consideration of Main Street repairing sixteen (16) street lamps along Audrey Avenue, and to the maximum extent allowable by law, Main Street hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons and/or equipment used in connection with the abovementioned repairs. The undersigned further hereby releases the Town, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred due to the negligence of its officers, employees, servants, agents and enumerated volunteers, and agrees to reimburse the Town for any damages arising out of the abovementioned repairs. The undersigned agrees, to the maximum extent allowable by law, to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for negligence, loss and/or expense or suits for damage to persons or property, including its property, arising from the abovementioned repairs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Further, Main Street agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

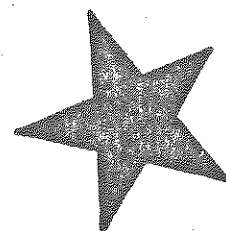
**IN WITNESS WHEREOF**, the parties have respectively executed and delivered this Agreement as of the date first written above.

**TOWN OF OYSTER BAY**

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

**OYSTER BAY MAIN STREET ASSOCIATION INC.**

\_\_\_\_\_  
By: Meredith Mans  
Title: Executive Director



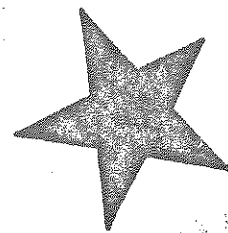
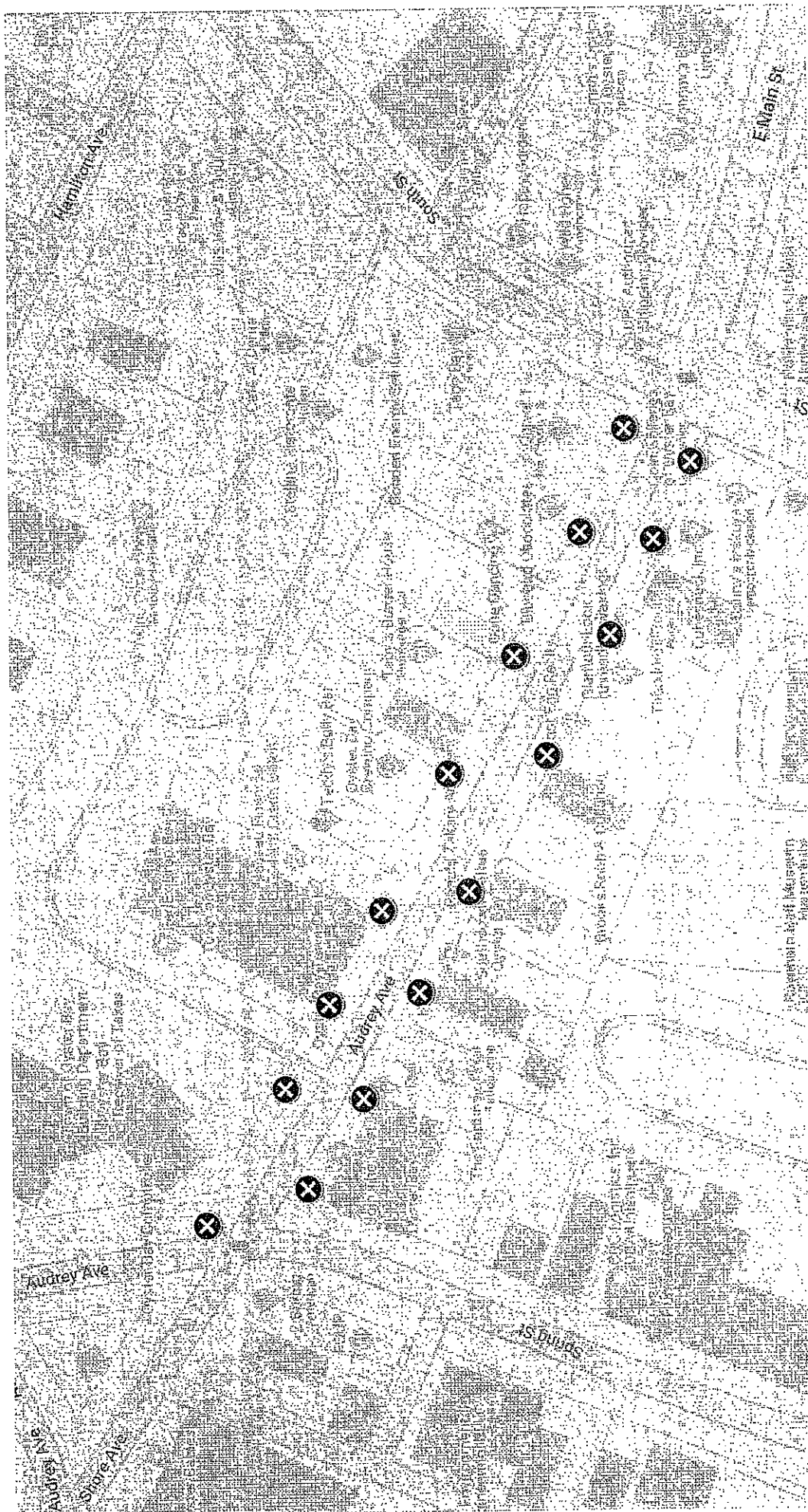
STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

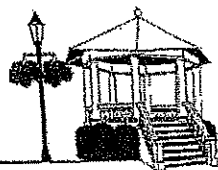
On the \_\_\_\_ day of May, in the year 2023, before me personally came Meredith Maus to me personally known, who, being by me duly sworn, did depose and say that she is the Executive Director of Oyster Bay Main Street Association Inc., the corporation described herein and which executed the above instrument and that she signed her name pursuant to the authority as the Executive Director of Oyster Bay Main Street Association Inc..

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of May, in the year 2023, before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority as the \_\_\_\_\_ of the Town of Oyster Bay.





# OYSTER BAY

## MAIN STREET ASSOCIATION

March 10, 2023

### Officers

#### *President*

Sandra Conderi Graham

#### *Vice-President*

John Bonifacio

#### *Treasurer*

Timothy DiPietro

#### *Secretary*

Diana Hauser

### Board of Directors

Janie Arty

Claude Bahnik

Henry C. Clark

Mario Gallo

Janine Lizza

Richard McKean

Diane Meltzer

Thomas Milana, Jr.

Alexis Pagano

Megan Pearson

### Advisory Board

Roger Bahnik

Robert Brusca

John Collins

Harriet Gerard Clark

Kimberly Dey

Denise Evans-Sheppard

Jenitt Gluck

Rep. Steve Israel

Billy Joel

Leg. Joshua Lafazan

Richard LaMarca

Hunt & Betsy Lawrence

Colleen McKean

Edward Mohlenhoff

Robert Santos

Ryan Schlott

Dr. Laura Seinfeld

William Sheeline

Dorrie Simons

John Specce

Claudia Taglich

Alex Urdea

Councilwoman Vicki Walsh

Supervisor Saladino

54 Audrey Avenue

Oyster Bay, NY 11771

Re: Sanding, Cleaning & Painting of Downtown Street Lamps – Oyster Bay, NY

Dear Supervisor Saladino,

The Oyster Bay Main Street Association would like to formally request approval from the Town of Oyster Bay Board to complete and donate all of the materials and labor for our proposal to clean and repaint the street lamps that were initially installed in the General Business District of the Hamlet of Oyster Bay some twenty years ago.


After years of harsh winters, the street lamps are beginning to peel at the base and show signs of general wear. With all the efforts the Town of Oyster Bay has undertaken over the past few months to upgrade the lighting and install new street lamps on South Street, we want to do our part to make sure our existing street lamps look as beautiful as the new.

We are proposing to start with the sixteen street lamps along Audrey Avenue this spring. I have attached here a map highlighting the specific street lamp locations, as well as a proposal for the work to be donated. We expect the entire project to take four to five days and have requested measures be taken to complete the work early in the morning to minimize any impact on downtown business hours. Auferio has stated that they are able to complete the proposed work without requiring that the sidewalk or the roadway be shut down. They will also provide all the necessary cones and barriers needed to complete the project safely.

Based off of the proposal, OBMSA would spend \$325 per pole to have it sanded, cleaned, primed, painted and coated. With sixteen street lamps, the total proposed donation to the Town of Oyster Bay would be \$5,200.

I welcome the opportunity to discuss this proposal at your convenience and would be happy to provide any additional information pertaining to this donation upon request. Assuming this donation is acceptable and that the project is successfully completed, we plan to make future donation requests that will cover the remainder of street lamps in the Hamlet. We thank you for your consideration.

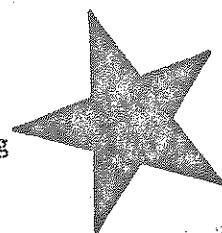
Sincerely,

  
Meredith Maus  
Executive Director

### Staff

#### *Executive Director*

Meredith Maus



Sheet1

Sheet2

Sheet3

Sheet4

Sheet5

Sheet6

# *Aufiero Painting Ind.*

150 Broadhollow Rd Melville Ny 11747 Suite 219  
(631)271-5858 FAX (631)271-5860

## PROJECT:

## *Light Poles*

Oysterbay Main Street Association  
123 South Main Street, Suite 209  
Oysterbay NY 11771

Tel: (516) 946-1808

Email: [mario.gallo@forestironworks.com](mailto:mario.gallo@forestironworks.com)

## BID BY THOMAS AUFIERO

## SCOPE:

We hereby propose to supply all labor, materials and supervision to paint:

84 Light Poles:

All light poles and the light itself will be sanded and cleaned.

We will try to remove old stickers as best we can.

We apply one coat of primer and one coat of finish to all lights

All paint will be Benjamin Moore.

Price includes all paints, ladders, scaffoldings and or lifts needed to do the job.

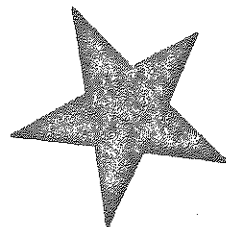
Aufiero Painting can do a mock up and paint one light so you can approve the color and finish.

Price: \$325.00 per light

## SIGNED

\_\_\_\_\_  
Thomas Aufiero

\_\_\_\_\_  
Mario Gallo



Meeting of May 9, 2023

Resolution No.309-2023

WHEREAS, by Resolution No. 336-2019, adopted on May 21, 2019, the Town Board approved a list of appraisal firms, including RPR Appraisal Real Estate Solutions USA, Inc., to be utilized for appraisal assignments as needed; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 25, 2023, requested that RPR Appraisal Real Estate Solutions USA, Inc., 35 Summit Street, Suite 101, Oyster Bay, New York 11771, be authorized to perform an appraisal of 2 Walnut, Glen Head, NY 11545, Section 20, Block 60, Lot 53, for a fee not to exceed \$1,100.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and RPR Appraisal Real Estate Solutions USA, Inc. is hereby authorized to perform an appraisal of the property set forth hereinabove, for a fee not to exceed \$1,100.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTA A 1420 44800 000 0000; and be it further

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

-#-

2023  
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

309

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

**TO** : MEMORANDUM DOCKET  
**FROM** : OFFICE OF THE TOWN ATTORNEY  
**DATE** : April 25, 2023  
**SUBJECT**: Market Value Appraisal  
2 Walnut, Glen Head, NY 11545 - Section 20, Block 60, Lot 53

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The Town Board, by Resolution No. 336-2019, adopted on May 21, 2019, approved a list of appraisal firms, including RPR Appraisal Real Estate Solutions USA, Inc., to be utilized for appraisal assignments as needed.

Town Board authorization is requested to engage the services of RPR Appraisal Real Estate Solutions USA, Inc., 35 Summit Street, Suite 101, Oyster Bay, New York 11771, to prepare an appraisal of the above referenced property for a total fee not to exceed \$1,100.00.

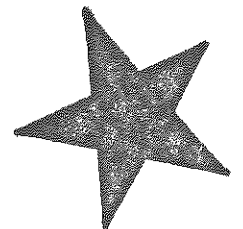
Funds for payment shall be drawn from Account No. OTA A 1420 44800 000 0000. Submitted herewith is the Resolution for the foregoing request, as well as the proposal submitted by RPR Appraisal Real Estate Solutions USA, Inc.

Kindly place this matter on the May 9, 2023 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Anthony C. Curcio  
Deputy Town Attorney

ACC:ba  
Attachment



Meeting of May 21, 2019

Resolution No. 336-2019

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated May 8, 2019, have advised that the Office of the Town Attorney solicited proposals for real estate appraisal services pursuant to a request for proposals; and

WHEREAS, the request for proposals was issued directly to five (5) firms having experience in the appraisal field and was also posted to the Town website, which resulted in the receipt of six (6) responses prior to the deadline for proposals; and

WHEREAS, following a review of the responses in accordance with all of the terms of the Town's Procurement Policy, the Office of the Town Attorney recommended that the Town Board of the Town of Oyster Bay (the "Town Board") authorize the Supervisor, or his designee, to execute agreements with the following appraisal firms:

Wilson Appraisal Services, Inc.  
223 Shorewood Drive  
Great Neck, New York 11021

John S. Goess Realty Appraisal, Inc.  
28 Donna Place  
East Islip, New York 11730

Breslin Appraisal Co., Inc.  
44 Elm Street, Suite 3  
Huntington, New York 11743

Real Estate Solutions USA, Inc.  
35 Summit Street, Suite 101  
Oyster Bay, New York 11771

Lynch Appraisal, Ltd.  
15 Dewey Street  
Huntington, New York 11743

Michael Haberman Associates, Inc.  
125 Front Street  
Mineola, New York 11501

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute agreements with the aforementioned real estate appraisal firms, and be it further

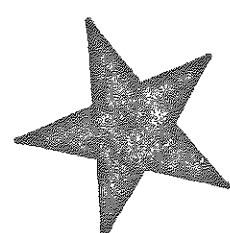
RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment in accordance with the rate sheets provided by each firm, in a total amount not to exceed \$25,000.00, for expenses incurred in connection with the appraisal services to be rendered under the terms of the RFP, with funds to be drawn from Account No. OTA A 1420 44110.000 0000, upon submission of a duly certified claim, after audit.

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

Supervisor Saladino	Aye
Councilman Muscarella	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor  
Town Attorney  
Comptroller



**RON PARADISO, MRICS, SRA**  
**NYS CERTIFIED GENERAL REAL ESTATE APPRAISER**  
**RPR APPRAISAL REAL ESTATE SOLUTIONS USA, INC.**

Real Estate Appraisers & Consultants  
35 Summit Street, Suite 101, Oyster Bay, NY, 11771  
Phone 917 691-9966, Email [RON@RPRAPPRAISAL.COM](mailto:RON@RPRAPPRAISAL.COM)

April 24, 2023

J. Timothy Surlis  
Office of the Town Attorney  
Town of Oyster Bay  
54 Audrey Avenue, Second Floor  
Oyster Bay, NY 11771  
516-624-6153  
[jsurlis@oysterbay-ny.gov](mailto:jsurlis@oysterbay-ny.gov)

**Re: Vacant Land, 2 Walnut Glen Head, (Section 20, Block 60, Lot 53)**

In accordance with your request, on behalf of the Town of Oyster Bay, New York, I am prepared to provide a fair market value appraisal on the above referenced property.

The purpose of the appraisal is to estimate the fair market value of the property for potential purchase.

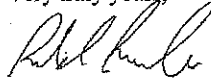
**Fee:** \$1,100

**Timing:** The appraisal will be completed within two-weeks from authorization to proceed.

I look forward to assisting you with this assignment. If you have any questions, please do not hesitate to email or call.

If this arrangement meets with your approval, please so indicate by countersigning this letter in the space provided below and emailing a signed copy.

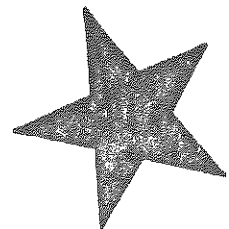
Very truly yours,



Ronald Paradiso, MRICS, SRA  
President  
Real Estate Solutions USA Inc.  
917-691-9966  
[ron@rprappraisal.com](mailto:ron@rprappraisal.com)

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J. Timothy Surlis  
Authorization to Proceed



**Ronald Paradiso, MRICS, SRA**  
**New York State General Certified Real Estate Appraiser**

Ron Paradiso is a New York State Certified General Real Estate Appraiser and Member of the Royal Institution of Chartered Surveyors, the Appraisal Institute, the Long Island Board of Realtors, and the Nation Association of Realtors, and a Licensed Real Estate Salesman.

In September 2019, Mr. Paradiso received a Business & Finance® Award from the Long Island Business News, in recognition as one of Long Islands "Best Appraiser" for 2019.

Approved by the New York State Unified Court system, I have testified in Nassau, Queens and Brooklyn County District Court and State Supreme Court, and used as an expert for arbitration, dispute resolution, and estate tax assessment.

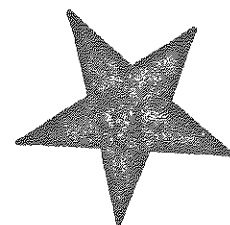
I have appraised all types of residential and commercial real estate which include: the valuation of single-family homes, vacant land, multi-family apartment buildings, office, hotel and retail shopping centers, proposed developments, industrial buildings, cooperatives, easements, parking garages, lease analysis, air rights, and investment properties.

I have completed appraisal assignments for litigation, condemnation, right-of-way, estate planning, and tax certiorari purposes and used as a consultant by governmental agencies including Federal, State, City, Townships and Village departments.

I have appraised investment real estate trusts for purchase and exchange purposes and have valued partial ownership interests for estate tax planning.

