

Meeting of October 17, 2023

Resolution No. TF-13-2023

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
066-23	DPW	\$75,000.00	DPW A 1640 46420 000 0000
			TO
		\$75,000.00	DPW A 1640 41240 000 0000
067-23	DPW	\$15,000.00	FROM
			DPW DB 5142 48900 000 0000
			TO
		\$15,000.00	DPW DB 5142 25000 000 0000
			FROM
		\$10,000.00	DPW DB 5142 48900 000 0000
			TO
		\$10,000.00	DPW DB 5142 41600 000 0000
068-23	DPW	\$25,000.00	FROM
			DPW A 1640 41280 000 0000
			TO
		\$25,000.00	DPW A 1640 41220 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

2A

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 22, 2023

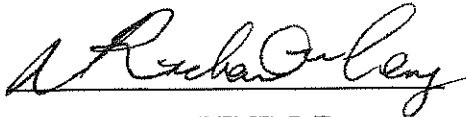
**TO:** MEMORANDUM DOCKET  
**FROM:** RICHARD W. LENZ, P.E., COMMISSIONER OF PUBLIC WORKS  
**SUBJECT:** TRANSFER OF FUNDS

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Kindly arrange to transfer funds for the C.V.M. Division as follows:

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>INCREASE:</u>		
DPW-A-1640-41240-000-0000	TIRES & TUBES	\$75,000.00
<u>DECREASE:</u>		
DPW-A-1640-46420-000-0000	OUTSIDE REPAIRS	\$75,000.00

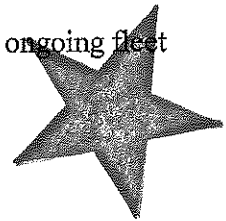
This transfer is necessary to provide sufficient funds in order to purchase tires for ongoing fleet service throughout the CVM shops.



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

RWL/MC/taw

c: Robert Tassone, Storekeeper I



2B

TOWN OF OYSTER BAY  
Inter-Departmental Memo

9/25/2023

TO: MEMORANDUM DOCKET


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


**SUBJECT: TRANSFER OF FUNDS 2023**

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> DPW DB 5142 48900 000 0000	SNOW REMOVAL	\$25,000.00
<u>To:</u> DPW DB 5142 25000 000 0000	GENERAL EQUIPMENT	\$15,000.00
DPW DB 5142 41600 000 0000	MATERIAL & SUPPLIES	\$10,000.00

This transfer is needed to purchase equipment, material, and supplies for the 2023/2024 Snow Season.

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

RWL/dp  
 C: Comptroller's Office

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## Don Pascucci

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**From:** Rob Darienzo  
**Sent:** Monday, September 25, 2023 1:18 PM  
**To:** Don Pascucci  
**Cc:** John Tassone  
**Subject:** RE: Message from "RNP0026736336ED"

Don,

Looks good to me, feel free to proceed.

Regards,  
Rob

-----Original Message-----

**From:** Don Pascucci <dpascucci@oysterbay-ny.gov>  
**Sent:** Monday, September 25, 2023 8:54 AM  
**To:** Rob Darienzo <rdarienzo@oysterbay-ny.gov>  
**Cc:** John Tassone <jtassone@oysterbay-ny.gov>  
**Subject:** FW: Message from "RNP0026736336ED"

Hi Rob,

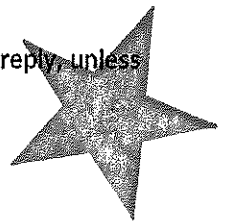
DPW/Highway, is requesting your approval to fund the equipment line (25000), and Material & Supplies line (41600) under the snow account. Attached for your review is a copy of the transfer of funds, and a copy of a requisition for material, supplies, and equipment to be used for snow removal.

Best,  
Don Pascucci

-----Original Message-----

**From:** ricoh@oysterbay-ny.gov <ricoh@oysterbay-ny.gov>  
**Sent:** Monday, September 25, 2023 8:56 AM  
**To:** Don Pascucci <dpascucci@oysterbay-ny.gov>  
**Subject:** Message from "RNP0026736336ED"

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!



This E-mail was sent from "RNP0026736336ED" (Aficio MP 2352).

Scan Date: 09.25.2023 08:55:41 (-0400)  
Queries to: ricoh@oysterbay-ny.gov



2A

TOWN OF OYSTER BAY

Inter-Departmental Memo

Date: October 3, 2023

TO: MEMORANDUM DOCKET

FROM: RICHARD W. LENZ P.E., COMMISSIONER OF DPW


SUBJECT: TRANSFER OF FUNDS/ AMENDMENT TO THE 2023 OPERATING BUDGET

Kindly arrange to transfer funds for the C.V.M. Division as follows:

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
TRANSFER FROM:		
DPW-A-1640-41280-000-0000	COMPRESSED NATURAL GAS	\$25,000.00
TRANSFER TO:		
DPW-A-1640-41220-000-0000	OTHER OILS, LUBE, ETC.	\$25,000.00

This transfer is necessary to provide sufficient funds to pay outstanding invoices.

DPW-A-1640-41220-000-0000 – Oils/ lube due to increased cost and use.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER OF DPW

MC/RWL/da

C: Michael Cipriano, Division Head CVM  
Robert Tassone, Automotive Equipment Inspector

Meeting of October 17, 2023

Resolution No. 739-2023

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 21, 2023 requested that the Town Board authorize the Department of Community and Youth Services to enter into an Agreement with the Nassau County Department of Human Services, to receive grant funding from Nassau County, for youth program services, in an amount not to exceed \$65,000.00, from which sum the Town shall distribute \$1,346.00 to the Incorporated Village of Bayville, for the period commencing from January 1, 2023 through December 31, 2023, *nunc pro tunc*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Town Supervisor, and/or his duly appointed designee, to execute the abovementioned Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Town of Oyster Bay Department of Community and Youth Services is to receive grant funding from Nassau County, for youth program services, in an amount not to exceed \$65,000.00, from which sum the Town shall distribute \$1,346.00 to the Incorporated Village of Bayville, for the period commencing from January 1, 2023 through December 31, 2023, *nunc pro tunc*; and be it further

RESOLVED, That the Town Supervisor, and/or his duly appointed designee, is hereby authorized to execute the abovementioned Agreement; and be it further

RESOLVED, That the funds for said payment to the Incorporated Village of Bayville shall be drawn from Account No. CYS A 7020.47620 000 0000.

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Reviewed By  
Office of Town Attorney  
Ruth P. Deady

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memo

September 21, 2023

To: Memorandum Docket

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

Subject: Agreement for Youth Services Grant

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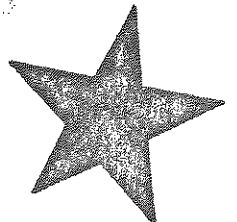
The Department of Community & Youth Services is requesting Town Board authorization to enter into an Agreement with the Nassau County Department of Human Services to receive grant funding for youth program services. The contract services are nunc pro tunc to the period beginning January 1, 2023 and ending December 31, 2023 in the amount of \$65,000.00. The grant funding for the 2022 program year was approved by Town Board Resolution No.768-2022, dated October 25, 2022.

As was the case in previous years and according to the terms of the Agreement, the Town of Oyster Bay must distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville for reimbursement of their youth program. Attached is a letter, from the Executive Director of the Nassau County Department of Human Services, informing us that we have been awarded the funds. The Agreement will be forwarded to the Town Attorney's Office for "approval as to form" once it has been received.

Therefore, it is respectfully requested that the Town Board authorize the Agreement, with the Nassau County Department of Human Services, for youth program Services, nunc pro tunc, to January 1, 2023 and further authorize the Supervisor and/or his designee to execute said agreement. Funds will be distributed to the Village of Bayville from account CYS A 7020.47620 000 0000.

  
Maureen A. Fitzgerald  
Commissioner

MAF:iw  
Attachments



Meeting of October 25, 2022

Resolution No. 768-2022

WHEREAS, Pursuant to Resolution No. 20-2022, adopted on January 25, 2022, the Town Board authorized the Town Supervisor, or his duly appointed designee, to execute a contract between the Town of Oyster Bay and the Nassau County Department of Human Services, for program services with the County, providing funding in an amount not to exceed \$65,000.00, of which the Town was to distribute \$1,346.00 to the Incorporated Village of Bayville, for the period from January 1, 2021 through December 31, 2021; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 6, 2022, requested that the Town Board authorize the Department of Community and Youth Services to enter into an Agreement with the Nassau County Department of Human Services to receive grant funding from the County, for youth program services, nunc pro tunc, for the period from January 1, 2022 through December 31, 2022, pursuant to the abovementioned previous year's contract terms; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, requested further, that the Town Board authorize the Town Supervisor, or his duly appointed designee, to execute the abovementioned Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby approved, and the Town of Oyster Bay Department of Community and Youth Services is hereby authorized to enter into an Agreement with the Nassau County Department of Human Services, to receive grant funding from the County, for youth program services, in an amount not to exceed \$65,000.00, of which the Town shall distribute \$1,346.00 to the Incorporated Village of Bayville, nunc pro tunc, for the period from January 1, 2022 through December 31, 2022; and be it further

RESOLVED, That the Town Supervisor, or his duly appointed designee, is hereby authorized to execute the abovementioned Agreement

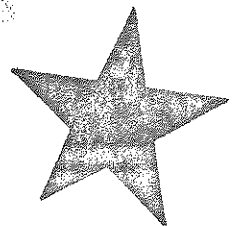
RESOLVED, That the funds for said payment to the Incorporated Village of Bayville shall be drawn from Account No. CYS A 7020.47620 000 0000.

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

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

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



BRUCE A. BLAKEMAN  
COUNTY EXECUTIVE



COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF YOUTH SERVICES

60 Charles Lindbergh Boulevard Unlondale, New York 11553  
Phone: (516) 227-7134 Fax: (516) 227-7107

JILL D. NEVIN  
COMMISSIONER

LADONNA TAYLOR  
EXECUTIVE DIRECTOR

RIZWAN QURESHI  
CHAIRMAN  
NASSAU COUNTY YOUTH BOARD

September 18, 2023

To: Iris Williams  
Procurement Division Director  
Community & Youth Services  
Town of Oyster Bay  
977 Hicksville Road  
Massapequa, NY, 11758

Ms. Williams,

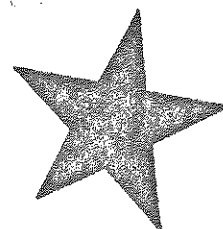
Please let this letter document receipt of funding for 2023 Office of Children and Family Services (OCFS) funds received by the Town of Oyster Bay in the amount of \$65,000.00.

If you have any questions please feel free to contact Keith Gerber at (516) 227-7127 or [Keith.Gerber@hhsnassaucountyny.us](mailto:Keith.Gerber@hhsnassaucountyny.us).

Sincerely,

A handwritten signature in cursive script, appearing to read "Mrs. L. Taylor".

Ladonna Taylor  
Executive Director,  
Nassau County Department of Human Services  
Office of Youth Services



Reviewed By  
Office of Town Attorney  
*Maureen A. Fitzgerald*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 21, 2023, requested that the Town Board authorize the Department to present a Senior Citizen Holiday Luncheon at The Piermont, located at 494 Fire Island Avenue, Babylon, New York 11702, on Wednesday, December 6, 2023, at a cost of \$65.00 per person for Town of Oyster Bay residents, and \$75.00 per person for non-residents, with said Luncheon to include a full sit-down lunch with unobstructed views of the Great South Bay, entertainment, dancing, and bus transportation from previously established Town of Oyster Bay locations; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Commissioner of the Department of Community and Youth Services to make adjustments, deletions and/or changes, regarding the luncheon, provided that, in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that that the Senior Citizen Holiday Luncheon will be conducted pursuant to the Department's procedures for self-sustaining accounts and that the Department shall collect the aforementioned funds as an administrative convenience,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Community and Youth Services is hereby authorized to present a Senior Citizen Holiday Luncheon at The Piermont, located at 494 Fire Island Avenue, Babylon, New York 11702, on Wednesday, December 6, 2023, at a cost of \$65.00 per person for Town of Oyster Bay residents, and \$75.00 per person for non-residents; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services is hereby authorized to make adjustments, deletions and/or changes, regarding the luncheon, provided that, in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference.

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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

September 21, 2023


TO: Memorandum Docket  
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Senior Holiday Luncheon

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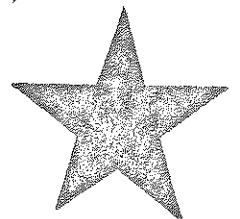
The Department of Community & Youth Services is requesting Town Board authorization to present the annual "Senior Holiday Luncheon" at The Piermont, 494 Fire Island Avenue, Babylon, NY 11702 on Wednesday, December 6, 2023. The venue is located on the Great South Bay and offers unobstructed views for all to enjoy. The event will include a full sit-down luncheon, entertainment, dancing and bus transportation if needed from previously established Town of Oyster Bay locations. The cost will be \$65.00 per person for Town residents and \$75.00 per person for non-residents.

The Department will collect the funds as an administrative convenience and the luncheon will be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts. Last year, the event was authorized by Town Board Resolution # 806-2022, dated November 15, 2022.