Over the past thirty years, I have appraised and consulted on thousands of residential, commercial and industrial property throughout the United States.

I have completed the requirements of the continuing education program required by New York State, the Appraisal Institute, Royal Institute of Chartered Surveyors and the Uniform Standards of Professional Appraisal Practice (USPAP), required by the Appraisal Foundation.



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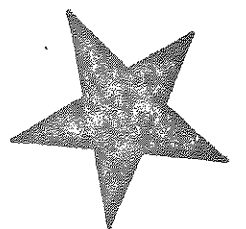
# WALNUT STREET

GLEENHEAD, NEW YORK 11545

PRIME COMMERCIAL DEVELOPMENT SITE  
+ 13,500 SQ. FT. SHOVEL READY NEAR GLEEN HEAD L.I.R.R.

GUSHMAN &  
WAKEFIELD

TEAM SARAH



# EXECUTIVE SUMMARY

2 WALNUT STREET

GLEN HEAD, NEW YORK 11545

ASKING PRICE: \$799,000

Cushman & Wakefield is pleased to present for sale 2 Walnut Street in Glen Head, NY. The subject property is a 7,135.01 SF development site located in a General Business Zone. Ownership is in the process of securing plans to build a 2-story structure with cellar and on-site parking for 14 vehicles. The property is well positioned directly off of Glen Cove Avenue, benefits from high visibility, and provides excellent parking on one of the most prestigious locations of Long Island. Conveniently located walking distance to the Glen Head LIRR Train Station, the property makes for a tremendous owner/lessee opportunity.

## PROPERTY HIGHLIGHTS

- Proposed plans to build a 2-story office building with cellar
- Located within Oyster Bay Township and the Hamlet of Glen Head
- Great neighboring tenants, such as First National Bank of Long Island, Glen Head Lower Shop, Dunkin' and More
- Adjacent to town of Oyster Bay Municipal parking lot
- Located near the Signalized Intersection of Glenwood Rd & Glen Cove Ave

RECONSTRUCTION PERMITTING MEMORANDUM (RMPM)



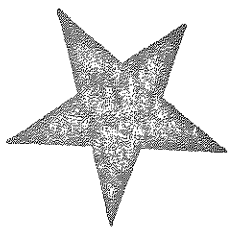
CUSHMAN & WAKEFIELD

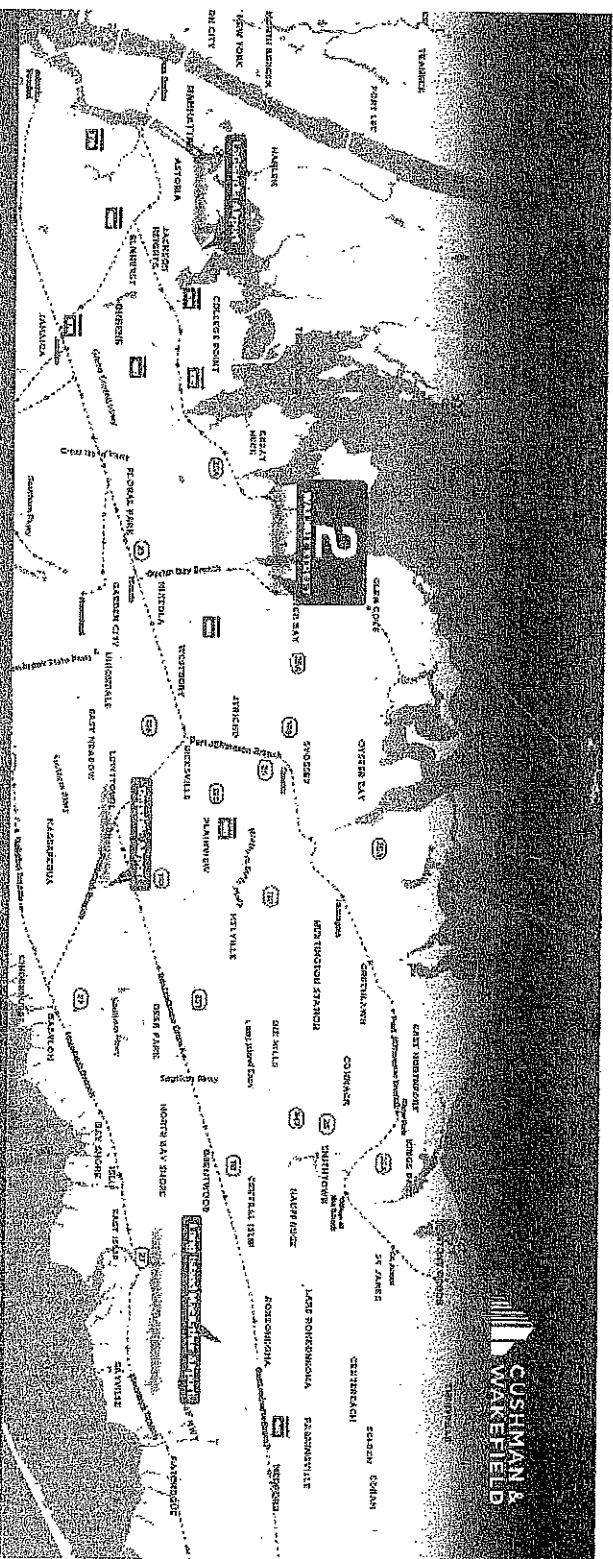
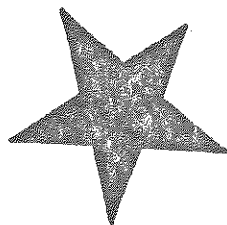
SUBJECT PROPERTY

Long Island North Branch

## PROPERTY INFORMATION

PARCEL ID:	201-600-003
LOT SIZE:	10.25183
LOT SF:	103,015.1
LOT ACREAGE:	2.36
ZONING:	GENERAL BUSINESS
BUILDING CLASS:	COMM. VACAT. BLDG.
TRAFFIC VOLUME:	105,000 VEH/1
RETAILED:	52,000





## LOCATION & DEMOGRAPHICS

**2 WALNUT STREET** is located in the highly affluent Nassau County Long Island. The property offers excellent highway and mass transit access along with proximity to higher education, universities, colleges and significant retail and dining amenities.

Norway clearly is among the most affluent countries in the country with an average family household income of \$16,723 per year. The high level of income is reflected in the low unemployment rate of 4.0%.

The ceiling, however, might be called an effective labor force with 49, receiving a further 1 degree of inequality.

Long-term residents point to one of the highest concentrations of top-rated golf courses and country clubs in the nation, providing a multitude of entertainment options to local residents, visitors, families and long-stay corporate executives.

perspective, instead of a state-of-the-art survey of the literature, this book provides a critical analysis of the research that has been conducted in the field of transportation planning and policy. The book is organized into four main sections: (1) Introduction, (2) Transportation Planning and Policy, (3) Transportation Planning and Policy, and (4) Transportation Planning and Policy. The book is written for a wide audience of transportation planners, policy makers, and researchers. It is also a valuable resource for students and scholars in the field of transportation planning and policy.

2022 STATUS PROXIMITY TO SITE			
	MI	MI +	MI + 5
Population	2,740	3,865	10,311
Households	985	1,470	4,092
Average Household Income	\$48,851	\$39,753	\$44,721
Median Home Value	\$219,462	\$146,210	\$274,826
Unemployed	16.8%	22.7%	20.1%
Eschewed Degree of Higher	10%	15%	15%

WHEREAS, by Resolution No. 194-2023, adopted March 21, 2023, the Town Board authorized and established the fees for the Harry Tappen/Theodore Roosevelt Marina Spring, Summer and Fall fee schedule for the 2023 season; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 27, 2023, requested that the Town Board amend Resolution No. 194-2023, adopted on March 21, 2023, to include scull rack rentals at Centre Island Beach. The fees, rules and regulations, contained in Resolution No. 194-2023, shall remain unchanged with the following exception:

Seasonal Rental of Scull Racks:

Fees:

Residents-\$300

Non-resident-Residents only

Terms and Conditions:

The season shall begin April 1, 2023 and end on December 31, 2023. Any vessel remaining in a rack after December 31, 2023, will be charged a penalty of \$50 per day. Rentals will be limited to one vessel per rack. Upon assignment of rack rental, which is for the rentee's exclusive use, said rack rental shall not be transferable to another person or vessel. Vessels must be secured in their assigned rack and not pose a danger to any passerby. Rentee's are responsible for providing their locks or locking devices. The Town reserves the right to cut any lock or locking device and remove any vessel at the expense of the rentee, under any condition it deems necessary,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Resolution No. 194-2023 is hereby amended to include the Seasonal Rental of Scull Racks at Centre Island Beach for the 2023 Harry Tappen/Theodore Roosevelt Marina Spring, Summer and Fall Fee Schedule for residents as detailed above, with all other fees, regulations and conditions as established in Resolution No. 194-2023 to remain unchanged unless amended or modified by the Town Board.

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: APRIL 27, 2023

SUBJECT: AMENDMENT TO RESOLUTION NO. 194-2023 - 2023 HARRY TAPPEN /  
THEODORE ROOSEVELT MARINAS SPRING, SUMMER & FALL FEE SCHEDULE

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The Department of Parks requests Town Board authorization to amend the 2023 Harry Tappen/Theodore Roosevelt Marina Spring, Summer, and Fall fee schedule, resolution No. 194-2023 attached, to include sculls rack rentals at Centre Island Beach. The fees, rules, and regulations shall remain unchanged with the following exception:

**Seasonal Rental of Scull Racks:**

**Fees**

Residents - \$300.00

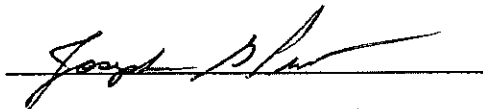
Non-resident – Residents only

**Terms and Conditions**

The season shall begin on April 1, 2023, and end on December 31, 2023. Any vessel remaining in a rack after December 31, 2023, will be charged a penalty fee of \$50 per day.

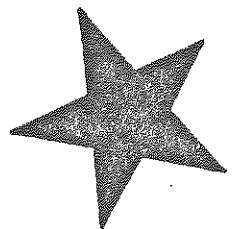
Scull rack rentals will be available at Centre Island Beach, rentals will be limited to one vessel per rack. Upon assignment of rack rental, which is for the licensee's exclusive use, said rack rental shall not be transferable to another person or vessel.

Vessels must be secured in their assigned rack and not pose a danger to any passersby. Lessees are responsible for providing their locks or locking devices. The Town reserves the right to cut any lock or locking device and remove any vessel at the expense of the lessees, under any condition it deems necessary.



JOSEPH G. PINTO, COMMISSIONER  
PARKS DEPARTMENT

JGP/db  
Att.



Meeting of March 21, 2023

Resolution No.194-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 24, 2023, requested Town Board authorization to implement the attached 2023 Harry Tappen/Theodore Roosevelt Marinas Spring, Summer and Fall fee schedule for the 2023 season,

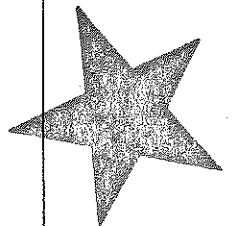
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to implement the attached 2023 Harry Tappen/Theodore Roosevelt Marinas Spring, Summer and Fall fee schedule for the 2023 season.

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7/15  
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	Absent
Councilman Imbroto	Aye
Councilman Iland	Aye
Councilman Labriola	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: FEBRUARY 24, 2023  
SUBJECT: 2023 HARRY TAPPEN / THEODORE ROOSEVELT MARINAS  
SPRING, SUMMER & FALL FEE SCHEDULE

It is requested that Town Board approval be given to implement the attached Harry Tappen/Theodore Roosevelt Marinas Spring, Summer, and Fall fee schedule for the 2023 season.

The fees, rules and regulations shall remain unchanged with the following exceptions:

**Fees**

**Theodore Roosevelt Marina**

- Residents 20' and up - Slip fees decrease from \$110.00 per foot to \$100 per foot

**Tappen Marina**

- Residents - 14' to 17' - decrease from \$60.00 per foot to \$55.00 per foot
- Residents - 18' to 24' - decrease from \$80.00 per foot to \$65.00 per foot
- Residents - 25' and up - decrease from \$90.00 per foot to \$80.00 per foot

**Terms and Conditions**

- Updated terms and conditions are contained within pages 3 through 5.

The fees, rules and regulations shall remain unchanged and shall be in effect up to and until they are amended or modified by the Town Board upon recommendation by the Commissioner of Parks.

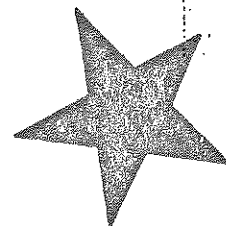
  
JOSEPH G. PINTO, COMMISSIONER  
PARKS DEPARTMENT

JGP:db

Att.

cc: Town Attorney

Gino Lunghi, Parks Accounting



HARRY TAPPEN/THEODORE ROOSEVELT MARINAS  
SPRING, SUMMER AND FALL FEE SCHEDULE - 2023

**Seasonal Marina Fees:**

**Roosevelt Marina**

Resident - 20' and up - includes electric - \$100.00 per foot

**Tappen Marina**

Resident - 14' to 17' - includes electric - \$55.00 per foot

Resident - 18' to 24' - includes electric - \$65.00 per foot

Resident - 25' and up - includes electric - \$80.00 per foot

**Prorate fee:**

Persons who are contacted by the Beach Division office on or after July 17, 2023, for slip availability will be eligible for a prorated fee. The fee schedule will be as follows:

July 17 - August 16	20%
August 17 - September 16	40%
September 17 - October 16	60%
October 17 - November 17	80%

**Senior Citizen Discount:**

Persons who were born on or before November 14, 1963 are entitled to a discount of 10% on their marina fees based upon the submission of the following documentation during the application process:

- Valid NYS Driver's License with residency in the Town of Oyster Bay
- Copy of a current year Town of Oyster Bay Tax Bill and one utility bill; renters may submit a notarized lease agreement and two utility bills

The Department of Parks will reserve two boats slips at Harry Tappen Marina and one slip at Theodore Roosevelt Memorial Marina for use by the Nassau County Police Marine Bureau at no charge.

**Transient Fee (*Tappen Marina only*):**

**1) Weekly**

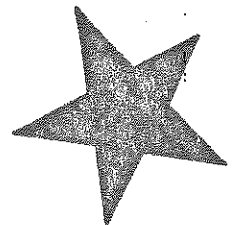
Resident	20 foot and under - \$85.00 per week
	Over 20 foot - \$150.00 per week
Non-resident	20 foot and under - \$150.00 per week
	Over 20 foot - \$200.00 per week

- a) Minimum payment is for a seven (7) day period.
- b) Weekly transient fee is valid from June 1, 2023 until November 12, 2023. Maximum length of stay is any combination of four (4) weeks.
- c) Vessels must vacate the marina by 8 a.m. on the day after their authorization has expired.
- d) All payments must be made at Town Hall South.
- e) The Parks Department reserves the right to have any transient vessel vacate the marina after a seven (7) day stay.

**2) Daily**

Resident and Non-Resident - \$20.00

- a) This rate will be applied to all boats from sunup to sundown or any portion thereof.
- b) This fee will be applied from April 10, 2023 to November 12, 2023



HARRY TAPPEN/ THEODORE ROOSEVELT MARINAS  
TERMS AND CONDITIONS

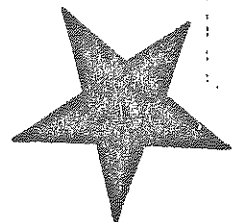
- 1) All vessels and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats or equipment. Permission to dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All vessel and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities and shall provide a copy of such policy and expiration date to the Beaches Division upon request.
- 2) Tenants are prohibited from attaching any device or hardware to any dock, pole or stanchion.
- 3) The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to their property while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to their property.
- 4) Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip shall not be transferable to another person or to another vessel.
- 5) The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to boating equipment or vessels docked at Town marinas.
- 6) De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
- 7) Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beaches Division.
- 8) A tenant that wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
  - a) The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
  - b) The tenant has ownership of the new vessel and they remain the primary owner.
- 9) A tenant may not:
  - a) Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
  - b) Trade up or down in vessel size that takes them out of their category
  - c) Transfer ownership to other persons (full or part) and maintain current slip
- 10) Tenants are required to have a copy of their current and valid New York State Registration, NYS Certificate of Title or Coast Guard Documentation on file at all times

HARRY TAPPEN/ THEODORE ROOSEVELT MARINAS  
TERMS AND CONDITIONS CONTINUED

- 11) All vessels occupying a Town Marina must possess a valid New York State Registration. United States Coast Guard documentation cannot be used in place of a New York State vessel registration. Temporary registrations will not be accepted.
- 12) All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his or her discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
- 13) In the event of an emergency or repairs, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager.
- 14) The Tenant shall notify the Beaches Division of all work to be done on the Tenant's Vessel and shall provide the Marina with the names of the individuals ("Contractors") prior to commencing any work on said Vessel and proof insurance coverage shall be provided to the Marina prior to commencing the work.
- 15) All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted. Failure to do so will result in the revocation of the tenant's assigned slip.
- 16) Bills must be paid on or before their due date, failure to do so will result in a daily \$50 penalty fee. Any late charges and legal fees incurred in collecting any sums due will be added to the balance due.
- 17) The boat slip licensees are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone.
- 18) All requests for refunds must be made in writing and mailed or emailed to the Parks Department's main office.
- 19) Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
- 20) All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.
- 21) Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned. No refunds of fees upon revocation of assigned slip.
- 22) Cleaning of fish should be done on the Vessel or at home, not on the docks. The disposal of fish waste on the marina dock in or around a slip is prohibited and will be considered littering. Any person(s) committing an offense shall be guilty of a violation and punishable by a fine.
- 23) Docks and walkways are to be kept clear. Items stored near a Vessel's slip are required to be in marine certified dock boxes that do not impede access. Vessel owners should store covers in their dock boxes or on board. Boaters may not store dinghies, supplies, debris, or other materials.
- 24) Scraping, painting, and sanding of vessels is strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.

HARRY TAPPEN/ THEODORE ROOSEVELT MARINAS  
TERMS AND CONDITIONS CONTINUED

- 25) In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is necessary to prevent the vessel from sinking and to ensure the safety of the marina.
- 26) The use of electric power is not permitted aboard the vessel unless the owner is aboard.
- 27) All boats equipped with burglar systems are required to leave a key with the facility manager.
- 28) Use of an electric heater in an unattended boat is prohibited.
- 29) The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.
- 30) All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
- 31) Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned. No refunds of fees upon revocation of assigned slip.
- 32) All Town of Oyster Bay Ordinances are to be observed, with a concentration on the following:
  - 168-5 - Any persons using a Town Facility shall conduct themselves in an orderly manner and shall endeavor to cause no discomfort or inconvenience to any other person or patron.
  - 168-12 - Swimming is prohibited in the Marina.
  - 168-17 - Open fires and barbecuing on vessels or docks is prohibited. Barbecuing permitted in designated areas only. No fuel except for charcoal or Sterno (gel chafing fuel) may be used.
  - 168-19 - Absolutely no animals of any kind are permitted in any Town of Oyster Bay Park, beach, or boating facility.
  - 168-27.1 - Any person committing an offense prohibited by a Town of Oyster Bay Ordinance OR these rules and regulations shall be subject to a fine of not less than \$250.00 and/or loss of all present and future boat basin privileges. Summonses will be issued to vessel owners who have not paid the required fee.
  - 241-38 - Discharge of materials which may endanger lives or property or the quality of water or the quality of aquaculture or the quality of the environment shall be prohibited. The discharge, in any quantity, of any oil, gasoline, paint, solvent, paint thinner, lubricant, hydrocarbon materials, untreated sewage, litter, pollutants, or any similar type of materials in the waters of the Town of Oyster Bay is prohibited. Violation of either one of these ordinances shall be a misdemeanor and the violator subject to severe fines and loss of all rights to use the boat basin.
  - 241-43 - No motor vessel shall be attached to any mooring, pier, float, or dock or operated in waters of the Town of Oyster Bay except if it has a current registration issued by the State of New York, unless its stay is under seventy-two (72) hours.



## DINGHY/ KAYAK RACK OPERATIONS AND FEE SCHEDULE

### **Seasonal Rental of Dinghy/ Kayak Racks:**

The season shall begin on April 1, 2023 and end on December 31, 2023.

Residents - \$200.00

Non-resident - \$300.00

Limit one vessel per rack except for kayaks, limit two kayaks per rack.

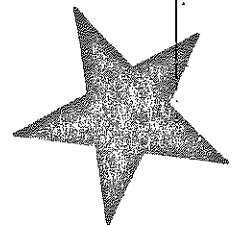
Upon assignment of rack rental, which is for the exclusive use of the licensee, said rack rental shall not be transferable to another person or to another vessel.

Any vessel remaining in a rack after December 31, 2023, will be charged a penalty fee of \$50 per day.

Vessels must be secured in their assigned rack and not pose danger to any passersby. Lessees are responsible for providing their own locks or locking device.

The Town reserves the right to cut any lock or locking device and remove any vessel at the expense of the lessees, under any condition it deems necessary.

The Commissioner of Parks reserves the right to amend the above for the benefit of operations.



Meeting of May 9, 2023

Resolution No.311-2023

WHEREAS, by Resolution No. 186-2023, adopted on March 7, 2023, the Town Board authorized the Office of the Town Attorney to secure Inland Marine Hull & Machinery Insurance Coverage from Intact Insurance Group, USA (through its subsidiary, Atlantic Specialty Insurance Company), and from Insurance Broker, Salerno Brokerage Corp., 117 Oak Drive Syosset New for the period commencing on March 1, 2023 through March 1, 2024, *nunc pro tunc*, in an amount not to exceed \$20,804.00, to provide coverage for the Town fleet of aquatic harvesters and barges; and

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*[Signature]*

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated April 25, 2023, advised that changes to the Town's fleet resulted in an increased premium, and requested that the Town Board amend Resolution No. 186-2023, so as to increase the amount of the premium authorized under said Resolution from \$20,804.00 to \$29,212.00, with all other terms, conditions and provisions contained in said Resolution to remain in full force and effect,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby amends Resolution No. 186-2023, adopted on March 7, 2023, so as to increase the amount of the premium authorized under said Resolution from \$20,804.00 to \$29,212.00, with all other terms, conditions and provisions of said Resolution to remain in full force and effect; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 601 0000 000; and be it further

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

-#-

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

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

311

Town of Oyster Bay  
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: April 25, 2023  
SUBJECT: Request to Amend Town Board Resolution

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On March 7, 2023, the Town Board adopted Resolution No. 186-2023. By said Resolution, the Town Board authorized the Office of the Town Attorney to secure inland marine hull & machinery insurance coverage from Intact Insurance Group, USA (through its subsidiary, Atlantic Specialty Insurance Company), and from insurance broker, Salerno Brokerage Corp., for the period commencing on March 1, 2023 through March 1, 2024, *nunc pro tunc*, in an amount not to exceed \$20,804.00. The Town obtained the insurance to provide coverage for the Town's fleet of aquatic harvesters and barges.

On March 8, 2023, Salerno Brokerage notified this office that it had just become aware of two new aquatic harvesters purchased by the Town, and that it had not taken these two new vessels into account when it had submitted its original policy premium quote. Salerno also notified the Town that its policy quote did not reflect the deletions of a barge and an obsolete harvester that were being removed from the Town's fleet. Consequently, the total additions and deletions to the number of vessels in the Town's fleet which needed coverage resulted in a premium increase from \$20,804.00, to \$29,212.00.

In light of the forgoing, the Office of the Town Attorney requests that the Town Board amend Resolution No. 186-2023, so as to change the amount of the premium authorized from \$20,804.00 to \$29,212.00 (an increase of \$8,408.00), with all other terms, provisions and conditions of the Resolution to remain identical. This office requests further that the Town Board authorize and direct the Town Comptroller to make payment for same, upon the presentation of a duly certified claim, after audit. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 601 0000 000.

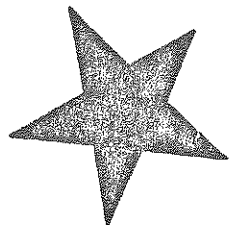
Kindly place this matter on the May 9, 2023 Town Board Action Calendar.

Very truly yours,

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*  
Ralph P. Healey  
Deputy Town Attorney

RPH:rph  
Attachments



Meeting of March 7, 2023

Resolution No.186-2023

WHEREAS, the Town Attorney's Office issued a Request for Proposals to eleven (11) insurance brokers seeking quotes/proposals from insurance carriers for the Town's Inland Marine 2023-2024 Hull & Machinery Insurance policy; and

WHEREAS, Salerno Brokerage Corp., the only insurance broker to respond, advised the Office of the Town Attorney that it solicited proposals from four (4) insurance carriers, of which two declined to offer coverage, and that it received two (2) quotes for the premium for said coverage, from AXA and from Intact Insurance Group, USA, and that the quotation from the Town's current insurer, Intact Insurance Group, USA, provided the lowest premium for the requested coverage; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated February 24, 2023, recommended that the Town's Inland Marine 2023-2024 Hull & Machinery Insurance coverage be obtained from Intact Insurance Group, USA, through its subsidiary, Atlantic Specialty Insurance Company, from March 1, 2023 to March 1, 2024, *nunc pro tunc*, through Salerno Brokerage Corp., at a total premium of \$20,804.00; and

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

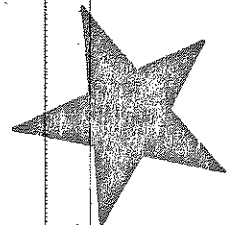
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Office of the Town Attorney is hereby authorized to secure the Town's Inland Marine 2023-2024 Hull & Machinery Insurance coverage from Atlantic Specialty Insurance Company for the period from March 1, 2023 to March 1, 2024, *nunc pro tunc*, through Salerno Brokerage Corp., and the Town Comptroller is authorized and directed to issue an encumbrance order in the amount of \$20,804.00 to be drawn from Account No. TWN AMS 1910 43020 601 0000 000; and be it further

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

-#-

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

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



Reviewed By  
Office of Town Attorney



**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

March 8, 2023

Ralph Healey, Esq.  
Deputy Town Attorney  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

RE: Inland Marine – 3/1/23-24  
Equipment Floater/Rolling Stock including Fine Arts  
Hull & Machinery

Dear Mr. Healey:

We are pleased to confirm that we have bound the captioned coverages effective 3/1/23 for an annual term.

The following items are enclosed:

1. Insurance Binder for Town's Equipment Floater/Rolling Stock Policy.
2. Insurance Binder for Town's Hull & Machinery Policy.
3. Invoice and voucher in the amount of \$162,238. for the Equipment Floater/Rolling Stock Policy
4. Invoice and voucher in the amount of \$29,212. for the Hull & Machinery Policy.

As you are aware, after the RFP was presented, we were made aware of the following changes to the Hull and Machinery schedule which impacted the premium:

**As a result of the interoffice memo's, the Hull and Machinery Schedule was updated by – adding the two (2) Harvesters and deleting two (2) Harvesters and one (1) Barge. The Harvester Limit was increased from \$85,675 to \$787,500 and the Barge Limit was reduced from \$106,152 to \$97,472.**

**New Equipment: 8478**

Add: 2022 Aquarius Systems HM-420SPL, aquatic harvester, Serial # AQSNU445D222,  
Cost \$392,640

Del: 1995 Aquarius Systems H420S, aquatic harvester, Serial #LV057

**New Equipment: 8479**

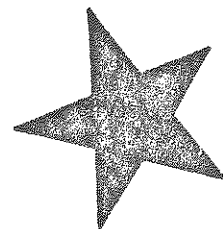
Add: 2022 Aquarius Systems HM-420SPL, aquatic harvester, Serial # AQSNU446E222,  
Cost \$392,640

Del: 2004 Aquarius Systems H420S, aquatic harvester, Serial #X1564

**New Equipment: 8479-A**

Del: 1996 Aquarius Systems T-12 Barge Serial #LR019

REC'D TOWN ATTORNEY  
20 MAR 15 4:10:02





**SALERNO BROKERAGE CORP.**

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

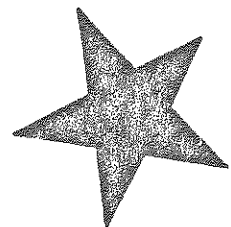
117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901  
[www.salernoins.com](http://www.salernoins.com)

The renewal policies will follow shortly.

Very truly yours,

*Nicole L. Morton*

Nicole L. Morton  
NLM:jo  
Enc.



Assured: Town of Dyer Bay  
Schedule of Insured Interest  
Policy Period: 1/1/2013 to 1/1/2014



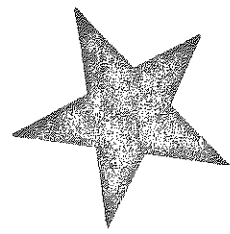
Item #	Customer's #	Year	Manufacturer	Model	Description	Serial #	Amount of Insurance	DEDUCTIBLE	RATE	PREMIUM
107010/78-6	1551	1987	17' Boston Whaler Montauk		Boat		\$ 4,125.00	25% subject to min \$500	1.031%	\$ 42
310102	1587	20' Boston Whaler Guardian		Boat			\$ 21,239.00	25% subject to min \$500	1.031%	\$ 219
910102	1595	17' Quicksilver 700		Boat			\$ 3,445.00	25% subject to min \$500	1.031%	\$ 35
710102/78-1	1557	24' Boston Whaler 2400		Boat			\$ 42,776.00	25% subject to min \$500	1.031%	\$ 438
910102	2005	25' Boston Whaler 2500SL		Boat			\$ 59,125.00	25% subject to min \$500	1.031%	\$ 610
107010	2005	Yamaha 2400 Inflatable with Merc 7		Boat		NYS Reg 00V75345H	\$ 899.00	25% subject to min \$500	1.031%	\$ 9
117010	2005	Yamaha 2400 Inflatable with Merc 7		Boat		NYS Reg 00V75345H	\$ 899.00	25% subject to min \$500	1.031%	\$ 9
117010/78-1	2007	27' Sea Ray		Boat			\$ 281,012.00	25% subject to min \$500	1.031%	\$ 2,873
117010/78-1	2009	30' Intrepid		Boat			\$ 241,770.00	25% subject to min \$500	1.031%	\$ 2,473
710102/78-3	2010	32' Sea Ray		Boat			\$ 313,384.00	25% subject to min \$500	1.031%	\$ 3,201
147010/78-10	2010	17' Boston Whaler Guardian		Boat			\$ 39,488.00	25% subject to min \$500	1.031%	\$ 404
177010	2011	17' Cross Creek 370C		Boat - COLLAR: White			\$ 4,500.00	25% subject to min \$500	1.031%	\$ 46
267010	2011	23' CC Motorboat	Pump Out	Boat			\$ 77,000.00	25% subject to min \$500	1.031%	\$ 794
147010	2011	23' Yamaha SeaDoo	Pump Out	Boat - SEA DOO PWC		NYSS15E04D000251	\$ 92,000.00	25% subject to min \$500	1.031%	\$ 947
207010/78-3	2011	23' Sea Ray	Blue Collar	Boat		EG00092114341367	\$ 136,000.00	25% subject to min \$500	1.031%	\$ 1,395
217010	2010	28' Sea Ray	Blue Collar	Boat		UCF0311050020	\$ 81,600.00	25% subject to min \$500	1.031%	\$ 832
							\$ 2,310,448.00			\$ 23,401

Item #	Customer's #	Year	Manufacturer	Model	Description	Serial #	Amount of Insurance	DEDUCTIBLE	RATE	PREMIUM
310102	1587				Aquatic Harvester	IN22	\$ 1,000.00	\$ 1,000	1.231%	\$ 12
310102	1587				42" Aquatic Harvester - Dept 311	011205	\$ 1,100.00	\$ 1,100	1.231%	\$ 130
310102	2004				Aquatic Harvester	IN2005	\$ 56,895.00	\$ 5,000	1.231%	\$ 691
							\$ 57,995.00			\$ 7,095

Item #	Customer's #	Year	Manufacturer	Model	Description	Serial #	Amount of Insurance	DEDUCTIBLE	RATE	PREMIUM
310102	1587				Outboard Motor		\$ 2,415.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 1,670.00	\$ 500	0.91%	\$ 15
310102	1587				Outboard Motor		\$ 1,820.00	\$ 500	0.91%	\$ 15
310102	1587				Outboard Motor		\$ 2,512.00	\$ 500	0.91%	\$ 21
310102	1587				Outboard Motor		\$ 2,250.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 2,290.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 2,290.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 2,655.00	\$ 500	0.91%	\$ 21
310102	1587				Outboard Motor		\$ 15,544.00	\$ 500	0.91%	\$ 142
310102	1587				Outboard Motor		\$ 10,354.00	\$ 500	0.91%	\$ 81
310102	1587				Outboard Motor		\$ 933.00	\$ 500	0.91%	\$ 8
310102	1587				Outboard Motor		\$ 933.00	\$ 500	0.91%	\$ 8
310102	1587				Outboard Motor		\$ 2,295.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 2,295.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 15,000.00	\$ 500	0.91%	\$ 137
310102	1587				Outboard Motor		\$ 15,000.00	\$ 500	0.91%	\$ 137
310102	1587				Outboard Motor		\$ 7,042.00	\$ 500	0.91%	\$ 61
310102	1587				Outboard Motor		\$ 7,000.00	\$ 500	0.91%	\$ 61
310102	1587				Outboard Motor		\$ 10,000.00	\$ 500	0.91%	\$ 81
310102	1587				Outboard Motor		\$ 20,000.00	\$ 500	0.91%	\$ 182
310102	1587				Outboard Motor		\$ 12,744.00	\$ 500	0.91%	\$ 116
310102	1587				Outboard Motor		\$ 12,350.00	\$ 500	0.91%	\$ 112
310102	1587				Outboard Motor		\$ 12,350.00	\$ 500	0.91%	\$ 112
310102	1587				Outboard Motor		\$ 17,585.00	\$ 500	0.91%	\$ 160
310102	1587				Outboard Motor		\$ 16,071.00	\$ 500	0.91%	\$ 145
310102	1587				Outboard Motor		\$ 21,000.00	\$ 500	0.91%	\$ 180
310102	1587				Outboard Motor		\$ 15,000.00	\$ 500	0.91%	\$ 137
310102	1587				Outboard Motor		\$ 15,000.00	\$ 500	0.91%	\$ 137
310102	1587				Outboard Motor		\$ 19,300.00	\$ 500	0.91%	\$ 176
310102	1587				Outboard Motor		\$ 21,300.00	\$ 500	0.91%	\$ 192
310102	1587				Outboard Motor		\$ 22,000.00	\$ 500	0.91%	\$ 206
310102	1587				Outboard Motor		\$ 16,500.00	\$ 500	0.91%	\$ 148
310102	1587				Outboard Motor		\$ 19,200.00	\$ 500	0.91%	\$ 174
310102	1587				Outboard Motor		\$ 17,500.00	\$ 500	0.91%	\$ 160
310102	1587				Outboard Motor		\$ 15,800.00	\$ 500	0.91%	\$ 145
310102	1587				Outboard Motor		\$ 2,100.00	\$ 500	0.91%	\$ 19
310102	1587				Outboard Motor		\$ 2,800.00	\$ 500	0.91%	\$ 23
310102	1587				Outboard Motor		\$ 19,500.00	\$ 500	0.91%	\$ 177
310102	1587				Outboard Motor		\$ 1,800.00	\$ 500	0.91%	\$ 16
310102	1587				Outboard Motor		\$ 21,000.00	\$ 500	0.91%	\$ 191
310102	1587				Outboard Motor		\$ 21,100.00	\$ 500	0.91%	\$ 192
							\$ 487,526.00			\$ 4,678