The Department also requests authorization for the Commissioner of Community & Youth Services to make adjustments, deletions or changes.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab  
Attachment



Meeting of November 15, 2022

Resolution No.806-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 20, 2022, requested that the Town Board authorize the Department to present a Senior Citizen Holiday Luncheon at the Crest Hollow Country Club, located at 8325 Jericho Turnpike Woodbury, New York 11797, on Friday, December 16, 2022, at a cost of \$52.00 per person for Town of Oyster Bay residents, and \$62.00 per person for non-residents, with said Luncheon to include a complete lunch, entertainment, Town Bus transportation from previously established Town of Oyster Bay locations and valet parking service for those individuals driving themselves; and

WHEREAS, Commissioner Fitzgerald, by said memorandum further requested that the Town Board authorize the Commissioner of the Department of Community and Youth Services to make adjustments, deletions and/or changes, provided that, in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Office of the Inspector General, in consultation and agreement with the Office of the Town Attorney, has determined that the Department of Community and Youth Services may proceed with said program, as presented, that the Senior Citizen Holiday Luncheon is to be conducted pursuant to the Department's procedures for self-sustaining accounts and that the Department shall collect the aforementioned funds as an administrative convenience,

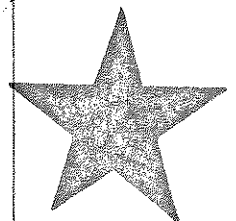
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Community and Youth Services is hereby authorized to present a Senior Citizen Holiday Luncheon at the Crest Hollow Country Club, on Friday, December 16, 2022, at a cost of \$52.00 per person for Town of Oyster Bay residents, and \$62.00 per person for non-residents; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services is hereby authorized to make adjustments, deletions and/or changes, provided that, in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference.

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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  
*Ralph P. Healey*



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

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 21, 2023, requested that the Town Board authorize the Department to enter into an Agreement, as negotiated, with Louis Del Prete, c/o Louis Del Prete, LLC, P.O. Box 294, Deer Park, New York 11729, to provide musical entertainment services for the Department's Senior Citizen Holiday Luncheon, to be held on Wednesday, December 6, 2023, at The Piermont, located at 494 Fire Island Avenue, Babylon, New York 11702, for an amount not to exceed \$900.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Town Supervisor, or his duly appointed designee and/or the Commissioner of the Department of Community and Youth Services, to execute said Agreement, with Louis Del Prete; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the funds for said payment are available in Account No. CYS A 7020 47660 000 0000, Special Events; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Community and Youth Services is hereby authorized to enter into an Agreement, as negotiated, with Louis Del Prete, c/o Louis Del Prete, LLC, P.O. Box 294, Deer Park, New York 11729, to provide musical entertainment services for the Department's Senior Citizen Holiday Luncheon, to be held on Wednesday, December 6, 2023, at The Piermont, located at 494 Fire Island Avenue, Babylon, New York 11702, for an amount not to exceed \$900.00; and be it further

RESOLVED, That the Town Supervisor, his duly authorized designee and/or the Commissioner of the Department of Community and Youth Services are hereby authorized to execute said Agreement with Louis Del Prete; and be it further

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

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

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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

September 21, 2023

TO: Memorandum Docket  
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Musician Services for "Senior Holiday Luncheon"

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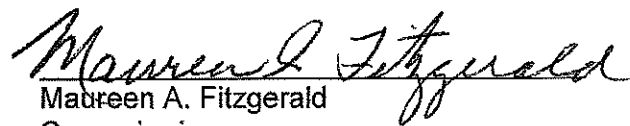
The Department of Community & Youth Services is requesting Town Board authorization to employ the services of Mr. Louis Del Prete to provide entertainment for the "Senior Holiday Luncheon" scheduled to be held on Wednesday, December 6, 2023 at The Piermont in Babylon.

The total cost for the performance will be \$900.00. Funds for the fees are available in Account CYS A 7020 47660 000 0000, Special Events.

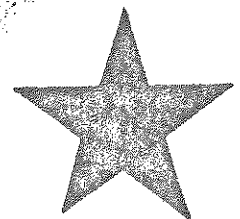
Check Payable to:  
Louis Del Prete, LLC  
PO Box 294  
Deer Park, NY 11729

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

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab  
Attachments



**Contract**

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

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

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

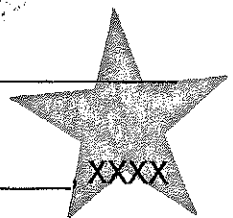
—————→ CONTRACTOR

—————→ DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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



Reviewed By  
Office of Town Attorney  
*[Signature]*

**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Louis Del Prete LLC, located at PO Box 294, Deer Park, New York 11729 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Louis Del Prete, LLC

Date: December 6, 2023

Location: The Piermont in Babylon

Amount: \$900.00

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

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

LOUIS DEL PRETE, LLC

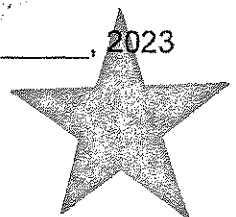
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023

TOWN OF OYSTER BAY

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

DATE: \_\_\_\_\_, 2023



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 21, 2023, requested Town Board authorization for the Town to enter into an agreement, negotiated and approved by the Office of the Town Attorney, to employ the services of Mayhem Long Island, 33 Carriage Lane, Plainview, N.Y. 11803, to provide entertainment for Group Activities Program (GAP) participants, on Friday, December 1, 2023 at the North Massapequa Community Center; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that there will be no cost for this service, and further advised, that this performer is exempt from the Town's Exiger requirements,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Commissioner, Department of Community and Youth Services, is hereby authorized to execute an agreement, negotiated and approved by the Office of the Town Attorney, for the Town to employ the services of Mayhem Long Island, 33 Carriage Lane, Plainview, N.Y. 11803, to provide entertainment for Group Activities Program (GAP) participants, on Friday, December 1, 2023 at the North Massapequa Community Center, at no cost to the Town.

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Reviewed By  
Office of Town Attorney  
*[Signature]*

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

Supervisor Saladino	Aye
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

September 21, 2023

TO: Memorandum Docket

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

SUBJECT: Services for GAP

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The Department of Community & Youth Services requests Town Board authorization to utilize the services of Mayhem Long Island to provide entertainment for the Group Activities Program (GAP). Mayhem Long Island of 33 Carriage Lane, Plainview, NY 11803 will provide entertainment on Friday, December 1, 2023 at the North Massapequa Community Center.

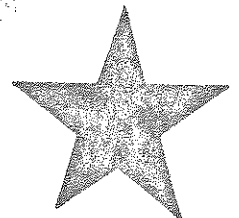
There is no fee for this service. Due to the nature of this performance for the Group Activities Program, this performer is exempt from the Town's Exiger requirements.

Earlier this year, the services were authorized by Town Board Resolution # 2-2023, dated January 10, 2023.

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:jd  
Attachments



Meeting of January 10, 2023

Resolution No.2-2023

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated December 1, 2022, requested Town Board authorization for the Town to enter into an agreement, negotiated and approved by the Office of the Town Attorney, to employ the services of Mayhem Long Island, 33 Carriage Lane, Plainview, N.Y. 11803, to provide entertainment for Group Activities Program (GAP) participants, on Tuesday, January 17, 2023, at the Syosset-Woodbury Community Center; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that there will be no cost for this service, and further advised, that the Office of the Inspector General is satisfied that the requirements of the Town's Procurement Policy have been fulfilled,

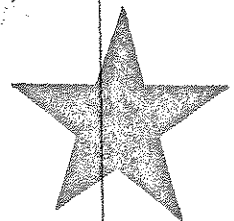
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Commissioner, Department of Community and Youth Services, is hereby authorized to execute an agreement, negotiated and approved by the Office of the Town Attorney, for the Town to employ the services of Mayhem Long Island, 33 Carriage Lane, Plainview, N.Y. 11803, to provide entertainment for Group Activities Program (GAP) participants, on Tuesday, January 17, 2023, at the Syosset-Woodbury Community Center, at no cost to the Town.

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*R.P. De*  
Reviewed By  
Office of Town Attorney  
*Elyse A. Tugli*

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

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



**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Mayhem Long Island., located at 33 Carriage Lane, Plainview, New York 11803 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Services by: Mayhem Long Island.  
Date: December 1, 2023  
Location: Syosset-Woodbury Community Center  
Amount: No Charge

CONTRACTOR agrees to perform these services at no charge.

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

MAYHEM LONG ISLAND

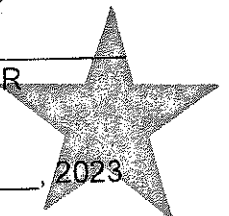
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023

TOWN OF OYSTER BAY

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

DATE: \_\_\_\_\_, 2023





Contract No.: XXX-XXXX

### Contract

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

Performance by: XXXXXXXXXXXX  
Date: XXXXXXXXXXXX  
Location: XXXXXXXXXXXX  
Amount: \$XXX.XX

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
CONTRACTOR

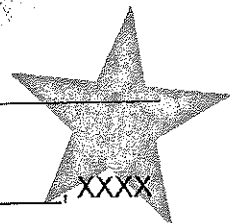
\_\_\_\_\_  
DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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

Reviewed By  
Office of Town Attorney  
*[Signature]*



Meeting of October 17, 2023

Resolution No. 743-2023

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 21, 2023, requested Town Board authorization for the Town to enter into an agreement, negotiated and approved by the Office of the Town Attorney, to employ the services of Timothy Aldridge, 38 Constable Lane, Levittown, N.Y. 11756, to provide entertainment for Group Activities Program (GAP) participants, on Friday, November 3, 2023, at the Syosset-Woodbury Community Center; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the total cost of this service is \$300.00, which will be paid by Friends of the Community Services Dept., Inc., at no cost to the Town; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the vendor's Disclosure Questionnaire has been reviewed and the requirements of the Town's Procurement Policy have been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Commissioner, Department of Community and Youth Services is hereby authorized to execute an agreement, negotiated and approved by the Office of the Town Attorney, for the Town to employ the services of Timothy Aldridge, to provide entertainment for Group Activities Program (GAP) participants on Friday, November 3, 2023, at the Syosset-Woodbury Community Center for an amount not to exceed \$300.00, with said amount paid by the Friends of the Community Services Department, Inc.

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Reviewed By  
Office of Town Attorney

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

September 21, 2023

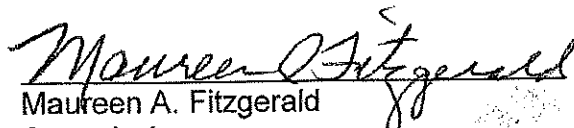
TO: Memorandum Docket  
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Services for GAP

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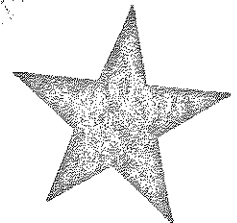
The Department of Community & Youth Services requests Town Board authorization to employ the services of Timothy Aldridge of 38 Constable Lane, Levittown, NY 11756 on Friday, November 3, 2023 at the Syosset-Woodbury Community Center. He will be providing entertainment for GAP Program participants.

The total cost of these services is \$300.00 which will be paid by Friends of the Community Services Dept., Inc. The proposed vendor's Disclosure Questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:jd



**Contract**

This Contract, made by and between the Friends of the CS Department, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "FRIENDS") and Timothy Aldridge, located at 38 Constable Lane, Levittown, NY 11756 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Timothy Aldridge  
Date: Friday, November 3, 2023  
Location: Syosset-Woodbury Community Center  
Amount: \$300.00

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

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

TIMOTHY ALDRIDGE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, 2023

Contract No.: XXX-XXXX

### Contract

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

Performance by: XXXXXXXXXXXX  
Date: XXXXXXXXXXXX  
Location: XXXXXXXXXXXX  
Amount: \$XXX.XX

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
CONTRACTOR

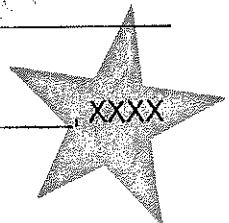
\_\_\_\_\_  
DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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

Reviewed By  
Office of Town Attorney  
*[Signature]*



Meeting of October 17, 2023

Resolution No. 744-2023

Reviewed By  
Office of Town Attorney  
*7/11/23*  
*America Waite*

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated September 18, 2023, recommended that the Town Board authorize payment of a refund in the amount of \$600.00 to Abbas Mehmood, 43 McKinley Avenue, Farmingdale NY 11735, for a portion of the fees paid for Building Permit No. P21100580, dated April 19, 2023, for construction done at 43 McKinley Avenue, Farmingdale, NY 11735 to maintain four (4) air conditioning units, when in fact only two (2) air conditioning units had been installed on the subject property;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund in the amount of \$600.00 to Abbas Mehmood, for the overcharging of two (2) additional air conditioning units on Building Permit No. P21100580 and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PAD B 0001 02555 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

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

September 18, 2023

**TO:** MEMORANDUM DOCKET

**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**SUBJECT:** RESIDENT REFUND - ABBAS MEHMOOD

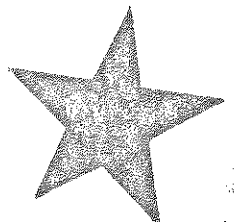
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Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number P21100580, dated April 19, 2023, for construction to be done at 43 McKinley Avenue, Farmingdale, New York 11735. The property owner, Abbas Mehmood, was charged to maintain four air conditioning units when two air conditioning units had been installed on the subject property.