Item #	Customer's #	Year	Manufacturer	Model	Description	Serial #	Amount of Insurance	DEDUCTIBLE	RATE	PREMIUM
310102	1587				Boys' Life Boat		\$ 3,972.00	\$ 1,000	1.231%	\$ 121
310102	1587				Boys' Life Boat		\$ 1,200.00	\$ 1,000	1.231%	\$ 106
310102	1587				Boys' Life Boat		\$ 80,000.00	\$ 1,000	1.231%	\$ 818
310102	1587				Boys' Life Boat		\$ 7,500.00	\$ 1,000	1.231%	\$ 91
							\$ 106,192.00			\$ 1,038

Total \$ 1,991,603.00 \$ 20,854



Meeting of May 9, 2023

Resolution No. 312-2023

WHEREAS, pursuant to public notice, bids were duly solicited, and four (4) bids were received, for Contract No. DP23-245, Replacement of Existing Turf Field at Robbins Lane Community Park, Jericho, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated April 21, 2023 and April 28, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP23-245 were reviewed by Department of General Services, Division of Purchasing, and it was determined that The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, submitted the lowest responsible and responsive bid in the amount of \$724,000.00; and

WHEREAS, John M. Grillo, Architect; John A. Grillo Architect, P.C., by letter dated April 27, 2023, recommended that Contract No. DP23-245 be awarded to The LandTek Group, Inc., in the amount of \$724,000.00; and

WHEREAS, Commissioner Lenz, by said memoranda, advised that in accordance with Town policy, \$36,200.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$760,200.00; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of John A. Grillo Architect, P.C., that Contract No. DP23-245 be awarded to The LandTek Group, Inc. in the bid amount of \$724,000.00 and that \$36,200.00 be applied to the low bid amount for a total bid encumbrance of \$760,200.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the estimated construction time for completion of Contract No. DP23-245 is sixty (60) calendar days; and

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

WHEREAS, Commissioner Lenz, by said memoranda, further advised that funds are available for Contract No. DP23-245 in Account No. PKS-H-7197-20000-000-2302-001, Project ID# 2302PKSA-04,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and Contract No. DP23-245 is awarded to The LandTek Group, Inc., in the amount of \$724,000.00 and that \$36,200.00 be applied to the low bid amount for a total bid encumbrance of \$760,200.00, with funds to be drawn from Account No. PKS-H-7197-20000-000-2302-001, Project ID# 2302PKSA-04.

-#-

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

Office of Town Attorney  
Reviewed By  
TMS  
Robert P. Healy

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

April 28, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 22  
DOCKET OF APRIL 25, 2023  
AWARD OF CONSTRUCTION CONTRACT  
REPLACEMENT OF EXISTING TURF FIELD AT ROBBINS LANE COMMUNITY  
PARK  
CONTRACT NO. DP23-245  
ACCOUNT NO. PKS-H-7197-20000-000-2302-001  
PROJECT ID: 2302PKSA-04

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In furtherance to Item No. 22 of the docket on April 25, 2023 the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. The LandTek Group Inc., located at 105 Sweenydale Avenue, Bay Shore, New York 11706, with Federal I.D. 112945683 submitted the lowest responsive bid among four (4) in the amount of \$724,000.00.

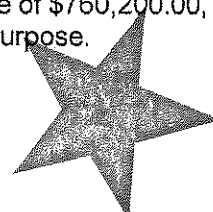
Attached is a letter dated April 27, 2023 from the office of John A. Grillo Architect, P.C. recommending the award of this contract to The LandTek Group, Inc. in the amount of \$724,000.00. In accordance with Town policy \$36,200.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$760,200.00.

The estimated construction time for completion of the subject contract is 60 calendar days. Funds are available for the subject contract work in Account No PKS-H-7197-20000-000-2302-001, Project ID# 2302PKSA-04.

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

We concur with the recommendation of John A. Grillo Architect, P.C. and request that the Town Board award Contract No. DP23-245 to The LandTek Group, Inc. in the total bid amount of \$724,000.00 and that \$36,200.00 be applied to the low bid amount for a total bid encumbrance of \$760,200.00, and that the Office of the Comptroller be directed to issue an encumbrance for this purpose.

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



RWL:MR/CC/sb

Attachments

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

DP23-245 Supplemental Docket Award to Landtek



TEL: (631) 476-2161

FAX: (631) 476-9846

April 27, 2023

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

RE: Town of Oyster Bay  
Turf Replacement at Robbins Lane Community Park  
Contract No.: DP23-245  
Bid No.: PW 037-23

Dear Mr. Lenz:

Four (4) bids were received, on April 26, 2023, for the work of the referenced project. We have reviewed the lowest bid and recommend award of the contract to The LandTek Group, Inc., as follows:

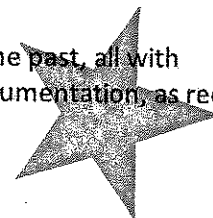
The LandTek Group, Inc.  
105 Sweeneydale Avenue  
Bay Shore, NY 11706  
631-691-2381

FAX 631-691-2392

in the following amounts:

1.	Total Base Bid Plus Allowances:	\$724,000.00
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We have completed several projects with The LandTek Group, Inc. in the past, all with satisfactory results. The LandTek Group, Inc. has submitted the necessary documentation, as required, in support of their bid.



If additional information is required, please don't hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John M. Grillo', written over a horizontal line.

John M. Grillo  
Architect

JMG:kw

cc: M. Russo  
C. Champion

TOB - DP23-245 Robbins Lane Community Park - Rec Ltr

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

April 21, 2023


TO: MEMORANDUM DOCKET

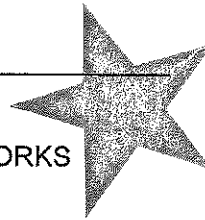
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
REPLACEMENT OF EXISTING TURF FIELD AT ROBBINS LANE COMMUNITY  
PARK, JERICO, NY  
DP23-245  
SUPPLEMENTAL MEMO TO FOLLOW

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Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We therefore recommend and request that a space be reserved at the next Town Board meeting on May 9, 2023 to take action on the award of the construction contract for replacement of existing turf field at Robbins Lane Community Park.

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



*HL*  
RWL/MR/CC/sb

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

DP23-245 Replacement of the Existing Turf field at Robbins Lane Community Park Save a Space

WHEREAS, the Town of Oyster Bay is one of nine municipal members of the Hempstead Harbor Protection Committee, Long Island's first inter-municipal watershed organization, which was created specifically to protect and improve the water quality of Hempstead Harbor; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Environmental Resources, by memorandum dated May 1, 2023, recommended that the Town enter into an Inter-Municipal Agreement with the Town of North Hempstead and City of Glen Cove, regarding the three municipalities' participation in a harbor clean-up of Hempstead Harbor to remove debris, sunken vessels, floats, and other waste on Monday, May 15, 2023, or a rain date, if necessary; and

WHEREAS, the Town would provide landing craft with a crane and winch and an operator, a water monitoring boat, and related equipment, and the City of Glen Cove will provide a harbor patrol boat and operator; and

WHEREAS, the Town of North Hempstead will provide a payload, an operator, roll-off dumpsters, and staff to remove debris, and will also absorb all "tipping fees" charged by the Town's transfer station in connection with the clean-up,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute an Inter-Municipal Agreement with the Town of North Hempstead and City of Glen Cove, regarding the three municipalities' participation in a harbor clean-up of Hempstead Harbor to remove debris, sunken vessels, floats and other waste on Monday, May 15, 2023, or a rain date, if necessary.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth A. Tangham*

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

313

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

TO: Memorandum Docket

FROM: Louis G. Savinetti, Commissioner  
Department of Environmental Resources

DATE: May 1, 2023

SUBJECT: Supplemental Memorandum Docket of April 25, 2023, Item No. 30  
Inter-Municipal Agreement – Hempstead Harbor Cleanup


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The Department of Environmental Resources in coordination with the Town of North Hempstead and City of Glen Cove, through the Hempstead Harbor Protection Committee, in furtherance of the goals and objectives of the protection committee, of which the three municipalities are members of, seek to perform a harbor clean-up of Hempstead Harbor on, or around, May 15, 2023. The multi-jurisdictional effort will involve various contributions of vessels, manpower and other resources necessary to perform the cleanup and specifically remove debris from Hempstead Harbor.

The clean-up of the harbor will benefit the overall environmental health of the entire harbor, including the Oyster Bay portion, and improve recreational use and access to the harbor.

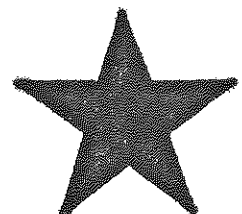
Towards that end the Town of Oyster Bay will provide the use of its landing craft and an additional vessel along with the necessary operators and staff to safely and effectively remove the debris. The attached Inter-Municipal Agreement provides the framework that establishes the contributions and responsibilities of each party to the agreement.

Town Board authorization to enter into the Inter-Municipal Agreement is respectfully requested.



Louis G. Savinetti  
Commissioner  
By Colin Bell

LGS:ca  
Attachment



## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT** (the "Agreement") dated the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the "Town"), a municipal corporation duly organized and validly existing under the laws of the State of New York (the "State"), with offices located at 220 Plandome Road, Manhasset, New York 11030, and the **TOWN OF OYSTER BAY** ("Oyster Bay"), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 54 Audrey Avenue, Oyster Bay, New York 11771 and the **CITY OF GLEN COVE** ("Glen Cove"), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 9 Glen Street, Glen Cove, New York 11542. The Town, Oyster Bay and Glen Cove are hereinafter referred to, jointly, as the "Parties", and individually, as a "Party".

### WITNESSETH:

**WHEREAS**, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, the Parties wish to cooperate in a project to remove sediment and other materials from Hempstead Harbor in order to improve the environmental condition of the Harbor; and

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the cooperative project.

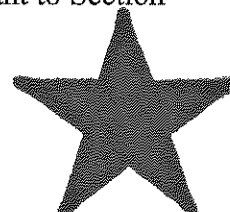
**NOW THEREFORE**, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

#### 1. The Cooperative Project.

The Town, Oyster Bay and Glen Cove shall cooperate in a project to occur on May 15, 2023 to remove debris, sunken vessels, floats and other waste from Hempstead Harbor (the "Cooperative Project"). Oyster Bay shall provide landing craft with a crane and winch and an operator, a water monitoring boat and related equipment. The Town will provide a payloader, an operator, roll-off dumpsters and staff to remove debris surrounding the boat launch at North Hempstead Beach Park. The Town will also absorb all "tipping fees" charged by the Town's transfer station in connection with the Cooperative Project. Glen Cove will provide a harbor patrol boat and operator to help secure and protect the cleanup areas of the Cooperative Project. Glen Cove's Harbor Patrol will not remove or haul debris as part of the Cooperative Project

#### 2. Term of Agreement.

- (a) The term of this Agreement shall commence on May 15, 2023 at 12:00 A.M. and shall expire on May 17, 2023 at 11:59 P.M., unless earlier terminated upon written notice given pursuant to Section 2 (b) hereof.



(b) Rain Date. At any point prior to May 17, 2023, in the event that the Cooperative Project will need to be rescheduled due to inclement weather or other unforeseen circumstance, the Parties may agree in writing (which may be accomplished by email) to conduct the Cooperative Project on another date. In such event, the term of this Agreement shall be automatically extended to cover the rescheduled date.

(c) Termination. Each Party has the absolute right to terminate its participation in this Agreement at any time by written notice to the other sent no fewer than ten (10) days in advance of the termination date identified in a notice set forth pursuant to Section 7 hereof.

**3. Charges for Services.**

The Town, Oyster Bay and Glen Cove agree that the Cooperative Project is being performed for the benefit of the public and for the residents of each Party's territory and in consideration of such benefits, no Party may collect a fee or other payment from the other Party for the Cooperative Services. Each Party's expenses in providing the Cooperative Services shall be borne by the Party incurring the expenses and shall not be reimbursed by the other Parties.

**4. Status of Employees and Contractors.**

All employees and contractors whose services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees and contractors of the Party that employ that employee or contractor.

**5. Obligation of Town To Insure Employees.**

In all cases, each Party shall ensure that each of its employees performing work in connection with the Cooperative Services is covered by worker's compensation insurance and disability benefits insurance for all activities to be performed pursuant to this Agreement.

**6. RESERVED.**

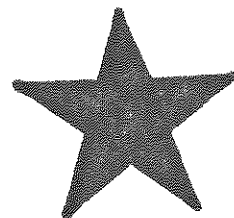
**7. Right to Terminate by Notice.**

Notice of termination of this Agreement must be sent by certified mail, return receipt requested, as follows:

if mailed to Oyster Bay, to:

Hon. Joseph Saladino, Town Supervisor  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771

Reviewed By  
Office of Town Attorney  
*E. J. J. J.*



with a copy to:

Frank Scalera, Esq., Town Attorney  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771

if mailed to the Town, to:

Hon. Jennifer DeSena, Town Supervisor  
Town of North Hempstead  
220 Plandome Road  
Manhasset, New York 11030

with copies to:

John B. Chiara, Town Attorney  
Town of North Hempstead  
220 Plandome Road  
Manhasset, New York 11030

if mailed to Glen Cove, to:

Hon. Pamela Panzenbeck, Mayor  
City of Glen Cove  
9 Glen Street  
Glen Cove, New York 11542

with copies to:

Tip Henderson, City Attorney  
City of Glen Cove  
9 Glen Street  
Glen Cove, New York 11542

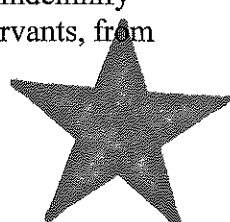
8. **RESERVED.**

9. **No Duty to Inspect.**

No Party shall have any duty to inspect work either before or after the Cooperative Project is completed.

10. **Town's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.**

To the fullest extent permitted by law, the Town shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and Glen Cove, and its officers, employees, agents, and servants, from



Reviewed By  
Office of Town Attorney  
*C. Faughnan*

and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages (collectively, "Losses") arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Town or Town Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and Glen Cove from and against any losses arising from the negligence of either the Oyster Bay or Glen Cove. The Town shall promptly and diligently defend, at the Town's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and Glen Cove and which arise out of or in connection with this Section 10, and the Town shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Town pursuant to Section 10 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

**11. Oyster Bay's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.**

To the fullest extent permitted by law, Oyster Bay shall be solely responsible for and shall indemnify and hold harmless the Town and Glen Cove, and its officers, employees, agents, and servants, from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate Oyster Bay or Oyster Bay Agents (as such term is defined below) to indemnify or hold harmless the Town and Glen Cove from and against any Losses arising from the negligence of either the Town or Glen Cove. Oyster Bay shall promptly and diligently defend, at Oyster Bay's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of the Town and Glen Cove and which arise out of or in connection with this Section 11, and Oyster Bay shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Oyster Bay pursuant to Section 11 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

**12. Glen Cove's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.**

To the fullest extent permitted by law, Glen Cove shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and the Town, and its officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Glen Cove or Glen Cove Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and the Town from and against any Losses arising from the negligence of either the Town or Oyster Bay. Glen Cove shall promptly and diligently defend, at Glen Cove's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and the Town and which arise out of or in connection with this Section 12, and Glen Cove shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of Glen Cove pursuant to Section 12 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

**13. Insurance.**

Each Party agrees to procure and maintain, and shall cause its contractors to procure and maintain, with a New York State carrier holding an "A" rating from AM Best Company or equivalent, the following insurance policies during the term of this Agreement and furnish certificates of insurance



evidencing its procuring of said policies. A New York State Licensed Carrier is preferred; any non-licensed carriers will be accepted at the Town's discretion:

(a) Commercial General Liability Insurance from a New York State carrier covering the liability of the Licensee including Contractual insurance defending, indemnifying and holding harmless the other Parties, their agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The other Parties and all appointed and elected officials, employees and volunteers shall be named as additional insured on said policy on a primary and non-contributory basis with waiver of subrogation in favor of the additional insured; and

(b) Workers' Compensation Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to the State Workers' Compensation Law ' 57 (2).

(c) Disability Benefits Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law ' 220 (8).

At the time of execution of this Agreement, each Party shall furnish to the other parties certificates of insurance evidencing the required coverage and endorsement pages naming each Party as additional insured. Each Party shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

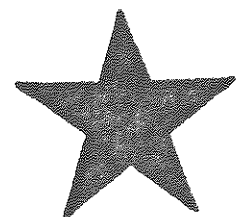
#### **14. Compliance with Law.**

Each Party shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, procurement and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

#### **15. Governing Law; Severability.**

This Agreement shall be governed by the laws of the State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

Reviewed By  
Office of Town Attorney  
*E. Faughnan*



**16. Executory Clause.**

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Party approvals have been obtained, including, if required, approval by the Boards of each Party, and (ii) this Agreement has been executed by the Supervisors of the Town and Oyster Bay and the Mayor of Glen Cove or their duly designated deputies.