Therefore, in light of the aforementioned facts, a six hundred dollar (\$600.00) refund for the overcharging of two additional air conditioning units on Building Permit Number P21100580 should be refunded to Abbas Mehmood, 43 McKinley Avenue, Farmingdale, New York 11735 under account number PAD B 0001 02555 000 0000.

  
TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

TRZ:km



WHEREAS, Mike Hammond, Chapter Director, American Legion Riders, 66 Veterans Boulevard, Massapequa, New York 11758, by email dated August 25, 2023, requested the use of Municipal Parking Field M-11, Massapequa, from 7:00 a.m. to 7:00 p.m., on Sunday, October 15, 2023, posting of temporary "No Parking" signs, as well as the use of ten (10) barricades and twenty-five (25) cones, for the Organization's Swap Meet Event, to be held on Sunday, October 15, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated September 28, 2023, advised that the Highway Division has no objection to American Legion Riders utilizing Municipal Parking Field M-11 from 7:00 a.m. to 7:00 p.m., on Sunday, October 15, 2023, and will install "No Parking" signs to close the parking field for the aforementioned event, and advised that the Highway Division can supply ten (10) barricades and twenty-five (25) cones for the event;

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, nunc pro tunc, and the Town Board hereby ratifies the Highway Division having provided American Legion Riders with use of Municipal Parking Field M-11, Massapequa, from 7:00 a.m. to 7:00 p.m., on Sunday, October 15, 2023, posting of temporary "No Parking" signs as well as the use of ten (10) barricades and twenty-five (25) cones, to conduct the Organization's Swap Meet Event, held on Sunday, October 15, 2023, subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner, 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 event;
3. The said organization shall file a Certificate of Insurance 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 and naming the Town of Oyster Bay as an additional insured, and a hold harmless agreement in favor of the Town in connection with the afore-described activity; and

-#-

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

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

Reviewed By  
Office of Town Attorney



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

September 28, 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** AMERICAN LEGION RIDERS SWAP MEET EVENT  
OCTOBER 15<sup>TH</sup> 2023  
(NUNC PRO TUNC)

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Enclosed please find a copy of the letter from Mike Hammond, Chapter Director, of American Legion Riders, requesting our assistance in conducting their Swap Meet Event, on Sunday, October 15<sup>th</sup> 2023.


The Highway Division has no objection to the American Legion Riders utilizing the Municipal Parking Field M-11 in Massapequa on Sunday, October 15<sup>th</sup> 2023 for their event from 7:00 am until 7:00 pm and will post temporary "No Parking" sign for the above mentioned dates and times.

The Highway Division also has no objection to providing ten (10) barricades and twenty five (25) cones for the event as well.

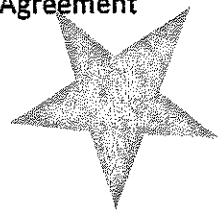
Also attached is a Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event, therefore, Town Board approval is requested.



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

 RWL/kaz  
Attachments

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



## Ann Lettal

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**From:** Ann Lettal  
**Sent:** Friday, August 25, 2023 2:07 PM  
**To:** klettal1@gmail.com; 'KLETTAL@OPTONLINE.NET'  
**Subject:** FW: Permit for lot - Sun Oct 15th

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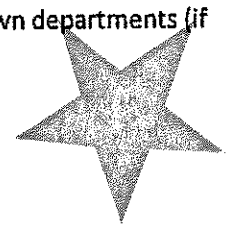
**From:** Ann Lettal  
**Sent:** Friday, August 25, 2023 10:34 AM  
**To:** Kurt Lettal <klettal@oysterbay-ny.gov>  
**Cc:** 'alettal1@optonline.net' <alettal1@optonline.net>  
**Subject:** Permit for lot - Sun Oct 15th

The American Legion Riders (ALR) are a new Chapter of Motorcycle Enthusiasts that originate from the American Legion Post 1066 in the Town of Oyster Bay's beautiful Massapequa. We are a small brotherhood of Veterans and Sons of the AL at the moment, with the hope of growing our Chapter to include others with the same passions of riding and helping to raise awareness and funds for an array of Veteran's Organizations.

We would like to begin our Chapter's journey by hosting a SWAP MEET on Sunday, October 15<sup>th</sup>, 2023 in the Parking lot ( TOB lot #M-11) next to the American Legion Post 1066 (located at 66 Veterans Blvd, Massapequa, NY 11758). The event would include a number of vendors while allowing participants to show off their motorcycles. Our purpose is to introduce our Chapter to other Motorcycle Enthusiasts while raising funds for various Veteran's Organizations.

We are asking for the Town's permission to utilize TOB lot #M-11, in its entirety, on Sunday, October 15<sup>th</sup>, 2023 between the hours of 7am to 7pm. We are also requesting the use of the following equipment from the Town departments (if available):

- Use of 10 barricades (to be dropped off on Saturday, October 14<sup>th</sup>, 2023)
- Use of 25 traffic cones
- Town sweeper to clean the lot the day before the event



Your consideration is appreciated, and we look forward to hearing from your office.

Mike Hammond  
American Legion Riders – Chapter Director  
Phone:  
Email:

Tom Alberda – Chapter Ass't Director  
Kurt Lettal – Chapter Secretary

**CHUBB**

ACE Property And Casualty Insurance Company

**Businessowners  
Policy Declarations**

This Policy is issued by the stock insurance company listed above insurer

Policy Number: D96732004  
Renewal of: CLUNYD967320043NNamed Insured & Principal Address:  
AMERICAN LEGION MASSAPEQUA POST  
1066,  
66 VETERANS BLVD  
Massapequa, NY 11758Policy Period: From 01-13-2023 To 01-13-2024  
12:01 AM Standard Time at your Principal  
address shown

ADVANCED PREMIUM \$6,296.48

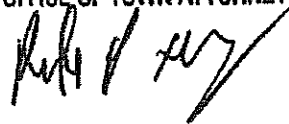
Admitted Status: Admitted

Auditable/Not Auditable: Yes  
Auditable Period: AnnualIN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH  
YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY

Business Description: Clubs/Associations

Section 1. PROPERTY

Coverage	Limit of Insurance	Deductible	Revised Period of Indemnity	Premium
Business Income and Extra Expense Limit of Insurance	Actual Loss Sustained	72 hours	12 Months	Included

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

BOP-43591f(11/20)

© 2017

Page 1 of 5

Described Premises: 86 VETERANS BLVD, Massapequa, NY 11758

Prem. No.	Build No.	Coverage(s)	Limit Of Insurance	Deductible	Valuation	Coinsurance	Premium
1	1	Building	\$3,127,774	\$1,000	Replacement Cost	Waived	\$1,965.00
1	1	Business Personal Property	\$267,500		Replacement Cost		\$598.00

Coverage	Limit of Insurance	Deductible	Premium
Equipment Breakdown Protection Coverage	Included	72 hours/\$1,000	\$830

#### WIND COVERAGE

Windstorm or Hail Deductible Percentage  
Wind Deductible Dollar Amount

N/A  
\$1,000

Wind Excluded  
Wind Premium:

No  
Included

#### OPTIONAL COVERAGE DEDUCTIBLE \$500

(applies to Money and Securities, Employee Dishonesty, Outdoor Signs, Forgery or Alteration, Change in Controlled Environment - Perishable Property)

#### ADDITIONAL COVERAGES (Optional)

##### EMPLOYEE DISHONESTY

Limit of Insurance

\$200,000

Total Employee Dishonesty Premium: \$351

Total Terrorism (TRIA) Premium: \$84  
Total Property Premium: \$3,393

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

*[Signature]*

#### Section 2. LIABILITY

Described Premises: 86 VETERANS BLVD, Massapequa, NY 11758

Prem. No.	Classification	Class Code	Rating Basis	Premium Basis	Premium	
					Prem/Ops	PR/CO
1	Club-Civil/Social	65171	Each Member	300	\$1,707	0

<b>LIMITS</b>		
Other than Products/Completed Operations Aggregate	\$4,000,000	
Products/Completed Operations Aggregate	\$4,000,000	
Liability and Medical Expenses	\$2,000,000	Per Occurrence
Damage to Premises Rented to You	\$1,000,000	Any One Premises
Medical Expense	\$10,000	Per Person
Combined Total Aggregate	\$4,000,000	All Locations Combined

**Item C. OPTIONAL COVERAGES (LIABILITY)**

Total Optional Coverages Premium:	\$689
Total Terrorism (TRIA) Premium:	\$39
Total General Liability Premium:	\$1,707
Total Policy Premium:	\$6,296.48

**Item D. STATE TAXES, SURCHARGES, AND COLLECTION FEES**

The state requires the following surcharges be applied in addition to the above quoted premium. Some exemptions apply. Collection and remittance of premium surcharges for admitted policies, if applicable, are the responsibility of the Carrier. State fees may vary based on the coverage limits chosen for the policy and the resulting premiums. For example, state fees for the following limits are shown below.

New York Fire Insurance Fee: \$53.48

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*[Signature]*

**Item E. COVERAGE FORMS**

Form Number	Edition	Title
BOP43591f	1120	BUSINESSOWNERS POLICY DECLARATIONS
CC1K11J	0321	SIGNATURES
BOP43603	0814	GENETICALLY MODIFIED ORGANISM OR SUBSTANCE EXCLUSION
BOP43814	0814	ADDITIONAL NAMED INSURED ENDORSEMENT
BOP43828	0814	ASBESTOS MATERIAL EXCLUSION
BP0003	0713	BUSINESSOWNERS COVERAGE FORM
BP0453	0713	WATER BACK-UP AND SUMP OVERFLOW
BP0501	0702	CALCULATION OF PREMIUM
BP1403	0110	THEFT OF CLIENTS' PROPERTY COVERAGE
BP1406	0713	ADDITIONAL INSURED - GRANTOR OF FRANCHISE
BP1407	0110	BUSINESS INCOME AND EXTRA EXPENSE - REVISED PERIOD OF INDEMNITY
BP1505	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
BOP47642	0316	EXCLUSION PROFESSIONAL ASSOCIATIONS
BOP47653	0316	INTELLECTUAL PROPERTY LAWS OR RIGHTS EXCLUSION

# INJURY

BOP47662	0316	ATHLETIC PARTICIPANTS, PERFORMERS AND SPECIAL EVENTS EXCLUSION
BOP47663b	0117	BUSINESSOWNERS PROPERTY ENHANCEMENTS
BP0523	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
BOP47643	0316	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BOP47635a	0718	BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT
ILP001	0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
ALL21101	1106	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
BOP49269	0517	PERIOD OF RESTORATION DEFINITION - WAITING PERIOD AMENDED
BP0598	0713	AMENDMENT OF INSURED CONTRACT DEFINITION
BOP49865	0817	COMMUNICABLE OR INFECTIOUS DISEASES EXCLUSION - TOTAL
TR19604e	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
BP0615	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
ALL20887b	1017	CHUBB PRODUCER COMPENSATION PRACTICES AND POLICIES
BP0436	0110	NEW YORK - HIRED AUTO AND NON-OWNED AUTO LIABILITY
BP1501	0110	NEW YORK CHANGES - CALCULATION OF PREMIUM
BOP60771	0718	LEAD EXCLUSION - NEW YORK
BOP60768	0718	ASBESTOS, SILICA OR SIMILAR COMPOUNDS, INCLUDING MIXED DUST EXCLUSION - NEW YORK
BOP51810	0319	New York - Special Provision Fungus
BP0115	1218	NEW YORK CHANGES

Item F. Notice under this Policy shall be given to:  
 Chubb North America Claims  
 P.O. Box 5122  
 Scranton, PA 18505-0554  
 Toll Free: 844-539-3801  
[claims.smallbusiness@chubb.com](mailto:claims.smallbusiness@chubb.com)

Item G. Producer Name and Mailing Address  
 TAKACH & ASSOCIATES INC  
 112 TERRY ROAD  
 SMITHTOWN, NY 11787

Item H. Producer Code: Z12598

REVIEWED BY  
 OFFICE OF TOWN ATTORNEY

*[Signature]*

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary, and countersigned by a

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this      day of      2023, by  
(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  
through

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:

MASSAPEQUA POST 1066

Address of Organization:

66 VETERANS BLVD.  
MASSAPEQUA, NY 11758

By: [Signature]  
Authorized Representative

Title: COMMANDER

Telephone Number: 516 795 1509

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

[Signature]

**DATE:** 9/27/2023

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** American Legion Riders Swap Meet Event

**PLEASE DELIVER TO:**

**DATE OF EVENT:**

October 15, 2023

Parking Field M-11

**SNOW FENCE:**

Massapequa

**BARRICADES:**

10

**CONTACT:** Kurt Lattel

**CONES:**

25

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:**

10/13/23

**PICKUP ON:**

10/16/23

**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



CC: Peter Brown, General Foreman 002  
Sal Ccccre, Area Foreman 007  
Dan Kornfeld  
Public Safety Division

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





WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs (IGA), by memoranda dated October 2, 2023 and October 5, 2023, advised that the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program provides reimbursement to applicants for eligible costs incurred while responding to and recovering from federally declared disaster events; and

WHEREAS, Commissioner Sammartano, by said memoranda, further advised that Tropical Storm Isais, which occurred on August 4, 2020, received a federal disaster declaration and the Town of Oyster Bay has been working with FEMA and the New York State Division of Homeland Security and Emergency Services in pursuit of FEMA PA reimbursement, and that in response to Tropical Storm Isaias, up to 90% of eligible expenses are reimbursable through the FEMA PA program, and that the Town recently received notifications of approvals of FEMA PA funding for Debris Removal activities and Sidewalk Restoration efforts, relative to Tropical Storm Isaias; and

WHEREAS, Commissioner Sammartano, by said memoranda, further advised that receipt of FEMA PA funding is contingent upon the Town's acceptance and certification of a Damage Description and Costs related to the Town's response to Tropical Storm Isaias and acceptance of FEMA PA Subgrant Conditions; and

WHEREAS, Commissioner Sammartano, by said memoranda further advised that IGA has reviewed the Damage Description and Costs presented and confirmed it accurately reflects the Town's submission in pursuit of these funds and meets the Town's expectations for reimbursement; and

WHEREAS, Commissioner Sammartano, by said memoranda, respectfully requested that the Town Board adopt a resolution authorizing Colin Bell, Deputy Commissioner, Department of Environmental Resources, to complete the required certifications through the FEMA Grants Portal and authorizing the Town's acceptance of FEMA PA program funding,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Colin Bell, Deputy Commissioner, Department of Environmental Resources is authorized to complete the required certifications through the FEMA Grants Portal and the Town is authorized to accept FEMA PA program funding.