(b) Availability of Funds. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

**17. Entire Agreement.**

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

**TOWN OF NORTH HEMPSTEAD**

By: \_\_\_\_\_  
Jennifer DeSena, Supervisor

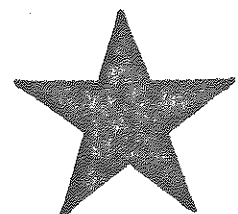
**TOWN OF OYSTER BAY**

By: \_\_\_\_\_  
Joseph Saladino, Supervisor

**CITY OF GLEN COVE**

By: \_\_\_\_\_  
Pamela Panzenbeck, Mayor

Reviewed By  
Office of Town Attorney  
*Cafarelli*

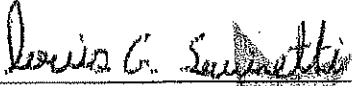



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

**TO:** MEMORANDUM DOCKET  
**FROM:** LOUIS G. SAVINETTI, COMMISSIONER  
ENVIRONMENTAL RESOURCES  
**DATE:** APRIL 24, 2023  
**SUBJECT:** HEMPSTEAD HARBOR: INTERMUNICIPAL CLEANUP COORDINATION

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In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of May 9, 2023. Details will follow by supplemental memorandum.

  
\_\_\_\_\_  
Louis G. Savinetti,  
Commissioner  
By Colin Bell



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, BOLLA EM REALTY, LLC, lessee, and BLUE HILLS FUELS, LLC, fee owner, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval, to allow for operation of a gasoline service station with an accessory convenience store, on premises located in a General Business ("GB") District, at 285 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County;

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on February 28, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 16, 2022, recommended Town Board determination that the subject application 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. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities," and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10519-23, adopted on March 9, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then-Commissioner, and Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated January 6, 2023, and Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memorandum dated February 23, 2023, advised that the Department of

Planning and Development has reviewed the following ten (10) plans prepared by Christopher Tartaglia, P.E., High Point Engineering, Melville, New York:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED
R-1	Removals Plan	Christopher Tartaglia, P.E.	11/01/2022
SP-1	Site Plan	Christopher Tartaglia, P.E.	02/15/2023
SP-2	Grading/Drainage & Utility Plan	Christopher Tartaglia, P.E.	11/01/2022
SP-3	Landscape/Soil Erosion Control Plan	Christopher Tartaglia, P.E.	11/01/2022
SP-4	Lighting Plan	Christopher Tartaglia, P.E.	11/01/2022
SP-5	Detail Sheet I	Christopher Tartaglia, P.E.	11/01/2022
SP-6	Detail Sheet II	Christopher Tartaglia, P.E.	11/01/2022
A-1.0	Floor Plan	Christopher Tartaglia, P.E.	06/08/2022
A-2.0	Exterior Elevations	Christopher Tartaglia, P.E.	06/08/2022
CA-1	Canopy Elevations	Christopher Tartaglia, P.E.	03/09/2022

WHEREAS, Commissioner Mayer, by said memorandum, reported that the plans submitted comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that the granting of a Special Use Permit to allow for the operation of a gasoline service station with an accessory convenience store, on premises located in a General Business ("GB") District, at 285 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County, is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 9; and be it further

RESOLVED, That the Petition of BOLLA EM REALTY, LLC, lessee, and BLUE HILLS FUELS, LLC, fee owner, for a Special Use Permit and Site Plan Approval, to allow for operation of a gasoline service station with an accessory convenience store, on premises located in a General Business ("GB") District, at 285 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County, is hereby GRANTED, for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly line of Bethpage Road, as widened, distance Northwesterly 688.62 feet from a point formed by the Southwesterly line of Bethpage Road, as widened, with the Westerly line of Bay Avenue;

RUNNING THENCE from said point of BEGINNING, South 78 degrees 06 minutes 10 seconds West, 268.50 feet to the Easterly line of Broadway, as widened;

THENCE North 10 degrees 37 minutes 20 seconds West, 130.21 feet to a point;

THENCE North 78 degrees 06 minutes 10 seconds East, 173.55 feet to the Southwesterly line of Bethpage Road, as widened;

THENCE South 47 degrees 09 minutes 43 seconds East, along the Southwesterly line of Bethpage Road, as widened, 159.43 feet to the point or place of BEGINNING.

SUBJECT to an easement (right of way) over the most Southerly five (5) foot strip of land along the most Southerly boundary line thereof for ingress and egress to and from the premises which is located South of the premises described herein, all as set forth on a certain easement agreement between Mobil Oil Corporation and Mid-Island Shopping Plaza Co., dated August 25, 1977 and recorded in Liber 9066 page 48.

SAID PREMISES being known as 285 North Broadway, Hicksville, New York, and designated as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County.

and be it further

RESOLVED, That the Petition herein granted is subject to the Town of Oyster Bay Zoning Board of Appeals granting a parking variance from the number of spaces required by the Code of the Town of Oyster Bay; and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

Resolution No.314-2023

RESOLVED, That in accordance with the memorandum of Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, dated February 23, 2023, the ten (10) plans described herein are hereby approved.

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

Supervisor Saladino	4	Aye
Councilwoman Johnson		Aye
Councilman Imbroto		Aye
Councilman Hand		Aye
Councilman Labriola		Aye
Councilwoman Maier		Aye
Councilwoman Walsh		Aye

Reviewed By  
Office of Town Attorney

*Thomas J. H. H. H.*

### DECLARATION OF RESTRICTIVE COVENANTS

BLUE HILLS FUELS, LLC, fee owner, with a business address of 2900 Telestar Court, Falls Church, Virginia 22042, and BOLLA EM REALTY, LLC, lessee, with a business address of 809 Stewart Avenue, Garden City, New York 11530, (hereinafter collectively referred to as Declarants), by this Declaration, dated \_\_\_\_\_, 2023, declare as follows:

WHEREAS, said Declarants, BOLLA EM REALTY, LLC, lessee, and BLUE HILLS FUELS, LLC, fee owner, petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit and Site Plan Approval, to allow for operation of a gasoline service station with an accessory convenience store, on premises located in a General Business ("GB") District, at 285 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on February 28, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 314-\_\_\_\_\_ 2023, dated May 9, 2023, approved the current application subject to the execution and recording of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 285 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County, which will run with the land and be binding upon said Declarant, its successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That any and all prior Declarations of Restrictive Covenants executed and recorded in the Office of the Clerk of the County of Nassau, affecting the premises located at 285 North Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County, are hereby rescinded and are replaced and superseded by this Declaration.

2. That the hours of operation shall be twenty-four (24) hours a day, seven days a week.

3. That during the hours of 8:00 a.m. and 6:00 p.m. there shall be at least one clearly identified full-service location for handicapped drivers.

4. If an air compressor capable of inflating automobile tires for the use of motorists is provided on site, it shall do so at no charge to the user thereof.

5. That all parking shall be permitted only in designated parking spaces. Said spaces are to be clearly outlined, identified and maintained with painted boundary lines. All other driveway areas shall remain open at all times for fire and emergency apparatus.

6 That employees of the operation must use parking spaces provided on the subject site and cannot park on the surrounding streets.

7. No vehicles shall be sold, leased, or stored on the premises.

8. That there shall be no outdoor storage of foods, equipment or material of any kind. That no mechanical games of amusement shall be permitted on the subject premises.

9. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials, and litter baskets shall be installed and emptied as often as necessary.

10. That no outdoor music or speakers shall be permitted.

11. That all lighting shall be directed onto the subject premises, and no lighting is to be directed onto adjacent properties and roadways.

12. That all garbage, waste and rubbish shall be kept in suitable containers, and disposed of in accordance with applicable statutes, ordinances, and laws. Garbage pickup shall be made between the hours of 7:00 a.m. and 7:00 p.m.

13. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay. No banners, flags, TV monitors, or other extraneous signs shall be installed on the subject site.

14. That deliveries to the subject premises shall be made at such times and in such manner as to diminish any adverse effects on neighboring properties (noise, lights, times).

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

16. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the ten (10) plans prepared by Christopher Tartaglia, P.E., High Point Engineering, Melville, New York, reviewed in accordance with Section 246-6, "Site Plan

Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memorandum dated February 23, 2023 and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution.

17. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after written notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right, pursuant to applicable law, to suspend or revoke forthwith, the Special Use Permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

18. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly line of Bethpage Road, as widened, distance Northwesterly 688.62 feet from a point formed by the Southwesterly line of Bethpage Road, as widened, with the Westerly line of Bay Avenue;

RUNNING THENCE from said point of BEGINNING, South 78 degrees 06 minutes 10 seconds West, 268.50 feet to the Easterly line of Broadway, as widened;

THENCE North 10 degrees 37 minutes 20 seconds West, 130.21 feet to a point;

THENCE North 78 degrees 06 minutes 10 seconds East, 173.55 feet to the Southwesterly line of Bethpage Road, as widened;

THENCE South 47 degrees 09 minutes 43 seconds East, along the Southwesterly line of Bethpage Road, as widened, 159.43 feet to the point or place of BEGINNING.

SUBJECT to an easement (right of way) over the most Southerly five (5) foot strip of land along the most Southerly boundary line thereof for ingress and egress to and from the premises which is located South of the premises described herein, all as set forth on a certain easement agreement between Mobil Oil Corporation and Mid-Island Shopping Plaza Co., dated August 25, 1977 and recorded in Liber 9066 page 48.

SAID PREMISES being known as 285 North Broadway, Hicksville, New York, and designated as Section 12, Block B, Lot 180 on the Land and Tax Map of Nassau County.

IN WITNESS WHEREOF, the Declarant has hereunto set their hand the day and year first above written.

BLUE HILLS FUELS, LLC, Fee Owner

BY: \_\_\_\_\_

BOLLA EM REALTY, LLC, Lessee

BY: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss.:

On the            day of            in the year 2023 before me, the undersigned,  
personally appeared            , personally known to me or proved  
to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the  
within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, or the person upon behalf of which  
the individual acted, executed the instrument, and that such individual made such appearance  
before the undersigned in            . (Insert the city or  
other political subdivision and the state or county or other place the acknowledgement was taken.)

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the            day of            in the year 2023 before me, the undersigned,  
personally appeared            , personally known to me or proved  
to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the  
within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, or the person upon behalf of which  
the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

WHEREAS, 170 MICHAEL DRIVE LLC, fee owner, and C.A.P. PLAYHOUSE L.L.C. d/b/a CULTURAL ARTS PLAYHOUSE, lessee, of an existing building located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to maintain approximately 8,094 square feet of alterations and to allow same to be used for the operation of a theatre workshop, academy, and playhouse for the training and instruction of actors, with performances to the general public, and also requested Site Plan Approval for said premises; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town was advised on May 5, 2023, that the current lessee of the subject premises is CAP SYOSSET INC.; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated June 17, 2022, regarding the environmental impacts contemplated by said Petition and concluded that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated February 23, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, advised that the

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Reviewed By  
Office of Town Attorney  
Thomas M. McHugh

Department of Planning and Development has reviewed the following ten (10) plans prepared by John C. Moccio, R.A., Stony Point, New York:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First Floor Plan	John C. Moccio, R.A.	08/01/2022
A2.1	Exterior Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of 170 MICHAEL DRIVE LLC, fee owner, and C.A.P. PLAYHOUSE L.L.C. d/b/a CULTURAL ARTS PLAYHOUSE, then lessee, of an existing building located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, for a Special Use Permit to maintain approximately 8,094 square feet of alterations and to allow same to be used for the operation of a theatre workshop, academy, and playhouse for the training and instruction of actors, with performances to the general public, and for Site Plan Approval for said premises, is hereby GRANTED for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, Nassau County, State of New York, known and designated as and by the Lot No. 45 in Block 157 on a certain map entitled,

"Map of Syosset Industrial Park, Section 2, situate at Syosset, Town of Oyster Bay, Nassau County, New York", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the Easterly side of Michael Drive, distant 987.58 feet Southerly from the corner formed by the intersection of the Easterly side of Michael Drive with the Southerly side of Jericho Turnpike;

RUNNING THENCE North 62 degrees 06 minutes 00 seconds East, 579.73 feet;

RUNNING THENCE North 02 degrees 14 minutes 11 seconds West, 80.00 feet;

RUNNING THENCE North 87 degrees 45 minutes 49 seconds East, 50.00 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds East, 280.07 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 487.46 feet to the Easterly side of Michael Drive;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West along the Easterly side of Michael Drive, 70.18 feet to a point;

RUNNING THENCE Northwesterly still along the Easterly side of Michael Drive along the arc of a curve bearing left, having a radius of 260.00 feet, a distance of 109.49 feet to a point;

RUNNING THENCE North 54 degrees 07 minutes 45 seconds West still along the Easterly side of Michael Drive, 49.43 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 170 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 45 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by 170 MICHAEL DRIVE LLC and CAP SYOSSET INC., as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

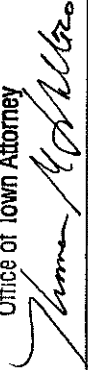
RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 2, 2022, the ten (10) plans described herein are hereby approved.

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

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

Reviewed By  
Office of Town Attorney



### DECLARATION OF RESTRICTIVE COVENANTS

170 MICHAEL DRIVE LLC, fee owner, with a business address of 180 Michael Drive, 109A, Syosset, New York 11791, and CAP SYOSSET INC., lessee, with a business address of 625 Old Country Road, Plainview, New York 11803, (hereinafter collectively referred to as "Declarants"), by this declaration, dated \_\_\_\_\_, 2023, declare as follows:

WHEREAS, 170 MICHAEL DRIVE LLC, fee owner, and C.A.P. PLAYHOUSE L.L.C. d/b/a CULTURAL ARTS PLAYHOUSE, then lessee, of an existing building located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to maintain approximately 8,094 square feet of alterations and to allow same to be used for the operation of a theatre workshop, academy, and playhouse for the training and instruction of actors, with performances to the general public, and also requested Site Plan Approval for said premises (the "Application"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town was advised on May 5, 2023, that the current lessee of the subject premises is CAP SYOSSET INC.; and

WHEREAS, the Town Board, by Resolution No. 315, dated May 9, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at located at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the hours of operation for the active recreation use approved as requested in the Application shall be Monday through Friday, 9:00 am to 7:00 pm, and Friday through Sunday, 9:00 am until 1:00 am of the following day.

2. That Declarants shall obtain a Public Assembly license from the Town of Oyster Bay and shall comply with same at all times.

3. That in the event lessee shall serve alcoholic beverages, lessee shall obtain a proper Liquor License from the State of New York and shall comply with same at all times.

4. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

6. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.

7. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

8. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.

9. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.

10. That all exterior lighting installed at the subject premises shall be directed onto the subject premises and no lighting installed at the subject premises is to be directed onto adjacent properties or roadways.

11. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with ten (10) plans prepared by John C. Moccio, R.A., Stony Point, New York, which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED DATE
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First Floor Plan	John C. Moccio, R.A.	08/01/2022
A2.1	Exterior Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
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N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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

13. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

14. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, Nassau County, State of New York, known and designated as and by the Lot No. 45 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section 2, situate at Syosset, Town of Oyster Bay, Nassau County, New York", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the Easterly side of Michael Drive, distant 987.58 feet Southerly from the corner formed by the intersection of the Easterly side of Michael Drive with the Southerly side of Jericho Turnpike;

RUNNING THENCE North 62 degrees 06 minutes 00 seconds East, 579.73 feet;

RUNNING THENCE North 02 degrees 14 minutes 11 seconds West, 80.00 feet;

RUNNING THENCE North 87 degrees 45 minutes 49 seconds East, 50.00 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds East, 280.07 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 487.46 feet to the Easterly side of Michael Drive;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West along the Easterly side of Michael Drive, 70.18 feet to a point;

RUNNING THENCE Northwesterly still along the Easterly side of Michael Drive along the arc of a curve bearing left, having a radius of 260.00 feet, a distance of 109.49 feet to a point;

RUNNING THENCE North 54 degrees 07 minutes 45 seconds West still along the Easterly side of Michael Drive, 49.43 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 170 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 45 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set its hand and seal the day and year first above written.

170 MICHAEL DRIVE LLC , fee owner

BY: \_\_\_\_\_

CAP SYOSSET INC., lessee

BY: \_\_\_\_\_

On the            day of                                 in the year 2023, before me, the undersigned,  
personally appeared                                 , personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, or the person upon behalf of  
which the individual acted, executed the instrument.

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Reviewed By  
Office of Town Attorney  
*James M. Jolly*

WHEREAS, 170 MICHAEL DRIVE LLC, fee owner, and KAYO FITNESS LLC d/b/a TITLE BOXING CLUB, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 4,061 square foot portion of existing building to be used for the operation of a boxing-themed fitness facility for boxing training and fitness programs, including the use of boxing training equipment and, on an ancillary basis, for the retail sale of training and apparel, nonalcoholic beverages, nutritional supplements, fitness snacks, and the sale of memberships, at premises located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises; and .

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated June 17, 2022, regarding the environmental impacts contemplated by said Petition and concluded that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated February 23, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, advised that the Department of Planning and Development has reviewed the following ten (10) plans prepared by John C. Moccio, R.A., Stony Point, New York:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED DATE
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First Floor Plan	John C. Moccio, R.A.	05/13/2022
A2.1	Exterior Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of 170 MICHAEL DRIVE LLC, fee owner, and KAYO FITNESS LLC d/b/a TITLE BOXING CLUB, lessee, for a Special Use Permit to allow for a 4,061 square foot portion of existing building to be used for the operation of a boxing-themed fitness facility for boxing training and fitness programs, including the use of boxing training equipment and, on an ancillary basis, for the retail sale of training and apparel, nonalcoholic beverages, nutritional supplements, fitness snacks, and the sale of memberships, at premises located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, and for Site Plan Approval for said premises, is hereby GRANTED for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, Nassau County, State of New York, known and designated as and by the Lot No. 45 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section 2, situate at Syosset, Town of Oyster Bay, Nassau County, New York", and filed in the Office of the Clerk of the

County of Nassau on July 14, 1960 as Map No. 7316, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the Easterly side of Michael Drive, distant 987.58 feet Southerly from the corner formed by the intersection of the Easterly side of Michael Drive with the Southerly side of Jericho Turnpike;

RUNNING THENCE North 62 degrees 06 minutes 00 seconds East, 579.73 feet;

RUNNING THENCE North 02 degrees 14 minutes 11 seconds West, 80.00 feet;

RUNNING THENCE North 87 degrees 45 minutes 49 seconds East, 50.00 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds East, 280.07 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 487.46 feet to the Easterly side of Michael Drive;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West along the Easterly side of Michael Drive, 70.18 feet to a point;

RUNNING THENCE Northwesterly still along the Easterly side of Michael Drive along the arc of a curve bearing left, having a radius of 260.00 feet, a distance of 109.49 feet to a point;

RUNNING THENCE North 54 degrees 07 minutes 45 seconds West still along the Easterly side of Michael Drive, 49.43 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 170 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 45 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

Resolution No.316-2023

RESOLVED, That the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 2, 2022, the ten (10) plans described herein are hereby approved.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*Thomas M. Heltzer*

### DECLARATION OF RESTRICTIVE COVENANTS

170 MICHAEL DRIVE LLC, fee owner, with a business address of 180 Michael Drive, 109A, Syosset, New York 11791, and KAYO FITNESS LLC, d/b/a Title Boxing Club, lessee, with a business address of 19 Gloria Drive, Woodbury, New York 11797, (hereinafter collectively referred to as "Declarants"), by this declaration, dated , 2023, declare as follows:

WHEREAS, 170 MICHAEL DRIVE LLC, fee owner, and KAYO FITNESS LLC d/b/a TITLE BOXING CLUB, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 4,061 square foot portion of existing building to be used for the operation of a boxing-themed fitness facility for boxing training and fitness programs, including the use of boxing training equipment and, on an ancillary basis, for the retail sale of training and apparel, nonalcoholic beverages, nutritional supplements, fitness snacks, and the sale of memberships, at premises located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises (the "Application"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board, by Resolution No. 316 , dated May 9, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at located at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the hours of operation for the active recreation use approved as requested in the Application shall be: Monday through Thursday, 5:00 am to 9:15 pm; Friday, 5:00 am to 5:45 pm; Saturday, 8:00 am to 1:00 pm; and Sunday, 9:00 am to 12:00 noon.
2. That Declarants shall obtain a Public Assembly license from the Town of Oyster Bay and shall comply with same at all times.
3. That in the event lessee shall serve alcoholic beverages, lessee shall obtain a proper Liquor License from the State of New York and shall comply with same at all times.

4. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

6. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.

7. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

8. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.

9. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.

10. That all exterior lighting installed at the subject premises shall be directed onto the subject premises and no lighting installed at the subject premises is to be directed onto adjacent properties or roadways.

11. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with ten (10) plans prepared by John C. Moccio, R.A., Stony Point, New York, which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First Floor Plan	John C. Moccio, R.A.	05/13/2022
A2.1	Exterior Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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

13. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

14. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, Nassau County, State of New York, known and designated as and by the Lot No. 45 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section 2, situate at Syosset, Town of Oyster Bay, Nassau County, New York", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the Easterly side of Michael Drive, distant 987.58 feet Southerly from the corner formed by the intersection of the Easterly side of Michael Drive with the Southerly side of Jericho Turnpike;

RUNNING THENCE North 62 degrees 06 minutes 00 seconds East, 579.73 feet;

RUNNING THENCE North 02 degrees 14 minutes 11 seconds West, 80.00 feet;

RUNNING THENCE North 87 degrees 45 minutes 49 seconds East, 50.00 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds East, 280.07 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 487.46 feet to the Easterly side of Michael Drive;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West along the Easterly side of Michael Drive, 70.18 feet to a point;

RUNNING THENCE Northwesterly still along the Easterly side of Michael Drive along the arc of a curve bearing left, having a radius of 260.00 feet, a distance of 109.49 feet to a point;

RUNNING THENCE North 54 degrees 07 minutes 45 seconds West still along the Easterly side of Michael Drive, 49.43 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 170 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 45 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set its hand and seal the day and year first above written.

170 MICHAEL DRIVE LLC, fee owner

BY: \_\_\_\_\_

KAYO FITNESS LLC, lessee

BY: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss.:

On the       day of                      in the year 2023, before me, the undersigned,  
personally appeared                      , personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, or the person upon behalf of  
which the individual acted, executed the instrument.

Notary Public

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

On the            day of                                 in the year 2023, before me, the undersigned,  
personally appeared                                 , personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, the individual, or the person upon behalf of  
which the individual acted, executed the instrument.

**Notary Public**

Reviewed By  
Office of Town Attorney  
*Tom M. Altano*

WHEREAS, 170 MICHAEL DRIVE LLC, fee owner, and LONG ISLAND SWIM ACADEMY LLC, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 13,528 square foot portion of existing building to be used for the operation of a swim academy for swim and water safety instruction, recreational and competitive swimming and therapeutic swimming, swim lessons, and, on an ancillary basis, for the retail sale of swim apparel and other swimming equipment related to the operation of the swim academy, at premises located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated June 17, 2022, regarding the environmental impacts contemplated by said Petition and concluded that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated February 23, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, advised that the Department of Planning and Development has reviewed the following nine (9) plans prepared by John C. Moccio, R.A., Stony Point, New York, and the following one (1) plan prepared by Joseph Chearmonte, R.A., Bellmore, New York:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED DATE
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A2.1	Exterior Elevations	John C. Moccio, R.A.	05/13/2022
3A of 15	Emergency Exit Plan	Joseph Chearmonte, R.A.	02/26/2016
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of 170 MICHAEL DRIVE LLC, fee owner, and LONG ISLAND SWIM ACADEMY LLC, lessee, for a Special Use Permit to allow for a 13,528 square foot portion of existing building to be used for the operation of a swim academy for swim and water safety instruction, recreational and competitive swimming and therapeutic swimming, swim lessons, and, on an ancillary basis, for the retail sale of swim apparel and other swimming equipment related to the operation of the swim academy, at premises located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, and for Site Plan Approval for said premises, is hereby GRANTED for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, Nassau County, State of New York, known and designated as and by the Lot No. 45 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section 2, situate at Syosset, Town of Oyster Bay, Nassau County, New York", and filed in the Office of the Clerk of the

County of Nassau on July 14, 1960 as Map No. 7316, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the Easterly side of Michael Drive, distant 987.58 feet Southerly from the corner formed by the intersection of the Easterly side of Michael Drive with the Southerly side of Jericho Turnpike;

RUNNING THENCE North 62 degrees 06 minutes 00 seconds East, 579.73 feet;

RUNNING THENCE North 02 degrees 14 minutes 11 seconds West, 80.00 feet;

RUNNING THENCE North 87 degrees 45 minutes 49 seconds East, 50.00 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds East, 280.07 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 487.46 feet to the Easterly side of Michael Drive;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West along the Easterly side of Michael Drive, 70.18 feet to a point;

RUNNING THENCE Northwesterly still along the Easterly side of Michael Drive along the arc of a curve bearing left, having a radius of 260.00 feet, a distance of 109.49 feet to a point;

RUNNING THENCE North 54 degrees 07 minutes 45 seconds West still along the Easterly side of Michael Drive, 49.43 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 170 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 45 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

Resolution No.317-2023

RESOLVED, That the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 2, 2022, the ten (10) plans described herein are hereby approved.

-#-

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

Supervisor Saladino	- 4 -	Aye
Councilwoman Johnson		Aye
Councilman Imbroto		Aye
Councilman Hand		Aye
Councilman Labriola		Aye
Councilwoman Maier		Aye
Councilwoman Walsh		Aye

Reviewed By  
Office of Town Attorney

*James M. McElroy*

### DECLARATION OF RESTRICTIVE COVENANTS

170 MICHAEL DRIVE LLC, fee owner, with a business address of 180 Michael Drive, 109A, Syosset, New York 11791, and LONG ISLAND SWIM ACADEMY SYOSSET LLC, lessee, with a business address of 750f Stewart Avenue, Garden City, New York 11530, (hereinafter collectively referred to as "Declarants"), by this declaration, dated , 2023, declare as follows:

WHEREAS, 170 MICHAEL DRIVE LLC, fee owner, and LONG ISLAND SWIM ACADEMY LLC, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 13,528 square foot portion of existing building to be used for the operation of a swim academy for swim and water safety instruction, recreational and competitive swimming and therapeutic swimming, swim lessons, and, on an ancillary basis, for the retail sale of swim apparel and other swimming equipment related to the operation of the swim academy, at premises located in a Light Industrial ("LI") zone, at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 45, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises (the "Application"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board, by Resolution No. 317 , dated May 9, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at located at 170 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the hours of operation for the active recreation use approved as requested in the Application shall be: Monday through Friday, 9:00 am to 8:00 pm; and Saturday and Sunday, 8:00 am to 2:00 pm.
2. That Declarants shall obtain a Public Assembly license from the Town of Oyster Bay and shall comply with same at all times.
3. That the pool on the premises must be maintained at all times in accordance with all rules and regulations of the Nassau County Department of Health.

4. That any and all lifeguards on the premises will obtain and maintain the necessary training and certification at all times.

5. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

6. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

7. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.

8. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

9. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.

10. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.

11. That all exterior lighting installed at the subject premises shall be directed onto the subject premises and no lighting installed at the subject premises is to be directed onto adjacent properties or roadways.

12. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with nine (9) plans prepared by John C. Moccio, R.A., Stony Point, New York, and one (1) plan prepared by Joseph Chearmonte, R.A., Bellmore, New York, which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A2.1	Exterior Elevations	John C. Moccio, R.A.	05/13/2022
3A of 15	Emergency Exit Plan	Joseph Chearmonte, R.A.	02/26/2016

N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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

14. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

15. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, Nassau County, State of New York, known and designated as and by the Lot No. 45 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section 2, situate at Syosset, Town of Oyster Bay, Nassau County, New York", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot is more particularly bounded and described as follows:

BEGINNING at a point on the Easterly side of Michael Drive, distant 987.58 feet Southerly from the corner formed by the intersection of the Easterly side of Michael Drive with the Southerly side of Jericho Turnpike;

RUNNING THENCE North 62 degrees 06 minutes 00 seconds East, 579.73 feet;

RUNNING THENCE North 02 degrees 14 minutes 11 seconds West, 80.00 feet;

RUNNING THENCE North 87 degrees 45 minutes 49 seconds East, 50.00 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds East, 280.07 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 487.46 feet to the Easterly side of Michael Drive;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West along the Easterly side of Michael Drive, 70.18 feet to a point;

RUNNING THENCE Northwesterly still along the Easterly side of Michael Drive along the arc of a curve bearing left, having a radius of 260.00 feet, a distance of 109.49 feet to a point;

RUNNING THENCE North 54 degrees 07 minutes 45 seconds West still along the Easterly side of Michael Drive, 49.43 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 170 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 45 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set its hand and seal the day and year first above written.

170 MICHAEL DRIVE LLC, fee owner

BY: \_\_\_\_\_

LONG ISLAND SWIM ACADEMY SYOSSET  
LLC, lessee

BY: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, the individual, or the person upon behalf of which the individual acted, executed the instrument.

5

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, 180 MICHAEL DRIVE LLC, fee owner, and ESCAPE VENTURES LLC d/b/a PUZZLE BREAK LONG ISLAND, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 4,301 square foot portion of existing building to be used for active recreational use whereby customers participate in games using teamwork and logic to solve puzzles, mental exercises, and escape-the-room experiences, at premises located in a Light Industrial ("LP") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises;

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated June 17, 2022, regarding the environmental impacts contemplated by said Petition and concluded that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated February 23, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, advised that the Department of Planning and Development has reviewed the following eleven (11) plans prepared by John C. Moccio, R.A., Stony Point, New York:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First and Second Floor Plans	John C. Moccio, R.A.	05/13/2022
A2.1	West and North Elevations	John C. Moccio, R.A.	05/13/2022
A2.2	South and East Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of 170 MICHAEL DRIVE LLC, fee owner, and ESCAPE VENTURES LLC d/b/a PUZZLE BREAK LONG ISLAND, lessee, for a Special Use Permit to allow for a 4,301 square foot portion of existing building to be used for active recreational use whereby customers participate in games using teamwork and logic to solve puzzles, mental exercises, and escape-the-room experiences, at premises located in a Light Industrial ("LI") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and for Site Plan Approval for said premises, is hereby GRANTED for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the part of Lot Number 43 and all of Lot Number 44 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section No. 2, situated at Syosset, Town of Oyster Bay, Nassau County, New York, surveyed August 1959 by Risso, Nelson & Pope, Civil Engineers and

Surveyors, Huntington Station, New York, Revised May 18, 1960", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot and part of lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Michael Drive, distant 1,216.67 feet southeasterly from the corner formed by the intersection of the northeasterly side of Michael Drive with the southeasterly side of Jericho Turnpike;

RUNNING THENCE North 60 degrees 00 minutes 00 seconds East, 487.46 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds West, 427.56 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 291.21 feet to the northeasterly side of Michael Drive;

RUNNING THENCE northwesterly along the northeasterly side of Michael Drive on the arc of a curve bearing to the left, having a radius of 300.00 feet, a distance of 41.86 feet;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West, still along the northeasterly side of Michael Drive, 336.61 feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of that certain Easement and Right of Way Agreement contained in Deed recorded on 6/27/1968 in Liber 7845 page 62

SAID premises being known as and by street address 180 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 44 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

Resolution No.318-2023

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 2, 2022, the eleven (11) plans described herein are hereby approved.

-#-

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 <sup>4</sup>	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney



### DECLARATION OF RESTRICTIVE COVENANTS

180 MICHAEL DRIVE LLC, fee owner, with a business address of 180 Michael Drive, 109A, Syosset, New York 11791, and ESCAPE VENTURES LLC, d/b/a PUZZLE BREAK LONG ISLAND, lessee, with a business address of 2163 Vine Drive, Merrick, New York 11566, (hereinafter collectively referred to as "Declarants"), by this declaration, dated , 2023, declare as follows:

WHEREAS, 180 MICHAEL DRIVE LLC, fee owner, and ESCAPE VENTURES LLC d/b/a PUZZLE BREAK LONG ISLAND, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 4,301 square foot portion of existing building to be used for active recreational use whereby customers participate in games using teamwork and logic to solve puzzles, mental exercises, and escape-the-room experiences, at premises located in a Light Industrial ("LI") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises (the "Application"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board, by Resolution No. 318 , dated May 9, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at located at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the hours of operation for the active recreation use approved as requested in the Application shall be 8:00 am to 12:00 midnight, seven days a week.
2. That Declarants shall obtain a Public Assembly license from the Town of Oyster Bay and shall comply with same at all times.
3. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

4. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

5. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.

6. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

7. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.

8. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.

9. That all exterior lighting installed at the subject premises shall be directed onto the subject premises and no lighting installed at the subject premises is to be directed onto adjacent properties or roadways.

10. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with eleven (11) plans prepared by John C. Moccio, R.A., Stony Point, New York, which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First and Second Floor Plans	John C. Moccio, R.A.	05/13/2022
A2.1	West and North Elevations	John C. Moccio, R.A.	05/13/2022
A2.2	South and East Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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

12. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

13. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the part of Lot Number 43 and all of Lot Number 44 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section No. 2, situated at Syosset, Town of Oyster Bay, Nassau County, New York, surveyed August 1959 by Risso, Nelson & Pope, Civil Engineers and Surveyors, Huntington Station, New York, Revised May 18, 1960", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot and part of lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Michael Drive, distant 1,216.67 feet southeasterly from the corner formed by the intersection of the northeasterly side of Michael Drive with the southeasterly side of Jericho Turnpike;

RUNNING THENCE North 60 degrees 00 minutes 00 seconds East, 487.46 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds West, 427.56 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 291.21 feet to the northeasterly side of Michael Drive;

RUNNING THENCE northwesterly along the northeasterly side of Michael Drive on the arc of a curve bearing to the left, having a radius of 300.00 feet, a distance of 41.86 feet;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West, still along the northeasterly side of Michael Drive, 336.61 feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of that certain Easement and Right of Way Agreement contained in Deed recorded on 6/27/1968 in Liber 7845 page 62

SAID premises being known as and by street address 180 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 44 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set its hand and seal the day and year first above written.