#

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

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**DATE:** OCTOBER 5, 2023

**SUBJECT:** SUPPLEMENTAL MEMORANDUM TO MD 10/3/23; ITEM # 15  
FEMA PUBLIC ASSISTANCE PROGRAM: TROPICAL STORM ISAIAS

The Federal Emergency Management Agency (FEMA) Public Assistance (PA) program provides reimbursement to applicants for eligible costs incurred while responding to and recovering from federally declared disaster events. Tropical Storm Isaias, which occurred on August 4, 2020, received a federal disaster declaration and the Town of Oyster Bay has been working with FEMA and the New York State Division of Homeland Security and Emergency Services in pursuit of FEMA PA reimbursement. In response to Tropical Storm Isaias, up to 90% of eligible expenses are reimbursable through the FEMA PA program. Upon approval, FEMA PA funding is to be provided to the Town through the New York State Division of Homeland Security and Emergency Services.

The Town of Oyster Bay recently received notification of approvals of FEMA PA funding for Debris Removal activities and Sidewalk Restoration efforts, relative to Tropical Storm Isaias, in the following amounts:

**Debris Removal:**


Total Eligible Expenses Documented: \$2,721,647.72  
FEMA PA Reimbursement Offered: \$2,449,482.95

**Sidewalk Restoration:**

Total Eligible Expenses Documented: \$420,841.78  
FEMA PA Reimbursement Offered: \$378,757.61

Receipt of the federal funding detailed above is contingent upon the Town's acceptance and certification of a Damage Description and Costs related to the Town's response to Tropical Storm Isaias and acceptance of FEMA PA Subgrant Conditions. The Department of Intergovernmental Affairs has reviewed the Damage Description and Costs presented and confirms it accurately reflects the Town's submission in pursuit of these funds and meets the Town's expectations for reimbursement. The required Subgrant Conditions have been reviewed and approved by the Office of the Town Attorney. All required certifications are to be completed electronically through the web-based FEMA Grants Portal.

It is, therefore, respectfully requested that the Town Board adopt a Resolution authorizing Colin Bell, Deputy Commissioner, Department of Environmental Resources to complete the required certifications through the FEMA Grants Portal. This Resolution must also authorize the Town's acceptance of the FEMA Public Assistance program funding in the amounts detailed above.

  
Frank V. Sammartano,  
Commissioner

## Damage Description and Dimensions

The Disaster #4567DR, which occurred between 8/4/2020 and 8/4/2020, caused:

- **Damage #441358; Sidewalk Damage**

- **General Facility Information:**

- Facility Type: Components Only
- Facility: Town of Oyster Bay
- Facility Description: Oyster Bay Sidewalks
- Location Description: Village wide Oyster Bay, New York 11771
- GPS Latitude/Longitude: 40.86822, -73.53261

- **General Damage Information:**

- Date Damaged: 8/4/2020
- Cause of Damage: Damaged during Tropical Storm Isaias heavy rain, heavy wind, and uprooted trees.

- **Components:**

- **Area 10:**

- Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and topsoil 12.2 SY at Division Ave. #291, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 21 LF, sidewalk 34 FT Long x 4 FT Wide x 4 IN Deep, asphalt 5.3 SY, and topsoil 16.4 SY at Harkin Ln #9, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 13 FT long x 4 FT wide x 4 IN deep and topsoil 7.2 SY at Winding Rd #66, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 13.2 SY at Winding Rd #59, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 11.1 SY at Derby Ln #19, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 27 FT long x 4 FT wide x 4 IN deep and topsoil 18.3 SY at Sleepy Ln #73, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 20.5 LF, sidewalk 25 FT long x 4 FT wide x 4 IN deep, asphalt 8.0 SY, and topsoil 15.9 SY at Edgewood Dr #10, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 11.1 SY at Edgewood Dr #21, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 19 FT long x 4 FT wide x 4 IN deep and topsoil 11.8 SY at Glenbrook Rd #31, damaged during

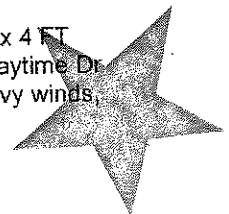
Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Curb, 1 each of repairs to curb 11 LF, sidewalk 20 FT Long x 4 FT Wide x 4 IN Deep, and apron 38.5 SF at Locust St #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 13 FT long x 4 FT wide x 4 IN deep and topsoil 10.6 SY at Blueberry Ln #96, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 61 LF, sidewalk 57.5 FT long x 4 FT wide x 4 IN deep, asphalt 14.2 SY, and topsoil 50 SY at W Marie St #154, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 17.5 FT long x 4 FT wide x 4 IN deep and topsoil 16.6 SY at W Marie St #178, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 9.8 SY at Duffy Ave. #227, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 49 FT long x 4 FT wide x 4 IN deep and topsoil 35 SY at Benjamin Ave. #80, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 11:
  - Sidewalk, 1 each of repairs to sidewalk 22 FT long x 4 FT wide x 4 IN deep and topsoil 14.3 SY at Seaman Rd. #111, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 10.4 SY at Plymouth Dr. #69, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 12.5 FT long x 4 FT wide x 4 IN deep at Terry Ct. #14 (12), damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 18.5 LF and topsoil 16.9 SY at Lincoln Ave. #13, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 13.5 FT long x 4 FT wide x 4 IN deep and topsoil 16.2 SY at Hamilton Square #25, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 12:
  - Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 6.6 SY at Lottie Ave. #11, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb and gutter 25.5 LF, sidewalk 29 FT long x 4 FT wide x 4 IN deep, asphalt 7.0 SY, and topsoil 9.8 SY at Dakota St. #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 36 FT long x 4 FT wide x 4 IN deep, and topsoil 6.7 SY at Dakota St. #16, damaged during Tropical

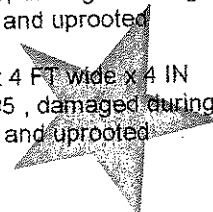
Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep, and topsoil 5.2 SY at Myers Ave. #49, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 26.5 LF, sidewalk 8 FT long x 4 FT wide x 4 IN deep, asphalt 8.2 SY, and topsoil 30 SY at Kansas St. #45, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 14.5 FT long x 4 FT wide x 4 IN deep, and topsoil 11 SY at Briarcliff Rd. #67, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep, and topsoil 9.7 SY at Briarcliff Rd. #56, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 17.5 FT long x 4 FT wide x 4 IN deep, and topsoil 13.7 SY at Maxwell Rd. #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 11 LF, sidewalk 8 FT long x 4 FT wide x 4 IN deep, asphalt 4.3 SY, and topsoil 17.1 SY at Bonnie Dr. #49, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep, and topsoil 13.7 SY at Bonnie Dr. #22, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep, and topsoil 16.8 SY at Bonnie Dr. #18, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 29.5 LF, sidewalk 19.5 FT Long x 4 FT Wide x 4 IN Deep, apron 40 SF, asphalt 6.7 SY, and topsoil 11.7 SY at Saratoga Dr. #4, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep, and topsoil 18.6 SY at Seneca Place #20, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep, and topsoil 8.4 SY at Schuyler Dr. #9, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep, and topsoil 13.7 SY at Essex Pl, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 13 LF, asphalt 3.7 SY, and topsoil 9 SY at Scott Ave. #60, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 15.5 LF, asphalt 6.3 SY, and topsoil 8.9 SY at 19th St. #10, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Curb, 1 each of repairs to curb 15.5 LF, asphalt 6 SY, and topsoil 16.7 SY at 18th St. #18, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep, asphalt 6.3 SY, and topsoil 12 SY at Halsey Ave. #238, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 19.5 FT long x 4 FT wide x 4 IN deep and topsoil 11.6 SY at Nimitz Ave. #302, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 16 LF, sidewalk 20 FT long x 4 FT wide x 4 IN deep, and topsoil 11.4 SY at Halsey Ave. #223, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 25 FT long x 4 FT wide x 4 IN deep, and topsoil 14.8 SY at Tomkins Ave. #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep, and topsoil 13.3 SY at Briarcliff Rd. #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 13:
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep, and topsoil 13.7 SY at Ruey Pl #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 15 LF, sidewalk 30 FT Long x 4 FT Wide x 4 IN Deep, apron 63 SF, asphalt 15 SY, and topsoil 17.1 SY at Gilbert CT #27, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep at Lancia Dr #107, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 26.5 FT long x 4 FT wide x 4 IN deep and top soil 18 SY at Hilltop Lane #18, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 14:
  - Sidewalk, 1 each of repairs to sidewalk 15.5 FT long x 4 FT wide x 4 IN deep and top soil 7.4 SY at Sunset Ave. #24, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 33 FT long x 4 FT wide x 4 IN deep at Magenta St #6, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and top soil 12.5 SY at Hazelwood Dr #64, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 40 LF, sidewalk 53 FT Long x 4 FT Wide x 4 IN Deep, asphalt 6 SY, and topsoil 29.4 SY at Maytime Dr #182, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

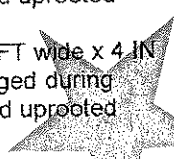


- Curb, 1 each of repairs to curb 17 LF, sidewalk 48.5 FT Long x 4 FT Wide x 4 IN Deep, asphalt 13.3 SY, and topsoil 28 SY at Maytime Dr #186, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and top soil 13.2 SY at Bounty Lane #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and top soil 13.4 SY at Merry Lane #65, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 33 FT long x 4 FT wide x 4 IN deep and top soil 18 SY at Hedgerow Lane #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28.5 FT long x 4 FT wide x 4 IN deep and top soil 6.7 SY at Flower Lane #38, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 9.4 SY at Friendly Lane #34, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 16 LF, sidewalk 16 FT Long x 4 FT Wide x 4 IN Deep, asphalt 5.7 SY, and topsoil 11.8 SY at Fox Lane #25, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 25 LF, sidewalk 25 FT Long x 4 FT Wide x 4 IN Deep, asphalt 18.7 SY, and topsoil 15 SY at Ivy Dr #42, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 17 FT long x 4 FT wide x 4 IN deep and top soil 12.2 SY at Fern Dr E #31, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and top soil 11.1 SY at Birchwood Park Dr #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 22.5 LF, sidewalk 36.5 FT Long x 4 FT Wide x 4 IN Deep, apron 31.5 SF, asphalt 7.3 SY, and topsoil 16.6 SY at Marlene Dr #34, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 10 SY at Deer Path Ln #30, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 3 LF, sidewalk 28 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 17.1 SY at Center DR #38, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 7.3 SY at Birchwood Park Dr. #95, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

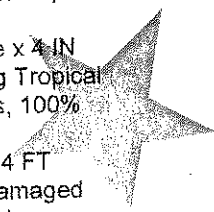


- Curb, 1 each of repairs to curb 26 LF, sidewalk 24 FT Long x 4 FT Wide x 4 IN Deep, asphalt 12.9 SY, and topsoil 15.1 SY at Eaton Rd. #22, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 11.6 SY at Sunbeam Rd #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and top soil 17.8 SY at Colony Ln # 61, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and top soil 12.5 SY at Colony Ln # 73, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and top soil 12.8 SY at Southwood Circle #63, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 14.1 SY at Candy Lane #60, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and top soil 14.4 SY at Candy Lane #84, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 15.5 FT long x 4 FT wide x 4 IN deep and top soil 8.9 SY at Chadwick Rd #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 15:
  - Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and top soil 16.1 SY at Albergo Lane #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and top soil 11.9 SY at Anita Ave.#11, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 56 FT long x 4 FT wide x 4 IN deep and top soil 22.8 SY at Azalea Drive #31, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb and gutter 20 LF, sidewalk 15 FT Long x 4 FT Wide x 4 IN Deep, asphalt 7 SY, and topsoil 10.7 SY at Caren Ct. #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 27 FT long x 4 FT wide x 4 IN deep and top soil 13.3 SY at Caren Ct. #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 48 FT long x 4 FT wide x 4 IN deep and top soil 24.5 SY at Humphrey Dr. #50, damaged during

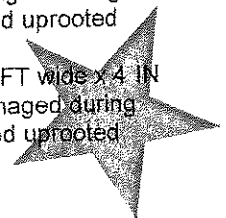


- Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 8.5 SY at Lewis Lane #12, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 40 FT long x 4 FT wide x 4 IN deep and top soil 23.1 SY at Lilac Drive #46, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 7.5 FT long x 4 FT wide x 4 IN deep and top soil 7.9 SY at Lilac Drive #36, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb and gutter 20 LF, sidewalk 32 FT Long x 4 FT Wide x 4 IN Deep, asphalt 5.3 SY, and topsoil 17.8 SY at Lilac Drive #31, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and top soil 7 SY at Lilac Drive #21, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and top soil 15.8 SY at Narcissus Drive #37, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 10 SY at Narcissus Drive #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 48 FT long x 4 FT wide x 4 IN deep and top soil 12.1 SY at Salem Ct. #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 14 LF and sidewalk 17.5 FT Long x 4 FT Wide x 4 IN Deep at Syosset Woodbury Road #192, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 32 FT long x 4 FT wide x 4 IN deep and top soil 10.8 SY at Wilshire Drive #30, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 11.4 SY at Barry Drive #18, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 16:
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 6.4 SY at Gordon Ave. #19, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 32 FT long x 4 FT wide x 4 IN deep and top soil 17.1 SY at Garnet Lane #42, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
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- Curb, 1 each of repairs to curb 12 LF, sidewalk 12 FT long x 4 FT wide x 4 IN deep, and top soil 8.5 SY at Garnet Lane #11, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and top soil 14.1 SY at Garnet Lane #7, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 7.7 SY at Kaida Lane #47, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 15.5 FT long x 4 FT wide x 4 IN deep and top soil 9.2 SY at Eton Place #18, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 4.1 SY at Eton Place #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 4.6 SY at Amherst Dr #17, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 44 FT long x 4 FT wide x 4 IN deep and top soil 25.2 SY at Amherst Dr #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and top soil 11 SY at Central Park Dr #198, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 4.2 SY at Central Park Dr #144, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 23.5 FT long x 4 FT wide x 4 IN deep and top soil 14.4 SY at Elaine Place #20, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and top soil 24.4 SY at Randy Lane #33, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 20.5 LF, sidewalk 39.5 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 17.7 SY at Randy Lane #42, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 7.5 SY at Abbey Court #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 6.5 LF, sidewalk 17 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 17.7 SY at Abbey Court #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.



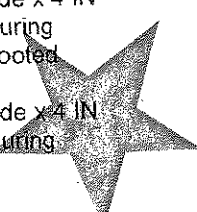
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 7.3 SY at Plymouth Dr #109, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 8.2 SY at Ives Lane #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and top soil 10.8 SY at Vista Rd #9, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 11.6 SY at Phipps Lane #39, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and top soil 11.5 SY at Phipps Lane #37, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 7 SY at Phipps Lane #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 25.5 FT long x 4 FT wide x 4 IN deep and top soil 13.5 SY at Darley Rd #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 5.5 SY at Lever Pl #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 52.5 LF, sidewalk 93.5 FT Long x 4 FT Wide x 4 IN Deep, apron 166 SF, asphalt 17.7 SY, and topsoil 27.7 SY at Nassau Ave. #88, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 19 FT long x 4 FT wide x 4 IN deep and top soil 10.3 SY at Shelter Hill Rd #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 17.5 FT long x 4 FT wide x 4 IN deep and top soil 10 SY at Shelter Hill Rd #47, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 10.5 SY at Shelter Hill Rd #48, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 9.3 SY at Shelter Hill Rd #54, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and top soil 12.3 SY at Shelter Hill Rd #64, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.



- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and top soil 12 SY at Arthur Ct #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 10.2 SY at Brook Path #19, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 33 LF, sidewalk 22.5 FT Long x 4 FT Wide x 4 IN Deep, asphalt 12.3 SY, and topsoil 17.1 SY at Maplewood Rd #55, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and top soil 9.5 SY at Patricia St #7, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 22 FT long x 4 FT wide x 4 IN deep and top soil 11.5 SY at Evelyn Rd #19, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 18.5 FT long x 4 FT wide x 4 IN deep and top soil 8.9 SY at Evelyn Rd #14, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 6.5 LF, sidewalk 67.5 FT Long x 4 FT Wide x 4 IN Deep, asphalt 3 SY, and topsoil 39.8 SY at Evelyn Rd #9, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and top soil 13.6 SY at Maxine Ave #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 7 SY at Ruth Rd #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 31.5 FT long x 4 FT wide x 4 IN deep and top soil 16.9 SY at Roxton Rd #154, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 19.5 FT long x 4 FT wide x 4 IN deep and top soil 10.3 SY at Stevens St #32, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 6.5 SY at Edi Ct #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 17:
  - Sidewalk, 1 each of repairs to sidewalk 61.5 FT long x 4 FT wide x 4 IN deep and top soil 32.9 SY at Stanley St #18, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and top soil 6.1 SY at Cliff Dr #59, damaged during Tropical

Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 13 FT long x 4 FT wide x 4 IN deep and top soil 7.7 SY at Cliff Dr #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and top soil 10.2 SY at Larch St #40, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and top soil 11.1 SY at Fountain St #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and top soil 9.2 SY at Walter Ave #46, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and top soil 14.4 SY at Ferney St #28, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 8.2 SY at Michigan Dr #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 40.5 FT long x 4 FT wide x 4 IN deep and top soil 19.5 SY at Woodbine Dr South #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and top soil 14.6 SY at Woodbine Dr South #24, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and top soil 10.6 SY at Elliot Drive #41, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and top soil 7.8 SY at Grumman Rd W #481, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep at Grumman Rd W #80, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 29 FT long x 4 FT wide x 4 IN deep and topsoil 14.5 SY at Violet Ave #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 15 FT long x 4 FT wide x 4 IN deep and topsoil 10.7 SY at Boulevard Dr #21, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 32 FT long x 4 FT wide x 4 IN deep and topsoil 14.7 SY at Boulevard Dr #17, damaged during

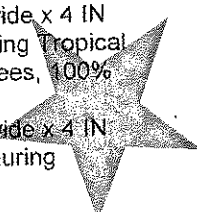


Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 14 SY at Flower St #51, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

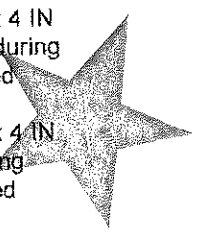
▪ Area 18:

- Sidewalk, 1 each of repairs to sidewalk 36 FT long x 4 FT wide x 4 IN deep and topsoil 17.2 SY at Elmwood Ct. #16, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and topsoil 18.6 SY at Elmwood Ct. #28, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 26 SY at Laura Lane #32, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 12.8 SY at Robin Ct. #24, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 40 FT long x 4 FT wide x 4 IN deep and topsoil 23.7 SY at Sherwood Drive #16, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 14 LF and sidewalk 40 FT Long x 4 FT Wide x 4 IN Deep at Richfield St. #62, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 14 LF and sidewalk 32 FT Long x 4 FT Wide x 4 IN Deep at Sally Lane, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep at Glenn Drive #38, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and topsoil 8.9 SY at East Drive #29, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 7.8 SY at Joyce Lane #30, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep at Ann Drive #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 6.6 SY at Harriet Drive #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 10.1 SY at Lesley Drive #19, damaged during



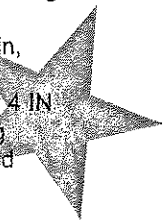
Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 44 FT long x 4 FT wide x 4 IN deep and topsoil 20.4 SY at Stuart Drive #28, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep at Winthrop Ave #16, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 17.8 SY at Kathleen Drive #49, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 15.6 SY at Wendy Rd. #4, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and topsoil 12 SY at Stuart Drive #2A, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 4 FT long x 4 FT wide x 4 IN deep and topsoil 1.3 SY at Jan Ln #4, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 10.7 SY at Stuart Drive #32, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 22 FT long x 4 FT wide x 4 IN deep and topsoil 13.3 SY at Parkway Dr #65, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 19:
  - Curb, 1 each of repairs to curb 5 LF, sidewalk 53 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 21.1 SY at Ava Road #4354, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 9.3 SY at Joyce Pl #4150, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 11.1 SY at Keats Ct #11, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 83 LF, sidewalk 87 FT Long x 4 FT Wide x 4 IN Deep, apron 45.5 SF, asphalt 26.3 SY, and topsoil 40.8 SY at Banbury Rd #306, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 13 FT long x 4 FT wide x 4 IN deep and topsoil 7.4 SY at Hunter Ridge Rd #114, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 16 LF, sidewalk 22 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 12.7 SY at N.Linden St #287, damaged

- during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28.5 FT long x 4 FT wide x 4 IN deep and topsoil 13 SY at Hunter N. Queens Ave #251, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 22 FT long x 4 FT wide x 4 IN deep and topsoil 11.4 SY at Hunter N. Queens Ave #448, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 13.3 SY at Hunter N. Kings Ave #232, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 13.1 SY at Hunter N. Queens Ave #435, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 13.3 SY at Hunter N. Pine Dr #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and topsoil 15.1 SY at N. Elm St #181, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and topsoil 11.5 SY at N. Hawthorne St. #204, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and topsoil 15.5 SY at Oxford Ave #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 27.5 FT long x 4 FT wide x 4 IN deep and topsoil 20.7 SY at Hunter Ridge Rd #128, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Area 20:
    - Sidewalk, 1 each of repairs to sidewalk 38.5 FT long x 4 FT wide x 4 IN deep and topsoil 19.6 SY at Ash Pl #4, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
    - Sidewalk, 1 each of repairs to sidewalk 17 FT long x 4 FT wide x 4 IN deep and topsoil 10 SY at Parkhill Ave #60, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
    - Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 16.8 SY at Connecticut Ave #156, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
    - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 18.4 SY at New York Ave #33, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
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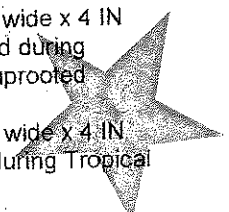


- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 17.8 SY at Grove St #49, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and topsoil 21.5 SY at Riverside Ave #59, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8.5 FT long x 4 FT wide x 4 IN deep and topsoil 5.8 SY at Roxbury Lane #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12.5 FT long x 4 FT wide x 4 IN deep and topsoil 10 SY at Harrison Pl #116, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 14.5 FT long x 4 FT wide x 4 IN deep and topsoil 8.1 SY at Anchor Dr #52, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 10.9 SY at Renee Pl #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 22 FT long x 4 FT wide x 4 IN deep and topsoil 12.2 SY at N. Beech St #261, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 18 FT long x 4 FT wide x 4 IN deep and topsoil 12 SY at Euclid Ave #139, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 10.6 SY at Franklin Pl #7, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 31 FT long x 4 FT wide x 4 IN deep and topsoil 23.4 SY at Garfield Ave #25, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 11.6 SY at Massachusetts Ave #93, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 27 LF, sidewalk 25 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.7 SY, and topsoil 12.4 SY at Sally Lane, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 27 LF, sidewalk 25 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.7 SY, and topsoil 12.4 SY at Herbert Ave #62, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 29 FT long x 4 FT wide x 4 IN deep and topsoil 16.9 SY at Chicago Ave #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.