180 MICHAEL DRIVE LLC, fee owner

BY: \_\_\_\_\_

ESCAPE VENTURES LLC, lessee

BY: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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WHEREAS, 180 MICHAEL DRIVE LLC, fee owner, and JOHN ONDRUSH GOLF & FITNESS CENTER LLC, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 9,166 square foot portion of existing building to be used for active recreational use as a golf instruction and training facility, at premises located in a Light Industrial ("LP") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises;

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated June 17, 2022, regarding the environmental impacts contemplated by said Petition and concluded that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated February 23, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, advised that the Department of Planning and Development has reviewed the following eleven (11) plans prepared by John C. Moccio, R.A., Stony Point, New York:

Reviewed By  
Office of Town Attorney  
*Thomas M. Maltko*

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First and Second Floor Plans	John C. Moccio, R.A.	05/13/2022
A2.1	West and North Elevations	John C. Moccio, R.A.	05/13/2022
A2.2	South and East Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of 170 MICHAEL DRIVE LLC, fee owner, and JOHN ONDRUSH GOLF & FITNESS CENTER LLC, lessee, for a Special Use Permit to allow for a 9,166 square foot portion of existing building to be used for active recreational use as a golf instruction and training facility, at premises located in a Light Industrial ("LP") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and for Site Plan Approval for said premises, is hereby GRANTED for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the part of Lot Number 43 and all of Lot Number 44 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section No. 2, situated at Syosset, Town of Oyster Bay, Nassau County, New York, surveyed August 1959 by Risso, Nelson & Pope, Civil Engineers and Surveyors, Huntington Station, New York, Revised May 18, 1960", and filed

in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot and part of lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Michael Drive, distant 1,216.67 feet southeasterly from the corner formed by the intersection of the northeasterly side of Michael Drive with the southeasterly side of Jericho Turnpike;

RUNNING THENCE North 60 degrees 00 minutes 00 seconds East, 487.46 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds West, 427.56 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 291.21 feet to the northeasterly side of Michael Drive;

RUNNING THENCE northwesterly along the northeasterly side of Michael Drive on the arc of a curve bearing to the left, having a radius of 300.00 feet, a distance of 41.86 feet;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West, still along the northeasterly side of Michael Drive, 336.61 feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of that certain Easement and Right of Way Agreement contained in Deed recorded on 6/27/1968 in Liber 7845 page 62

SAID premises being known as and by street address 180 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 44 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

Resolution No.319-2023

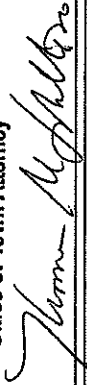
RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 2, 2022, the eleven (11) plans described herein are hereby approved.

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

Supervisor Saladino	- 4 -	Aye
Councilwoman Johnson		Aye
Councilman Imbroto		Aye
Councilman Hand		Aye
Councilman Labriola		Aye
Councilwoman Maier		Aye
Councilwoman Walsh		Aye

Reviewed By  
Office of Town Attorney



### DECLARATION OF RESTRICTIVE COVENANTS

180 MICHAEL DRIVE LLC, fee owner, with a business address of 180 Michael Drive, 109A, Syosset, New York 11791, and JOHN ONDRUSH GOLF & FITNESS CENTER LLC, lessee, with a business address of 4 Patrician Drive, East Northport, New York 11731, (hereinafter collectively referred to as "Declarants"), by this declaration, dated , 2023, declare as follows:

WHEREAS, 180 MICHAEL DRIVE LLC, fee owner, and JOHN ONDRUSH GOLF & FITNESS CENTER LLC, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 9,166 square foot portion of existing building to be used for active recreational use as a golf instruction and training facility, at premises located in a Light Industrial ("LI") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises (the "Application"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board, by Resolution No. 319 , dated May 9, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at located at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the hours of operation for the active recreation use approved as requested in the Application shall be: Monday through Friday, 6:00 am to 9:00 pm; and Saturday and Sunday, 8:00 am to 7:00 pm.
2. That Declarants shall obtain a Public Assembly license from the Town of Oyster Bay and shall comply with same at all times.

3. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

4. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

5. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.

6. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

7. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.

8. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.

9. That all exterior lighting installed at the subject premises shall be directed onto the subject premises and no lighting installed at the subject premises is to be directed onto adjacent properties or roadways.

10. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with eleven (11) plans prepared by John C. Moccio, R.A., Stony Point, New York, which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First and Floor Plan	John C. Moccio, R.A.	05/13/2022
A2.1	West and North Elevations	John C. Moccio, R.A.	05/13/2022
A2.2	South and East Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
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N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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

12. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

13. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the part of Lot Number 43 and all of Lot Number 44 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section No. 2, situated at Syosset, Town of Oyster Bay, Nassau County, New York, surveyed August 1959 by Risso, Nelson & Pope, Civil Engineers and Surveyors, Huntington Station, New York, Revised May 18, 1960", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot and part of lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Michael Drive, distant 1,216.67 feet southeasterly from the corner formed by the intersection of the northeasterly side of Michael Drive with the southeasterly side of Jericho Turnpike;

RUNNING THENCE North 60 degrees 00 minutes 00 seconds East, 487.46 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds West, 427.56 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 291.21 feet to the northeasterly side of Michael Drive;

RUNNING THENCE northwesterly along the northeasterly side of Michael Drive on the arc of a curve bearing to the left, having a radius of 300.00 feet, a distance of 41.86 feet;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West, still along the northeasterly side of Michael Drive, 336.61 feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of that certain Easement and Right of Way Agreement contained in Deed recorded on 6/27/1968 in Liber 7845 page 62

SAID premises being known as and by street address 180 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 44 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set its hand and seal the day and year first above written.

180 MICHAEL DRIVE LLC, fee owner

BY: \_\_\_\_\_

JOHN ONDRUSH GOLF &  
FITNESS CENTER LLC, lessee

BY: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

5

WHEREAS, 180 MICHAEL DRIVE LLC, fee owner, and CROSSFIT SYOSSET ACADEMY, then lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 3,997 square foot portion of existing building to be used for the operation of a Crossfit fitness training center in excess of 1,500 square feet and, on an ancillary basis, for the retail sale of Crossfit apparel and related merchandise, at premises located in a Light Industrial ("LI") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises;

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town was advised on May 5, 2023, that the current lessee of the subject premises is PEAK 180 ATHLETICS LLC; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition and related documents and submitted its memorandum dated June 17, 2022, regarding the environmental impacts contemplated by said Petition and concluded that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated February 23, 2023, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, advised that the Department of Planning and Development has reviewed the following eleven (11) plans prepared by John C. Moccio, R.A., Stony Point, New York:

Reviewed By  
Office of Town Attorney  
*[Signature]*

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
ST1.3	Site Landscape Plan	John C. Moccio, R.A.	05/13/2022
A1.1	Part First and Reflected Ceiling Plans	John C. Moccio, R.A.	05/13/2022
A2.1	West and North Elevations	John C. Moccio, R.A.	05/13/2022
A2.2	South and East Elevations	John C. Moccio, R.A.	05/13/2022
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021
N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action 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. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of 170 MICHAEL DRIVE LLC, fee owner, and CROSSFIT SYOSSET ACADEMY, then lessee, for a Special Use Permit to allow for a 3,997 square foot portion of existing building to be used for the operation of a Crossfit fitness training center in excess of 1,500 square feet and, on an ancillary basis, for the retail sale of Crossfit apparel and related merchandise, at premises located in a Light Industrial ("LI") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and Site Plan Approval for said premises, is hereby GRANTED for the premises described as follows:

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the part of Lot Number 43 and all of Lot Number 44 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section

No. 2, situated at Syosset, Town of Oyster Bay, Nassau County, New York, surveyed August 1959 by Risso, Nelson & Pope, Civil Engineers and Surveyors, Huntington Station, New York, Revised May 18, 1960", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot and part of lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Michael Drive, distant 1,216.67 feet southeasterly from the corner formed by the intersection of the northeasterly side of Michael Drive with the southeasterly side of Jericho Turnpike;

RUNNING THENCE North 60 degrees 00 minutes 00 seconds East, 487.46 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds West, 427.56 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 291.21 feet to the northeasterly side of Michael Drive;

RUNNING THENCE northwesterly along the northeasterly side of Michael Drive on the arc of a curve bearing to the left, having a radius of 300.00 feet, a distance of 41.86 feet;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West, still along the northeasterly side of Michael Drive, 336.61 feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of that certain Easement and Right of Way Agreement contained in Deed recorded on 6/27/1968 in Liber 7845 page 62

SAID premises being known as and by street address 180 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 44 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by 180 MICHAEL DRIVE LLC and PEAK 180 ATHLETICS LLC, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 2, 2022, the eleven (11) plans described herein are hereby approved.

-#-

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 <sup>4</sup>	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
*Thomas M. Salvo*

### DECLARATION OF RESTRICTIVE COVENANTS

180 MICHAEL DRIVE LLC, fee owner, with a business address of 180 Michael Drive, 109A, Syosset, New York 11791, and PEAK 180 ATHLETICS LLC, lessee, with a business address of 180 Michael Drive, Syosset, New York 11791, (hereinafter collectively referred to as "Declarants"), by this declaration, dated \_\_\_\_\_, 2023, declare as follows:

WHEREAS, 180 MICHAEL DRIVE LLC, fee owner, and CROSSFIT SYOSSET ACADEMY, then lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for a 3,997 square foot portion of existing building to be used for the operation of a Crossfit fitness training center in excess of 1,500 square feet and, on an ancillary basis, for the retail sale of Crossfit apparel and related merchandise, at premises located in a Light Industrial ("LI") zone, at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 157, Lot 44, on the Land and Tax Map of Nassau County, and also requested Site Plan Approval for said premises (the "Application"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board on March 7, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town was advised on May 5, 2023, that the current lessee of the subject premises is PEAK 180 ATHLETICS LLC; and

WHEREAS, the Town Board, by Resolution No. 320, dated May 9, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at located at 180 Michael Drive, Syosset, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the hours of operation for the active recreation use approved as requested in the Application shall be: Monday through Friday, 5:00 am to 9:00 pm; and Saturdays and Sundays, 8:00 am to 12:00 midnight.

2. That Declarants shall obtain a Public Assembly license from the Town of Oyster Bay and shall comply with same at all times.

3. That at all times lessee must comply with all rules and regulations of the Nassau County Department of Health and any other regulatory body with jurisdiction over health clubs and gyms.

4. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

6. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.

7. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

8. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.

9. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.

10. That all exterior lighting installed at the subject premises shall be directed onto the subject premises and no lighting installed at the subject premises is to be directed onto adjacent properties or roadways.

11. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with eleven (11) plans prepared by John C. Moccio, R.A., Stony Point, New York, which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 2, 2022, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
ST1.1	Site Parking Plan	John C. Moccio, R.A.	08/05/2022
ST1.2	Site Details	John C. Moccio, R.A.	05/13/2022
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N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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N/A	Lighting Layout Version 4A	John C. Moccio, R.A.	10/21/2021

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

13. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

14. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board.

#### SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the part of Lot Number 43 and all of Lot Number 44 in Block 157 on a certain map entitled, "Map of Syosset Industrial Park, Section No. 2, situated at Syosset, Town of Oyster Bay, Nassau County, New York, surveyed August 1959 by Risso, Nelson & Pope, Civil Engineers and Surveyors, Huntington Station, New York, Revised May 18, 1960", and filed in the Office of the Clerk of the County of Nassau on July 14, 1960 as Map No. 7316, which said lot and part of lot when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Michael Drive, distant 1,216.67 feet southeasterly from the corner formed by the intersection of the northeasterly side of Michael Drive with the southeasterly side of Jericho Turnpike;

RUNNING THENCE North 60 degrees 00 minutes 00 seconds East, 487.46 feet;

RUNNING THENCE South 02 degrees 14 minutes 11 seconds West, 427.56 feet;

RUNNING THENCE South 60 degrees 00 minutes 00 seconds West, 291.21 feet to the northeasterly side of Michael Drive;

RUNNING THENCE northwesterly along the northeasterly side of Michael Drive on the arc of a curve bearing to the left, having a radius of 300.00 feet, a distance of 41.86 feet;

RUNNING THENCE North 30 degrees 00 minutes 00 seconds West, still along the northeasterly side of Michael Drive, 336.61 feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of that certain Easement and Right of Way Agreement contained in Deed recorded on 6/27/1968 in Liber 7845 page 62

SAID premises being known as and by street address 180 Michael Drive, Syosset, New York, and described as Section 15, Block 157, and Lot 44 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set its hand and seal the day and year first above written.

180 MICHAEL DRIVE LLC, fee owner

BY: \_\_\_\_\_

PEAK 180 ATHLETICS LLC, lessee

BY: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss.:

On the            day of                                 in the year 2023, before me, the undersigned,  
personally appeared                                 , personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, or the person upon behalf  
of which the individual acted, executed the instrument.

**Notary Public**

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

On the            day of                                 in the year 2023, before me, the undersigned,  
personally appeared                                 , personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity(ies),  
and that by his/her signature on the instrument, the individual, or the person upon behalf  
of which the individual acted, executed the instrument.

**Notary Public**

Meeting of May 9, 2023

Resolution No. 321-2023

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

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on November 15, 2022, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated May 2, 2023, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 22, pertaining to "installation of traffic control devices on existing streets, roads and highways", and Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or any additional environmental review or other procedural activities,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 22 and Item No. 26; and be it further

RESOLVED, That said Local Law 5 -23, entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY." is hereby adopted and shall take effect immediately upon filing with the Secretary of State; and be it further

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

—#—

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

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

Reviewed By  
Office of Town Attorney  
*Thomas M. Molinaro*

Meeting of May 9, 2023

Resolution No. 322-2023

Reviewed By  
Office of Town Attorney  
Ralph P. Healey

WHEREAS, the Office of the Town Attorney issued a Request for Proposals (RFP), soliciting proposals/quotations from insurance carriers, for policies for general liability (inclusive of automobile liability), law enforcement liability and excess liability, providing \$10,000,000.00 in coverage, with a self-insured retention limit of \$1,250,000.00, for the period commencing May 1, 2023 through May 1, 2024; and

WHEREAS, the aforementioned RFP was sent to twelve (12) brokers, and posted on the Town of Oyster Bay website, where subsequently, the only response/proposal received by the Town was the one submitted by Salerno Brokerage Corporation ("Salerno"); and

WHEREAS, though Salerno, Homesite Insurance Company submitted an acceptable proposal for general liability insurance coverage (inclusive of automobile liability insurance coverage), for the period commencing May 1, 2023 through May 1, 2024, for a premium amount not to exceed \$317,608.83; and

WHEREAS, through Salerno, Greenwich Insurance Company, and Kinsale Insurance Company, submitted an acceptable combined proposal for law enforcement liability insurance coverage, for the period commencing May 1, 2023 through May 1, 2024, for a premium amount not to exceed \$36,093.60; and

WHEREAS, through Salerno, American Alternative Insurance Corporation submitted an acceptable proposal for excess liability insurance coverage, for the period commencing May 1, 2023 through May 1, 2024, for a premium amount not to exceed \$115,117.00;

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated May 5, 2023, recommended that the Town Board procure the forgoing liability insurance policies, from the aforementioned carriers, through Salerno, for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a total annual premium of \$469,417.43; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by said memorandum, advised that Salerno's proposal maintains the Town's current coverage limits of \$10,000,000.00, with a self-insured retention of \$1,250,000.00, for a total premium for all policies for the subject period, not to exceed \$469,417.43; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by said memorandum, further advised that the proposed vendors' disclosure questionnaires had been reviewed, and had satisfied the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and the Office of the Town Attorney is hereby authorized to procure the Town's general liability insurance coverage (inclusive of automobile liability

insurance coverage), law enforcement liability insurance coverage and excess liability insurance coverage from the aforementioned insurance carriers, through Salerno Brokerage Corp., for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a total annual premium of \$469,417.43; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., upon the submission of a duly certified claim 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

322

Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: May 5, 2023

SUBJECT: General, Law Enforcement and Excess Liability  
Insurance Coverage for 2023-2024

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The Office of the Town Attorney recommends that the Town Board authorize the procurement of general liability insurance coverage (inclusive of automobile liability insurance coverage), law enforcement liability insurance coverage, and excess liability insurance coverage, for the term commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a total premium amount for all said insurance coverage not to exceed \$469,417.43.

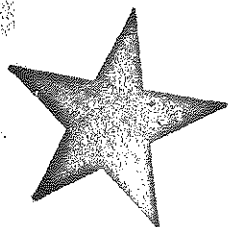
**Introduction**

Since May of 1985, the Town of Oyster Bay has been self-insured. Nevertheless, it has been the Town's policy to procure insurance from outside carriers for additional coverage. The reason for this additional coverage was to protect the Town in situations where potential liability might exceed the Town's self-insured retention limit of one million two hundred fifty thousand dollars (\$1,250,000.00). In particular, the Town has previously procured general liability policies, law enforcement liability, and excess liability insurance.

This office issued a Request for Proposals ("RFP") for the three above-specified types of liability insurance policies. The RFP specified a policy coverage requirement in the amount of \$10,000,000.00, with a self-insured retention amount of \$1,250,000.00, for the period commencing May 1, 2023 through May 1, 2024. Solicitations were sent to twelve (12) insurance brokers. Additionally, a copy of the RFP was posted on the Town of Oyster Bay website. Salerno Brokerage Corp. ("Salerno"), was the only broker to respond to the Town's RFP. Salerno, in turn, approached thirteen (13) insurance carriers, seeking coverage for the Town. The proposals received through Salerno, and submitted to this office are outlined below. For the purposes of clarity, this memorandum divides analysis of the Salerno proposal into three (3) separate parts: general liability coverage, law enforcement liability coverage, and excess liability coverage.