▪ Area 21:

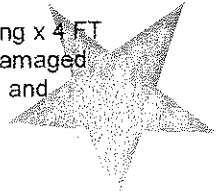
- Sidewalk, 1 each of repairs to sidewalk 40 FT long x 4 FT wide x 4 IN deep and topsoil 21 SY at Phyllis Dr #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 9.6 SY at Shelly Lane #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 21 LF, sidewalk 20 FT long x 4 FT wide x 4 IN deep, asphalt 6.7 SY, and topsoil 12.8 SY at Cheryl Lane #14, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 17 FT long x 4 FT wide x 4 IN deep and topsoil 14.9 SY at Hemlock Drive #85, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 13 LF, sidewalk 61 FT long x 4 FT wide x 4 IN deep, asphalt 9 SY, and topsoil 34.1 SY at Rhonda Lane #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 14 LF, sidewalk 68.5 FT long x 4 FT wide x 4 IN deep, asphalt 13.3 SY, and topsoil 33.5 SY at Rhonda Lane #7, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 12.8 SY at High St. #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb and gutter 21.5 LF, sidewalk 88 FT long x 4 FT wide x 4 IN deep, asphalt 7.7 SY, and topsoil 50.3 SY at Hemlock Drive #95, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and topsoil 9.6 SY at Langdon Road #6, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 10.1 SY at N. Syracuse #461, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 18 FT long x 4 FT wide x 4 IN deep and topsoil 10.2 SY at N. Atlanta Ave #437, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 26 FT long x 4 FT wide x 4 IN deep and topsoil 13.1 SY at Nancy Pl #43, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 9.4 SY at Briarwood Rd #427, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 9.3 SY at Daniel Rd S #30, damaged during Tropical



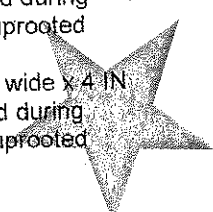
Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Curb, 1 each of repairs to curb 22 LF, sidewalk 22 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 12.8 SY at Daniel Rd N #83, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 31 FT long x 4 FT wide x 4 IN deep and topsoil 18.4 SY at N.Kentucky Ave #374, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 42 FT long x 4 FT wide x 4 IN deep and topsoil 21.6 SY at N.Wisconsin Ave #307, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 11 SY at Brookline Dr #33, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 22:
  - Curb, 1 each of repairs to curb 39 LF, sidewalk 45 FT Long x 4 FT Wide x 4 IN Deep, asphalt 13.3 SY, and topsoil 22.4 SY at Belair Dr #212, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 8.1 SY at Redwood Lane #88, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 7.6 SY at Wendy Lane #16, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 14.5 SY at Westgate Rd #97, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 14 SY at Denise St #34, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 17 FT long x 4 FT wide x 4 IN deep and topsoil 10.6 SY at Richard Pl #49, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 10.4 SY at Soloff Rd #29, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and topsoil 2.3 SY at Westwood Rd N #108, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb and gutter 21 LF, sidewalk 20 FT long x 4 FT wide x 4 IN deep, asphalt 7.3 SY, and topsoil 12.6 SY at Henrietta Lane #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 56.5 FT long x 4 FT wide x 4 IN deep and topsoil 28.1 SY at Clocks Blvd #360, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 13 FT long x 4 FT wide x 4 IN deep and topsoil 7.8 SY at Beechwood Pl #20, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 23:
  - Sidewalk, 1 each of repairs to sidewalk 9 FT long x 4 FT wide x 4 IN deep and topsoil 5 SY at Eileen Ave #44, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 80 FT long x 4 FT wide x 4 IN deep and topsoil 47.8 SY at Clark St. #2, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 11 SY at Berkshire Rd. #63, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 14 LF, sidewalk 32 FT Long x 4 FT Wide x 4 IN Deep, asphalt 8.9 SY, and topsoil 20.4 SY at Cheshire Rd. #80, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 8.4 SY at Dorset Lane #62, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 33 FT long x 4 FT wide x 4 IN deep and topsoil 17.2 SY at Devon Rd. #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 11 SY at Devon Rd. #29, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and topsoil 18 SY at Azalea Ct. #24, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 43 FT long x 4 FT wide x 4 IN deep and topsoil 19.8 SY at Hayden Drive #38, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 22 FT long x 4 FT wide x 4 IN deep and topsoil 11.5 SY at Jean Ave. #4034, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 50 FT long x 4 FT wide x 4 IN deep and topsoil 17.6 SY at N. Pershing Ave. #14, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 13 LF, sidewalk 20 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.7 SY, and topsoil 11.3 SY at Romscho St

- #27, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 6.9 SY at Whaley Lane #86, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 17 FT long x 4 FT wide x 4 IN deep and topsoil 6.9 SY at S.Robert Damn St. #60, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 26.5 FT long x 4 FT wide x 4 IN deep and topsoil 2 SY at S.3rd St. #69, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 9 SY at Iram Pl. #12, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and topsoil 12 SY at Parkview Circle N #28, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 31 LF, sidewalk 20 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.4 SY, and topsoil 16.1 SY at Miami Rd #26, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 72 FT long x 4 FT wide x 4 IN deep and topsoil 6.5 SY at Sycamore Ave #172, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 16.5 SY at Thomas Ave. #39, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 12.8 SY at Hoover Lane #22, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 14.4 SY at Laurie Blvd #20, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 24:
- Sidewalk, 1 each of repairs to sidewalk 39 FT long x 4 FT wide x 4 IN deep and topsoil 17 SY at Sussex Ave #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 29 FT long x 4 FT wide x 4 IN deep and topsoil 13.9 SY at Alhambra Rd #98, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 20 LF, sidewalk 20.5 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 11.6 SY at Canal Rd #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
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- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and topsoil 7 SY at West End Ave #260, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 9 FT long x 4 FT wide x 4 IN deep and topsoil 7.1 SY at West End Ave #248, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 10.2 SY at Harrison Ave. #53, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 14.2 SY at Leonard Dr #24, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 13.5 FT long x 4 FT wide x 4 IN deep and topsoil 9.6 SY at Sandy Ct #10, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 13.4 SY at Frankel Rd #16, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 19 FT long x 4 FT wide x 4 IN deep and topsoil 8.9 SY at Shoreham Rd #47, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 16.3 SY at Unqua Rd #120, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 16.5 FT long x 4 FT wide x 4 IN deep and topsoil 10.2 SY at West Seneca, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 15 LF, sidewalk 29.5 FT Long x 4 FT Wide x 4 IN Deep, apron 28 SF, asphalt 5.3 SY, and topsoil 22.6 SY at Seminole Ave #16, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 6 LF, sidewalk 35 FT Long x 4 FT Wide x 4 IN Deep, asphalt 3 SY, and topsoil 15.6 SY at S. Bay Drive #36, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 11.7 SY at Nearwater Ave #56, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 23.5 FT long x 4 FT wide x 4 IN deep and topsoil 13.1 SY at S. Bay Drive #250, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 9.1 SY at Highland St E. #31, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.



- Sidewalk, 1 each of repairs to sidewalk 23 FT long x 4 FT wide x 4 IN deep and topsoil 11.7 SY at Iriquois St E #30, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 13 FT long x 4 FT wide x 4 IN deep and topsoil 11.2 SY at Pocahontas St #44, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 21.7 SY at Nassau Rd #137, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 10.2 SY at Nevin Terrace #9, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and topsoil 5 SY at Sandy Ct #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 25:
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 18.3 SY at Glen Drive #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb and gutter 13.5 LF, sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 16.7 SY at Briarwood Lane #55, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and topsoil 14.4 SY at Charlotte Pl. #29, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 11 SY at Dolores Pl. #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 21 FT long x 4 FT wide x 4 IN deep and topsoil 7.8 SY at Nautilus Ave. #7, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Curb, 1 each of repairs to curb 50 LF, sidewalk 28 FT long x 4 FT wide x 4 IN deep, asphalt 10 SY, and topsoil 19.8 SY at Morton Blvd #110, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 18 FT long x 4 FT wide x 4 IN deep and topsoil 11.1 SY at Lombardi Place #20, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 8 FT long x 4 FT wide x 4 IN deep and topsoil 5 SY at Terry Lane #8, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 29 FT long x 4 FT wide x 4 IN deep and topsoil 9.5 SY at Karen Ave. #17, damaged during Tropical

Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 11.1 SY at Stewart St. #51, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 46 FT long x 4 FT wide x 4 IN deep at Malton Road #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 25 FT long x 4 FT wide x 4 IN deep and topsoil 13 SY at Floral Ave. #203, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 28 FT long x 4 FT wide x 4 IN deep and topsoil 16.1 SY at Fairway Drive #21, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 11 FT long x 4 FT wide x 4 IN deep and topsoil 10.1 SY at Serpentine Lane #12, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 12 FT long x 4 FT wide x 4 IN deep and topsoil 11.1 SY at Myron Rd #15, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 20.5 FT long x 4 FT wide x 4 IN deep and topsoil 18.2 SY at Pasture Lane #20, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Area 27:
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 16.7 SY at Beach St. #1, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 30 FT long x 4 FT wide x 4 IN deep and topsoil 10.6 SY at Greenway Drive #129, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 29 FT long x 4 FT wide x 4 IN deep and topsoil 18.7 SY at Fieldcrest Lane #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 49 FT long x 4 FT wide x 4 IN deep and topsoil 27.8 SY at Phillip Drive #3, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 3.6 SY at McKinley Ave #40, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 44 FT long x 4 FT wide x 4 IN deep and topsoil 24 SY at Lincoln St #5, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
  - Sidewalk, 1 each of repairs to sidewalk 24 FT long x 4 FT wide x 4 IN deep and topsoil 13.5 SY at Washington St #128, damaged during



Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

- Sidewalk, 1 each of repairs to sidewalk 20 FT long x 4 FT wide x 4 IN deep and topsoil 12.5 SY at Washington St #122, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Curb, 1 each of repairs to curb 44 LF, sidewalk 40 FT Long x 4 FT Wide x 4 IN Deep, asphalt 15 SY, and topsoil 22.4 SY at Hyman Dr #6, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.
- Sidewalk, 1 each of repairs to sidewalk 7.5 FT long x 4 FT wide x 4 IN deep at Ninth Ave #4, damaged during Tropical Storm Ida heavy rain, heavy winds, flood, and uprooted trees, 100% work completed.

## Scope

### 441358 Sidewalk Damage

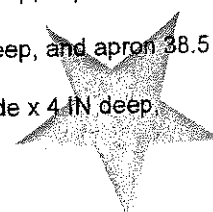
#### Work Completed

The applicant utilized contracts for the repairs to curbs and sidewalks at the Town of Oyster Bay to restore these facilities to their pre-disaster design, function and capacity (in-kind) within the existing footprint.

#### Contract:

#### A. Area 10:

- Repaired 1 each of sidewalk and topsoil 12.2 SY at Division Ave. #291.
- Repaired 1 each of sidewalk and topsoil 7.2 SY at Winding Rd #66.
- Repaired 1 each of sidewalk and topsoil 13.2 SY at Winding Rd #59.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Derby Ln #19.
- Repaired 1 each of sidewalk and topsoil 18.3 SY at Sleepy Ln #73.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Edgewood Dr #21.
- Repaired 1 each of sidewalk and topsoil 11.8 SY at Glenbrook Rd #31.
- Repaired 1 each of sidewalk and topsoil 10.6 SY at Blueberry Ln #96.
- Repaired 1 each of sidewalk and topsoil 16.6 SY at W Marie St #178.
- Repaired 1 each of sidewalk and topsoil 9.8 SY at Duffy Ave. #227.
- Repaired 1 each of sidewalk and topsoil 35 SY at Benjamin Ave. #80.
- Repaired 1 each of curb 21 LF, sidewalk 34 FT Long x 4 FT Wide x 4 IN Deep, asphalt 5.3 SY, and topsoil 16.4 SY at Harkin Ln #9.
- Repaired 1 each of curb 20.5 LF, sidewalk 25 FT long x 4 FT wide x 4 IN deep, asphalt 8.0 SY, and topsoil 15.9 SY at Edgewood Dr #10.
- Repaired 1 each of curb 11 LF, sidewalk 20 FT Long x 4 FT Wide x 4 IN Deep, and apron 38.5 SF at Locust St #3.
- Repaired 1 each of curb and gutter 61 LF, sidewalk 57.5 FT long x 4 FT wide x 4 IN deep, asphalt 14.2 SY, and topsoil 50 SY at W Marie St #154.



**B. Area 11:**

- Repaired 1 each of sidewalk and topsoil 14.3 SY at Seaman Rd. #111.
- Repaired 1 each of sidewalk and topsoil 10.4 SY at Plymouth Dr. #69.
- Repaired 1 each of sidewalk at Terry Ct. #14 (12).
- Repaired 1 each of sidewalk and topsoil 16.2 SY at Hamilton Square #25.
- Repaired 1 each of curb 18.5 LF and topsoil 16.9 SY at Lincoln Ave. #13.

**C. Area 12:**

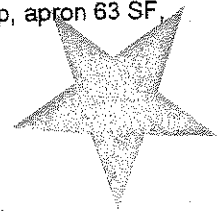
- Repaired 1 each of sidewalk and topsoil 6.6 SY at Lottie Ave. #11.
- Repaired 1 each of sidewalk and topsoil 6.7 SY at Dakota St. #16.
- Repaired 1 each of sidewalk and topsoil 5.2 SY at Myers Ave. #49.
- Repaired 1 each of sidewalk and topsoil 11 SY at Briarcliff Rd. #67.
- Repaired 1 each of sidewalk and topsoil 9.7 SY at Briarcliff Rd. #56.
- Repaired 1 each of sidewalk and topsoil 13.7 SY at Maxwell Rd. #3.
- Repaired 1 each of sidewalk and topsoil 13.7 SY at Bonnie Dr. #22.
- Repaired 1 each of sidewalk and topsoil 16.8 SY at Bonnie Dr. #18.
- Repaired 1 each of sidewalk and topsoil 18.6 SY at Seneca Place #20.
- Repaired 1 each of sidewalk and topsoil 8.4 SY at Schuyler Dr. #9.
- Repaired 1 each of sidewalk and topsoil 13.7 SY at Essex Pl.
- Repaired 1 each of sidewalk and topsoil 12 SY at Halsey Ave. #238.
- Repaired 1 each of sidewalk and topsoil 11.6 SY at Nimitz Ave. #302.
- Repaired 1 each of sidewalk and topsoil 14.8 SY at Tomkins Ave. #3.
- Repaired 1 each of sidewalk and topsoil 13.3 SY at Briarcliff Rd. #1.
- Repaired 1 each of curb and gutter 25.5 LF, sidewalk 29 FT long x 4 FT wide x 4 IN deep, asphalt 7.0 SY, and topsoil 9.8 SY at Dakota St. #15.
- Repaired 1 each of curb and gutter 26.5 LF, sidewalk 8 FT long x 4 FT wide x 4 IN deep, asphalt 8.2 SY, and topsoil 30 SY at Kansas St. #45.
- Repaired 1 each of curb and gutter 11 LF, sidewalk 8 FT long x 4 FT wide x 4 IN deep, asphalt 4.3 SY, and topsoil 17.1 SY at Bonnie Dr. #49.
- Repaired 1 each of curb and gutter 29.5 LF, sidewalk 19.5 FT Long x 4 FT Wide x 4 IN Deep, apron 40 SF, asphalt 6.7 SY, and topsoil 11.7 SY at Saratoga Dr. #4.
- Repaired 1 each of curb 13 LF, asphalt 3.7 SY, and topsoil 9 SY at Scott Ave. #60.
- Repaired 1 each of curb 15.5 LF, asphalt 6.3 SY, and topsoil 8.9 SY at 19th St. #10.
- Repaired 1 each of curb 15.5 LF, asphalt 6 SY, and topsoil 16.7 SY at 18th St. #18.
- Repaired 1 each of curb and gutter 16 LF, sidewalk 20 FT long x 4 FT wide x 4 IN deep, and topsoil 11.4 SY at Halsey Ave. #223.

**D. Area 13:**

- Repaired 1 each of sidewalk and topsoil 13.7 SY at Ruey Pl #1.
- Repaired 1 each of sidewalk at Lancia Dr #107.
- Repaired 1 each of sidewalk and topsoil 18 SY at Hilltop Lane #18.
- Repaired 1 each of curb 15 LF, sidewalk 30 FT Long x 4 FT Wide x 4 IN Deep, apron 63 SF, asphalt 15 SY, and topsoil 17.1 SY at Gilbert CT #27.

**E. Area 14:**

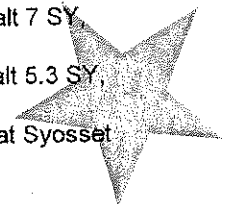
- Repaired 1 each of sidewalk and topsoil 7.4 SY at Sunset Ave. #24.
- Repaired 1 each of sidewalk at Magenta St #6.
- Repaired 1 each of sidewalk and topsoil 12.5 SY at Hazelwood Dr #64.



- Repaired 1 each of sidewalk and topsoil 13.2 SY at Bounty Lane #26.
- Repaired 1 each of sidewalk and topsoil 13.4 SY at Merry Lane #65.
- Repaired 1 each of sidewalk and topsoil 18 SY at Hedgerow Lane #8.
- Repaired 1 each of sidewalk and topsoil 6.7 SY at Flower Lane #38.
- Repaired 1 each of sidewalk and topsoil 9.4 SY at Friendly Lane #34.
- Repaired 1 each of sidewalk and topsoil 12.2 SY at Fern Dr E #31.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Birchwood Park Dr #1.
- Repaired 1 each of sidewalk and topsoil 10 SY at Deer Path Ln #30.
- Repaired 1 each of sidewalk and topsoil 7.3 SY at Birchwood Park Dr. #95.
- Repaired 1 each of sidewalk and topsoil 11.6 SY at Sunbeam Rd #3.
- Repaired 1 each of sidewalk and topsoil 17.8 SY at Colony Ln # 61.
- Repaired 1 each of sidewalk and topsoil 12.5 SY at Colony Ln # 73.
- Repaired 1 each of sidewalk and topsoil 12.8 SY at Southwood Circle #63.
- Repaired 1 each of sidewalk and topsoil 14.1 SY at Candy Lane #60.
- Repaired 1 each of sidewalk and topsoil 14.4 SY at Candy Lane #84.
- Repaired 1 each of sidewalk and topsoil 8.9 SY at Chadwick Rd #26.
- Repaired 1 each of curb 40 LF, sidewalk 53 FT Long x 4 FT Wide x 4 IN Deep, asphalt 6 SY, and topsoil 29.4 SY at Maytime Dr #182.
- Repaired 1 each of curb 17 LF, sidewalk 48.5 FT Long x 4 FT Wide x 4 IN Deep, asphalt 13.3 SY, and topsoil 28 SY at Maytime Dr #186.
- Repaired 1 each of curb 16 LF, sidewalk 16 FT Long x 4 FT Wide x 4 IN Deep, asphalt 5.7 SY, and topsoil 11.8 SY at Fox Lane #25.
- Repaired 1 each of curb 25 LF, sidewalk 25 FT Long x 4 FT Wide x 4 IN Deep, asphalt 18.7 SY, and topsoil 15 SY at Ivy Dr #42.
- Repaired 1 each of curb 22.5 LF, sidewalk 36.5 FT Long x 4 FT Wide x 4 IN Deep, apron 31.5 SF, asphalt 7.3 SY, and topsoil 16.6 SY at Marlene Dr #34.
- Repaired 1 each of curb 3 LF, sidewalk 28 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 17.1 SY at Center DR #38.
- Repaired 1 each of curb 26 LF, sidewalk 24 FT Long x 4 FT Wide x 4 IN Deep, asphalt 12.9 SY, and topsoil 15.1 SY at Eaton Rd. #22.

#### F. Area 15:

- Repaired 1 each of sidewalk and topsoil 16.1 SY at Albergo Lane #1.
- Repaired 1 each of sidewalk and topsoil 11.9 SY at Anita Ave. #11.
- Repaired 1 each of sidewalk and topsoil 22.8 SY at Azalea Drive #31.
- Repaired 1 each of sidewalk and topsoil 13.3 SY at Caren Ct. #5.
- Repaired 1 each of sidewalk and topsoil 24.5 SY at Humphrey Dr. #50.
- Repaired 1 each of sidewalk and topsoil 8.5 SY at Lewis Lane #12.
- Repaired 1 each of sidewalk and topsoil 23.1 SY at Lilac Drive #46.
- Repaired 1 each of sidewalk and topsoil 7.9 SY at Lilac Drive #36.
- Repaired 1 each of sidewalk and topsoil 7 SY at Lilac Drive #21.
- Repaired 1 each of sidewalk and topsoil 15.8 SY at Narcissus Drive #37.
- Repaired 1 each of sidewalk and topsoil 10 SY at Narcissus Drive #15.
- Repaired 1 each of sidewalk and topsoil 12.1 SY at Salem Ct. #8.
- Repaired 1 each of sidewalk and topsoil 10.8 SY at Wilshire Drive #30.
- Repaired 1 each of sidewalk and topsoil 11.4 SY at Barry Drive #18.
- Repaired 1 each of curb 20 LF, sidewalk 15 FT Long x 4 FT Wide x 4 IN Deep, asphalt 7 SY, and topsoil 10.7 SY at Caren Ct. #2.
- Repaired 1 each of curb 20 LF, sidewalk 32 FT Long x 4 FT Wide x 4 IN Deep, asphalt 5.3 SY, and topsoil 17.8 SY at Lilac Drive #31.
- Repaired 1 each of curb 14 LF and sidewalk 17.5 FT Long x 4 FT Wide x 4 IN Deep at Syosset Woodbury Road #192.



**G. Area 16:**

- Repaired 1 each of sidewalk and topsoil 6.4 SY at Gordon Ave. #19.
- Repaired 1 each of sidewalk and topsoil 17.1 SY at Garnet Lane #42.
- Repaired 1 each of sidewalk and topsoil 14.1 SY at Garnet Lane #7.
- Repaired 1 each of sidewalk and topsoil 7.7 SY at Kalda Lane #47.
- Repaired 1 each of sidewalk and topsoil 9.2 SY at Eton Place #18.
- Repaired 1 each of sidewalk and topsoil 4.1 SY at Eton Place #2.
- Repaired 1 each of sidewalk and topsoil 4.6 SY at Amherst Dr #17.
- Repaired 1 each of sidewalk and topsoil 25.2 SY at Amherst Dr #15.
- Repaired 1 each of sidewalk and topsoil 11 SY at Central Park Dr #198.
- Repaired 1 each of sidewalk and topsoil 4.2 SY at Central Park Dr #144.
- Repaired 1 each of sidewalk and topsoil 14.4 SY at Elaine Place #20.
- Repaired 1 each of sidewalk and topsoil 24.4 SY at Randy Lane #33.
- Repaired 1 each of sidewalk and topsoil 7.5 SY at Abbey Court #1.
- Repaired 1 each of sidewalk and topsoil 7.3 SY at Plymouth Dr #109.
- Repaired 1 each of sidewalk and topsoil 8.2 SY at Ives Lane #1.
- Repaired 1 each of sidewalk and topsoil 10.8 SY at Vista Rd #9.
- Repaired 1 each of sidewalk and topsoil 11.6 SY at Phipps Lane #39.
- Repaired 1 each of sidewalk and topsoil 11.5 SY at Phipps Lane #37.
- Repaired 1 each of sidewalk and topsoil 7 SY at Phipps Lane #2.
- Repaired 1 each of sidewalk and topsoil 13.5 SY at Darley Rd #3.
- Repaired 1 each of sidewalk and topsoil 5.5 SY at Lever Pl #3.
- Repaired 1 each of sidewalk and topsoil 10.3 SY at Shelter Hill Rd #5.
- Repaired 1 each of sidewalk and topsoil 10 SY at Shelter Hill Rd #47.
- Repaired 1 each of sidewalk and topsoil 10.5 SY at Shelter Hill Rd #48.
- Repaired 1 each of sidewalk and topsoil 9.3 SY at Shelter Hill Rd #54.
- Repaired 1 each of sidewalk and topsoil 12.3 SY at Shelter Hill Rd #64.
- Repaired 1 each of sidewalk and topsoil 12 SY at Arthur Ct #5.
- Repaired 1 each of sidewalk and topsoil 10.2 SY at Brook Path #19.
- Repaired 1 each of sidewalk and topsoil 9.5 SY at Patricia St #7.
- Repaired 1 each of sidewalk and topsoil 11.5 SY at Evelyn Rd #19.
- Repaired 1 each of sidewalk and topsoil 8.9 SY at Evelyn Rd #14.
- Repaired 1 each of sidewalk and topsoil 13.6 SY at Maxine Ave #5.
- Repaired 1 each of sidewalk and topsoil 7 SY at Ruth Rd #5.
- Repaired 1 each of sidewalk and topsoil 16.9 SY at Roxton Rd #154.
- Repaired 1 each of sidewalk and topsoil 10.3 SY at Stevens St #32.
- Repaired 1 each of sidewalk and topsoil 6.5 SY at Edi Ct #26.
- Repaired 1 each of curb 12 LF, sidewalk 12 FT long x 4 FT wide x 4 IN deep, and top soil 8.5 SY at Garnet Lane #11.
- Repaired 1 each of curb 20.5 LF, sidewalk 39.5 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 17.7 SY at Randy Lane #42.
- Repaired 1 each of curb 6.5 LF, sidewalk 17 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 17.7 SY at Abbey Court #5.
- Repaired 1 each of curb 52.5 LF, sidewalk 93.5 FT Long x 4 FT Wide x 4 IN Deep, apron 166 SF, asphalt 17.7 SY, and topsoil 27.7 SY at Nassau Ave. #88.
- Repaired 1 each of curb 33 LF, sidewalk 22.5 FT Long x 4 FT Wide x 4 IN Deep, asphalt 12.3 SY, and topsoil 17.1 SY at Maplewood Rd #55.
- Repaired 1 each of curb 6.5 LF, sidewalk 67.5 FT Long x 4 FT Wide x 4 IN Deep, asphalt 3 SY, and topsoil 39.8 SY at Evelyn Rd #9.

**H. Area 17:**

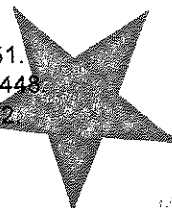
- Repaired 1 each of sidewalk and topsoil 32.9 SY at Stanley St #18.
- Repaired 1 each of sidewalk and topsoil 6.1 SY at Cliff Dr #59.
- Repaired 1 each of sidewalk and topsoil 7.7 SY at Cliff Dr #3.
- Repaired 1 each of sidewalk and topsoil 10.2 SY at Larch St #40.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Fountain St #26.
- Repaired 1 each of sidewalk and topsoil 9.2 SY at Walter Ave #46.
- Repaired 1 each of sidewalk and topsoil 14.4 SY at Ferney St #28.
- Repaired 1 each of sidewalk and topsoil 8.2 SY at Michigan Dr #15.
- Repaired 1 each of sidewalk and topsoil 19.5 SY at Woodbine Dr South #26.
- Repaired 1 each of sidewalk and topsoil 14.6 SY at Woodbine Dr South #24.
- Repaired 1 each of sidewalk and topsoil 10.6 SY at Elliot Drive #41.
- Repaired 1 each of sidewalk and topsoil 7.8 SY at Grumman Rd W #481.
- Repaired 1 each of sidewalk at Grumman Rd W #80.
- Repaired 1 each of sidewalk and topsoil 14.5 SY at Violet Ave #8.
- Repaired 1 each of sidewalk and topsoil 10.7 SY at Boulevard Dr #21.
- Repaired 1 each of sidewalk and topsoil 14.7 SY at Boulevard Dr #17.
- Repaired 1 each of sidewalk and topsoil 14 SY at Flower St #51.