**General Liability Coverage**  
**(Including Automobile Liability)**

Allied Public Risk Program ("Allied"), the Town's current insurer, responded to Salerno's solicitation. Allied submitted a quote through the Homesite Insurance Company ("Homesite"). Homesite is rated "A XV", by AM Best Associates. The "A XV" is a top rating for insurance providers, signifying excellent financial strength and over two billion dollars in reserve assets. Homesite quoted Salerno a premium amount of \$317,608.83. Homesite does not offer coverage for law enforcement liability. Consequently, Salerno submitted a separate, stand-alone proposal for such coverage from other carriers.



### Law Enforcement Liability Coverage

Currently, the Town of Oyster Bay employs thirteen (13) full-time, and twelve (12) part-time bay constables. The Town also employs a number of bay constables during the summer months to assist the regular staff with handling increased activity on Town waters. Pursuant to Section 2.10 (18) of the New York State Criminal Procedure Law, the bay constables of the Town of Oyster Bay are designated as peace officers. These officers are endowed with the power of arrest, the use of both non-lethal and lethal force, the issuance of summonses and the searches and seizures of vessels. Moreover, some of the Town's bay constables carry firearms while performing their duties. Thus, it was necessary for the Town to procure law enforcement liability coverage for these individuals.

For the Town's law enforcement liability coverage, Salerno submitted quotes from two (2) carriers: Greenwich Insurance Company ("Greenwich"), and Kinsale Insurance Company ("Kinsale"). Both Greenwich and Kinsale hold AM Best ratings of "A XV". Greenwich is licensed in the State of New York as an admitted carrier, and submitted a proposal of \$3,000,000.00 as a primary in coverage, subject to a \$500,000.00 retention, for a premium of \$22,934.00. Kinsale is licensed in the State of New York on a non-admitted basis, and submitted a proposal of \$2,000,000.00 in excess of \$3,000,000.00, for a premium of \$13,159.60. Consequently, the total amount of coverage provided by both carriers amounted to \$5,000,000.00, for a total law enforcement liability coverage insurance premium amount of \$36,093.60 (inclusive of all taxes and fees).

### Excess Liability Coverage

Through Salerno, the American Alternative Insurance Corp. (AAIC) submitted a proposal or the renewal of its policy for \$5,000,000.00 in excess coverage for the Town. AAIC quoted a premium of \$115,715.00. This amount included a base premium of \$105,196.00, plus an additional amount of \$10,519.00 for optional terrorism insurance (made available through the federal Terrorism Risk Insurance Act, which the Town elected to purchase as an added precaution).

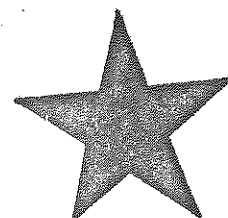
### Premium Total Summary

The total premium summary for the subject coverage period is, as follows:

General Liability:	\$317,608.83	[\$5MM Coverage]
Law Enforcement Liability:	\$ 36,093.60	[\$5M Coverage]
Excess Liability:	\$ 115,715.00	[\$5MM Coverage]

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**TOTAL:** \$469,417.43



### Conclusion

In light of the foregoing, this office makes the following recommendations:

- 1) That the Town Board procure general liability coverage (including automobile liability coverage) from Homesite Insurance Company, through Salerno Brokerage Corp., for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a premium amount not to exceed \$317,608.83.
- 2) That the Town Board procure law enforcement liability insurance coverage from Greenwich Insurance Company, and Kinsale Insurance Company, through Salerno Brokerage Corp., for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a premium amount not to exceed \$36,093.60.
- 3) That the Town Board procure excess liability insurance coverage from the American Alternative Insurance Corp., through Salerno Brokerage Corp., for the period commencing May 1, 2023 through May 1, 2024, for a premium amount not to exceed \$36,093.60, and from the American Alternative Insurance Corp., through Salerno Brokerage Corp., for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a premium amount not to exceed \$115,117.00.
- 4) That the Town Board procure the abovementioned insurance coverages for the subject period, for a total premium amount of \$469,417.43.
- 5) That the Town Board authorize and direct the Town Comptroller to make payment for the abovementioned total premium amount, to Salerno Brokerage Corp., upon the submission of a duly certified claim, therefor, after audit.

The funds for said payment are available in Account No. TWN AMS 1910 43010 602 0000 000. The proposed vendors' disclosure questionnaires have been reviewed, and have satisfied the Town of Oyster Bay Procurement Policy.

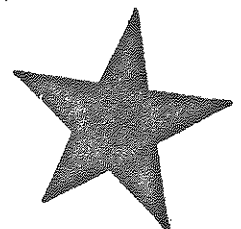
Kindly suspend the rules and place this matter on the Town Board Action Calendar for Tuesday, May 9, 2023.

Very truly yours:

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Deputy Town Attorney

RPH: rph  
Attachments



**SALERNO BROKERAGE CORP.**

TOWNS &amp; VILLAGES RISK MANAGEMENT CORP.

HEALTH &amp; FITNESS RISK MANAGEMENT CORP.

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

April 25, 2023

Paul Ehrlich, Esq.  
Ralph Healey, Esq.  
Town of Oyster Bay  
Town Attorney's Office  
54 Audrey Avenue  
Oyster Bay, NY 11771

RE: Automobile and General Liability Policy- 2023-2024 Proposal- RFP Response

Dear Paul and Ralph:

In response to the Town's Request for Proposals due May 1, 2023, and as the Town's liability program expires shortly, we have canvassed the market to replace or renew coverage for the May 1, 2023-2024 policy period.

**2023 Proposals****Primary \$5,000,000 Limit**

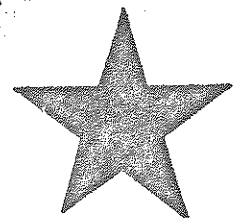
As previously advised, the Town's expiring \$5,000,000 primary coverage with Vantapro through the Allied Public Risk Program was non-renewed, as Vantapro is exiting the Public Entity market.

The Allied Public Risk Program has provided a proposal effective 5/1/2023-2024 with the Homesite Insurance Company. Homesite is rated A XV by AM Best, however, they operate on an excess and surplus lines basis in New York.

The following is a summary of the coverage offered by Homesite. You will note that Homesite cannot provide any Law Enforcement Liability coverage, thus we obtained a stand-alone proposal for \$5,000,000 of Law Enforcement Liability coverage which is described in the balance of this letter.

Coverage	Limit	Retention	Form
General Liability	\$5,000,000	\$1,250,000	Occurrence
Employee Benefits Liability	Included in G.L.	\$1,250,000	Occurrence
Sexual Abuse or Molestation	\$5,000,000	\$1,250,000	Occurrence
Automobile Liability	\$5,000,000	\$1,250,000	

Premium including TRIA	\$306,129.00
Plus NY State Tax (3.6%)	\$ 11,020.64
Plus Stamping Fee (.15%)	\$ 459.19
<b>Total</b>	<b>\$317,608.83</b>



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Town of Oyster Bay

April 25, 2023

**Law Enforcement Liability - \$5,000,000 total liability**

Greenwich Insurance Company, rated A+ XV by AM Best and licensed in the state of New York as an admitted carrier, has provided a primary \$3,000,000 Law Enforcement Liability proposal subject to a \$500,000 retention, and Kinsale Insurance Company, rated A X by AM Best, licensed in the State of New York on a non-admitted basis has provided a \$2,000,000 excess of \$3,000,000 Law Enforcement Liability proposal for a total liability limit of \$5,000,000.

Coverage	Limit	Retention	Form
Law Enforcement Liability	\$3,000,000	\$500,000	Occurrence
Law Enforcement Liability	\$2,000,000 excess \$3,000,000		

**Greenwich Insurance Company:**

Premium plus \$250 carrier fee \$22,934

**Kinsale Insurance Company:**

Premium: \$12,443  
Plus Company Fees: \$250  
Plus NY State Tax (3.6%) \$447.95  
Plus Stamping Fee (.15%) \$18.65  
Total \$13,159.60

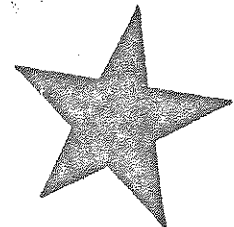
**Total Premium including Taxes and Fees for \$5,000,000 Law Liability: \$36,093.60****Excess \$5,000,000 xs \$5,000,000 Limit**

American Alternative Insurance Corp. has provided a renewal for the \$5,000,000 xs \$5,000,000 coverage.

Limit: \$5,000,000 Excess of the following underlying coverage:

Coverage	Limit
General Liability	\$5,000,000
Employee Benefits Liability	Included in G.L.
Sexual Abuse or Molestation	\$5,000,000*
Automobile Liability	\$5,000,000
Law Enforcement Liability	\$3,000,000
Law Enforcement Liability	\$2,000,000 excess \$3,000,000

\*Sexual Abuse is sub-limited at \$3,000,000 excess of \$5,000,000.

**Premium with TRIA Exclusion: \$105,196****Premium with TRIA Coverage: \$115,715.**

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Town of Oyster Bay

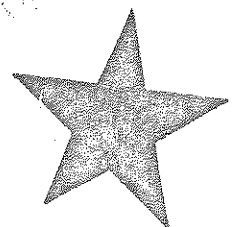
April 25, 2023

**Premium Total Summary:**

Primary \$5MM	\$317,608.83
Law \$5MM	\$ 36,093.60
Excess \$5MM	\$115,715.00 with TRIA
TOTAL	\$469,417.43 with TRIA
TOTAL	\$458,898.43 with TRIA Exclusion on \$5MM xs \$5MM layer

**Markets approached:**

- 1) Berkley Public Entity Managers declined to quote.
- 2) NYMIR advised they are unable to compete with the pricing and program.
- 3) Trident- no longer writing public entity SIR business in New York.
- 4) Travelers declined as they prefer a third party TPA for accounts they write.
- 5) US Specialty – declined to quote the Town's program this year. Their main reason for their declination was due to the thin pricing based upon ratable exposures.
- 6) Chubb- Chubb has declined based on the loss history and challenges with writing in NY.
- 7) Munich- declined due to loss history and location.
- 8) Old Republic- Declined due to auto exposure.
- 9) Safety National- declined to quote unless they can also write the Town's workers compensation.
- 10) Liberty -- Cannot write due to issues with their form, loss history, and location. Cannot write the excess unless quoting all primary lines, so having the EPLI/PO separate is a nonstarter.
- 11) Ambridge- failed to respond in time due to lack of underwriting data.
- 12) Kinsale- quoted \$2MM xs \$3MM law enforcement liability. Proposal attached.
- 13) Greenwich Police Professional quoted a maximum of \$3MM law enforcement liability.





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Town of Oyster Bay

April 25, 2023

The following items are enclosed:

1. Allied Public Risk Proposal with Homesite Proposal – Primary \$5MM Liability
2. Greenwich Insurance Law Enforcement Liability Proposal – Primary \$3MM Law Enforcement
3. Kinsale Excess Law Enforcement Liability Proposal – Excess \$2MM Law Enforcement
4. AAIC Proposal – Excess \$5MM xs \$5MM

Please note that there will be paperwork that must be executed in order to bind coverage. Upon advisement to bind the coverage for 5/1/2023, we will forward under separate cover, the required paperwork.

As a reminder, the current coverage expires on 12:01am on 5/1/2023. In order for coverage to be bound for 5/1/2023, the binding request must be received on 4/28/2023 prior to 3:00pm.

When reviewing alternative proposals, please be mindful of confirming that all the Town's exposures and Loss Information and Loss Details have been provided to the quoting carriers.

As you are aware, the Town has law enforcement liability for the armed bay constables. It is very important that any other quoting carrier provide this coverage to the Town. Because the Town does not have a police department, other brokers, may overlook or underestimate the exposure.

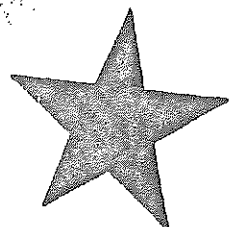
**Reinsurers have continued concerns with liability claims especially in the New York area due to Social Inflation.** Social Inflation is adverse loss development of a liability claim from the initial date of the claim to the closing of that claim, due to the increased costs to defend liability claims, as well as the verdicts that the courts are requiring be paid. As a result, reinsurers are concerned with liability claims both from a defense standpoint and liability limit standpoint. As such many carriers are being forced to restrict liability limits, increase retentions, and increase premiums. This is evident from our marketing results.

Please review the enclosures and advise any questions you may have. We look forward to continuing our work relationship with the Town.

Very truly yours,  
*Maryann K. Aiello*  
Maryann K. Aiello

*Nicole L. Morton*  
Nicole L. Morton

MKA/NLM:nm  
Enclosures



Reviewed By  
Office of Town Attorney  
*Thomas M. H. H. H.*

WHEREAS, INDIA PENTECOSTAL ASSEMBLY, INC., fee owner, has applied for the issuance of Building Permits for the construction of interior and exterior alterations to an approximate 12,722 square foot existing building to be utilized as a place of worship along with associated site improvements at 310A South Oyster Bay Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block 482, Lots 1, 2, and 5 on the Land and Tax Map of Nassau County (the "subject premises"), which is located in a "R1-10" (One-Family Residence) zoning district; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Zoning, Section 246-6 (Site Plan Review) require the applicant to submit plans for Town Board approval prior to the issuance of Building Permits, without the need of a public hearing after receiving approval from the Town of Oyster Bay Planning Advisory Board; and

WHEREAS, after public meetings held before the Planning Advisory Board on September 21, 2021 and November 10, 2021, the Planning Advisory Board adopted Resolution No. 5-2021 on November 10, 2021, which Resolution approved the following eleven (11) plans prepared by Lonnie R. Ruffo, P.E., and the following three (3) plans prepared by William S. Novak, R.A.:

SHEET NO.	TITLE	PREPARED BY	DATE
C-01	Cover Sheet	Lonnie R. Ruffo, P.E.	10/07/21
C-02	Site Alignment Plan	Lonnie R. Ruffo, P.E.	10/07/21
C-03	Site Grading, Drainage and Utility Plan	Lonnie R. Ruffo, P.E.	10/07/21
C-04	Landscape and Schedule Plan	Lonnie R. Ruffo, P.E.	10/07/21
C-05	Landscape Details	Lonnie R. Ruffo, P.E.	10/07/21
C-06	Site Lighting Plan	Lonnie R. Ruffo, P.E.	10/07/21
C-07	Erosion and Sedimentation Control Plan	Lonnie R. Ruffo, P.E.	10/07/21
C-08	Erosion and Sedimentation Control Details	Lonnie R. Ruffo, P.E.	10/07/21
C-09	Site Details and Notes	Lonnie R. Ruffo, P.E.	10/07/21
C-10	Site Details and Notes	Lonnie R. Ruffo, P.E.	10/07/21
C-11	Site Details and Notes	Lonnie R. Ruffo, P.E.	10/07/21
A-050	Proposed Basement Plan	William S. Novak, R.A.	09/08/20
A-100	Proposed First Floor Plan	William S. Novak, R.A.	09/08/20
A-120	Proposed Second Floor Plan	William S. Novak, R.A.	09/08/20

subject to the following conditions and provisions:

1. The site plans listed above shall be strictly adhered to;
2. The Commissioner of the Department of Planning and Development may approve minor adjustments to the approved site plan that are deemed necessary or appropriate, if minor adjustments are consistent with the basic concepts of the approved site plan;
3. The exterior structures, the parking lot, landscaped areas, and all other installations shall be continually maintained and kept neat and in good repair;
4. Installation of a water irrigation system for all landscaping;
5. All garbage and rubbish shall be disposed of in accordance with local standards;
6. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic;
7. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules, and regulations of any and all Town, County, State and/or Federal bodies, departments or agencies thereof; and
8. Approval of the Department of Planning and Development; and

WHEREAS, the Nassau County Planning Commission, by memorandum dated July 28, 2021, deferred this matter to the Town for local determination; and

WHEREAS, the Department of Environmental Resources, after reviewing all of the plans submitted with this application, concluded, in its memorandum dated August 10, 2020, that the proposed action is classified as Type II pursuant to the SEQR Type II Actions List, at 6 NYCRR Sec.617.5(c), Item #18, pertaining to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" and does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memorandum dated March 17, 2023, advised that the Department of Planning and Development reviewed the fourteen (14) plans listed hereinabove, and the following two (2) additional plans:

SHEET NO.	TITLE	PREPARED BY	DATE
A-300	Proposed North & West Exterior Elevations	William S. Novak, R.A.	02/07/20
A-301	Proposed South & East Exterior Elevations	William S. Novak, R.A.	02/07/20

and;

WHEREAS, said Commissioner further reported that the plans submitted, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review,

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, dated March 17, 2023, the sixteen (16) plans set forth hereinabove are hereby approved; and be it further

RESOLVED, That the application of INDIA PENTACOSTAL ASSEMBLY INC., fee owner, for the issuance of Building Permits for the construction of interior and exterior alterations to an approximate 12,722 square foot existing building to be utilized as a place of worship along with associated site improvements at 310A South Oyster Bay Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block 482, Lots 1, 2, and 5 on the Land and Tax Map of Nassau County (the "subject premises"), which is located in a "R1-10" (One-Family Residence) zoning district, is hereby APPROVED, subject to the conditions as set forth in Resolution No. 5-2021 of the Town of Oyster Bay Planning Advisory Board adopted on November 10, 2021.

-#-

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