#### I. Area 18:

- Repaired 1 each of sidewalk and topsoil 17.2 SY at Elmwood Ct. #16.
- Repaired 1 each of sidewalk and topsoil 18.6 SY at Elmwood Ct. #28.
- Repaired 1 each of sidewalk and topsoil 26 SY at Laura Lane #32.
- Repaired 1 each of sidewalk and topsoil 12.8 SY at Robin Ct. #24.
- Repaired 1 each of sidewalk and topsoil 23.7 SY at Sherwood Drive #16.
- Repaired 1 each of sidewalk at Glenn Drive #38.
- Repaired 1 each of sidewalk and topsoil 8.9 SY at East Drive #29.
- Repaired 1 each of sidewalk and topsoil 7.8 SY at Joyce Lane #30.
- Repaired 1 each of sidewalk at Ann Drive #8.
- Repaired 1 each of sidewalk and topsoil 6.6 SY at Harriet Drive #3.
- Repaired 1 each of sidewalk and topsoil 10.1 SY at Lesley Drive #19.
- Repaired 1 each of sidewalk and topsoil 20.4 SY at Stuart Drive #28.
- Repaired 1 each of sidewalk at Winthrop Ave #16.
- Repaired 1 each of sidewalk and topsoil 17.8 SY at Kathleen Drive #49.
- Repaired 1 each of sidewalk and topsoil 15.6 SY at Wendy Rd. #4.
- Repaired 1 each of sidewalk and topsoil 12 SY at Stuart Drive #2A.
- Repaired 1 each of sidewalk and topsoil 1.3 SY at Jan Ln #4.
- Repaired 1 each of sidewalk and topsoil 10.7 SY at Stuart Drive #32.
- Repaired 1 each of sidewalk and topsoil 13.3 SY at Parkway Dr #65.
- Repaired 1 each of curb 14 LF and sidewalk 40 FT Long x 4 FT Wide x 4 IN Deep at Richfield St. #62.
- Repaired 1 each of curb 14 LF and sidewalk 32 FT Long x 4 FT Wide x 4 IN Deep at Sally Lane.

#### J. Area 19:

- Repaired 1 each of sidewalk and topsoil 9.3 SY at Joyce Pl #4150.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Keats Ct #11.
- Repaired 1 each of sidewalk and topsoil 7.4 SY at Hunter Ridge Rd #114.
- Repaired 1 each of sidewalk and topsoil 13 SY at Hunter N. Queens Ave #251.
- Repaired 1 each of sidewalk and topsoil 11.4 SY at Hunter N. Queens Ave #448.
- Repaired 1 each of sidewalk and topsoil 13.3 SY at Hunter N. Kings Ave #232.



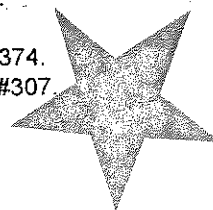
- Repaired 1 each of sidewalk and topsoil 13.1 SY at Hunter N. Queens Ave #435.
- Repaired 1 each of sidewalk and topsoil 13.3 SY at Hunter N. Pine Dr #8.
- Repaired 1 each of sidewalk and topsoil 15.1 SY at N. Elm St #181.
- Repaired 1 each of sidewalk and topsoil 11.5 SY at N. Hawthorne St. #204.
- Repaired 1 each of sidewalk and topsoil 15.5 SY at Oxford Ave #5.
- Repaired 1 each of sidewalk and topsoil 20.7 SY at Hunter Ridge Rd #128.
- Repaired 1 each of curb 5 LF, sidewalk 53 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 21.1 SY at Ava Road #4354.
- Repaired 1 each of curb 83 LF, sidewalk 87 FT Long x 4 FT Wide x 4 IN Deep, apron 45.5 SF, asphalt 26.3 SY, and topsoil 40.8 SY at Banbury Rd #306.
- Repaired 1 each of curb 16 LF, sidewalk 22 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 12.7 SY at N. Linden St #287.

#### K. Area 20:

- Repaired 1 each of sidewalk and topsoil 19.6 SY at Ash Pl #4.
- Repaired 1 each of sidewalk and topsoil 10 SY at Parkhill Ave #60.
- Repaired 1 each of sidewalk and topsoil 16.8 SY at Connecticut Ave #156.
- Repaired 1 each of sidewalk and topsoil 18.4 SY at New York Ave #33.
- Repaired 1 each of sidewalk and topsoil 17.8 SY at Grove St #49.
- Repaired 1 each of sidewalk and topsoil 21.5 SY at Riverside Ave #59.
- Repaired 1 each of sidewalk and topsoil 5.8 SY at Roxbury Lane #5.
- Repaired 1 each of sidewalk and topsoil 10 SY at Harrison Pl #116.
- Repaired 1 each of sidewalk and topsoil 8.1 SY at Anchor Dr #52.
- Repaired 1 each of sidewalk and topsoil 10.9 SY at Renee Pl #2.
- Repaired 1 each of sidewalk and topsoil 12.2 SY at N. Beech St #261.
- Repaired 1 each of sidewalk and topsoil 12 SY at Euclid Ave #139.
- Repaired 1 each of sidewalk and topsoil 10.6 SY at Franklin Pl #7.
- Repaired 1 each of sidewalk and topsoil 23.4 SY at Garfield Ave #25.
- Repaired 1 each of sidewalk and topsoil 11.6 SY at Massachusetts Ave #93.
- Repaired 1 each of sidewalk and topsoil 16.9 SY at Chicago Ave #15.
- Repaired 1 each of curb and gutter 27 LF, sidewalk 25 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.7 SY, and topsoil 12.4 SY at Sally Lane.
- Repaired 1 each of curb and gutter 27 LF, sidewalk 25 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.7 SY, and topsoil 12.4 SY at Herbert Ave #62.

#### L. Area 21:

- Repaired 1 each of sidewalk and topsoil 21 SY at Phyllis Dr #2.
- Repaired 1 each of sidewalk and topsoil 9.6 SY at Shelly Lane #26.
- Repaired 1 each of sidewalk and topsoil 14.9 SY at Hemlock Drive #85.
- Repaired 1 each of sidewalk and topsoil 12.8 SY at High St. #15.
- Repaired 1 each of sidewalk and topsoil 9.6 SY at Langdon Road #6.
- Repaired 1 each of sidewalk and topsoil 10.1 SY at N. Syracuse #461.
- Repaired 1 each of sidewalk and topsoil 10.2 SY at N. Atlanta Ave #437.
- Repaired 1 each of sidewalk and topsoil 13.1 SY at Nancy Pl #43.
- Repaired 1 each of sidewalk and topsoil 9.4 SY at Briarwood Rd #427.
- Repaired 1 each of sidewalk and topsoil 9.3 SY at Daniel Rd S #30.
- Repaired 1 each of sidewalk and topsoil 18.4 SY at N. Kentucky Ave #374.
- Repaired 1 each of sidewalk and topsoil 21.6 SY at N. Wisconsin Ave #307.
- Repaired 1 each of sidewalk and topsoil 11 SY at Brookline Dr #33.



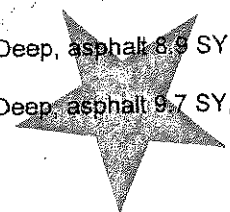
- Repaired 1 each of curb and gutter 21 LF, sidewalk 20 FT long x 4 FT wide x 4 IN deep, asphalt 6.7 SY, and topsoil 12.8 SY at Cheryl Lane #14.
- Repaired 1 each of curb and gutter 13 LF, sidewalk 61 FT long x 4 FT wide x 4 IN deep, asphalt 9 SY, and topsoil 34.1 SY at Rhonda Lane #2.
- Repaired 1 each of curb and gutter 14 LF, sidewalk 68.5 FT long x 4 FT wide x 4 IN deep, asphalt 13.3 SY, and topsoil 33.5 SY at Rhonda Lane #7.
- Repaired 1 each of curb and gutter 21.5 LF, sidewalk 88 FT long x 4 FT wide x 4 IN deep, asphalt 7.7 SY, and topsoil 50.3 SY at Hemlock Drive #95.
- Repaired 1 each of curb 22 LF, sidewalk 22 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 12.8 SY at Daniel Rd N #83.

#### M. Area 22:

- Repaired 1 each of sidewalk and topsoil 8.1 SY at Redwood Lane #88.
- Repaired 1 each of sidewalk and topsoil 7.6 SY at Wendy Lane #16.
- Repaired 1 each of sidewalk and topsoil 14.5 SY at Westgate Rd #97.
- Repaired 1 each of sidewalk and topsoil 14 SY at Denise St #34.
- Repaired 1 each of sidewalk and topsoil 10.6 SY at Richard Pl #49.
- Repaired 1 each of sidewalk and topsoil 10.4 SY at Soloff Rd #29.
- Repaired 1 each of sidewalk and topsoil 2.3 SY at Westwood Rd N #108.
- Repaired 1 each of sidewalk and topsoil 28.1 SY at Clocks Blvd #360.
- Repaired 1 each of sidewalk and topsoil 7.8 SY at Beechwood Pl #20.
- Repaired 1 each of curb 39 LF, sidewalk 45 FT Long x 4 FT Wide x 4 IN Deep, asphalt 13.3 SY, and topsoil 22.4 SY at Belair Dr #212.
- Repaired 1 each of curb and gutter 21 LF, sidewalk 20 FT long x 4 FT wide x 4 IN deep, asphalt 7.3 SY, and topsoil 12.6 SY at Henrietta Lane #1.

#### N. Area 23:

- Repaired 1 each of sidewalk and topsoil 5 SY at Eileen Ave #44.
- Repaired 1 each of sidewalk and topsoil 47.8 SY at Clark St. #2.
- Repaired 1 each of sidewalk and topsoil 11 SY at Berkshire Rd. #63.
- Repaired 1 each of sidewalk and topsoil 8.4 SY at Dorset Lane #62.
- Repaired 1 each of sidewalk and topsoil 17.2 SY at Devon Rd. #15.
- Repaired 1 each of sidewalk and topsoil 11 SY at Devon Rd. #29.
- Repaired 1 each of sidewalk and topsoil 18 SY at Azalea Ct. #24.
- Repaired 1 each of sidewalk and topsoil 19.8 SY at Hayden Drive #38.
- Repaired 1 each of sidewalk and topsoil 11.5 SY at Jean Ave. #4034.
- Repaired 1 each of sidewalk and topsoil 17.6 SY at N. Pershing Ave. #14.
- Repaired 1 each of sidewalk and topsoil 6.9 SY at Whaley Lane #86.
- Repaired 1 each of sidewalk and topsoil 6.9 SY at S. Robert Damn St. #60.
- Repaired 1 each of sidewalk and topsoil 2 SY at S.3rd St. #69.
- Repaired 1 each of sidewalk and topsoil 9 SY at Iram Pl. #12.
- Repaired 1 each of sidewalk and topsoil 12 SY at Parkview Circle N #28.
- Repaired 1 each of sidewalk and topsoil 6.5 SY at Sycamore Ave #172.
- Repaired 1 each of sidewalk and topsoil 16.5 SY at Thomas Ave. #39.
- Repaired 1 each of sidewalk and topsoil 12.8 SY at Hoover Lane #22.
- Repaired 1 each of sidewalk and topsoil 14.4 SY at Laurie Blvd #20.
- Repaired 1 each of curb 14 LF, sidewalk 32 FT Long x 4 FT Wide x 4 IN Deep, asphalt 8.9 SY, and topsoil 20.4 SY at Cheshire Rd. #80.
- Repaired 1 each of curb 13 LF, sidewalk 20 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.7 SY, and topsoil 11.3 SY at Romscho St #27.



- Repaired 1 each of curb 31 LF, sidewalk 20 FT Long x 4 FT Wide x 4 IN Deep, asphalt 9.4 SY, and topsoil 16.1 SY at Miami Rd #26.

**O. Area 24:**

- Repaired 1 each of sidewalk and topsoil 17 SY at Sussex Ave #8.
- Repaired 1 each of sidewalk and topsoil 13.9 SY at Alhambra Rd #98.
- Repaired 1 each of sidewalk and topsoil 7 SY at West End Ave #260.
- Repaired 1 each of sidewalk and topsoil 7.1 SY at West End Ave #248.
- Repaired 1 each of sidewalk and topsoil 10.2 SY at Harrison Ave. #53.
- Repaired 1 each of sidewalk and topsoil 14.2 SY at Leonard Dr #24.
- Repaired 1 each of sidewalk and topsoil 9.6 SY at Sandy Ct #10.
- Repaired 1 each of sidewalk and topsoil 13.4 SY at Frankel Rd #16.
- Repaired 1 each of sidewalk and topsoil 8.9 SY at Shoreham Rd #47.
- Repaired 1 each of sidewalk and topsoil 16.3 SY at Unqua Rd #120.
- Repaired 1 each of sidewalk and topsoil 10.2 SY at West Seneca.
- Repaired 1 each of sidewalk and topsoil 11.7 SY at Nearwater Ave #56.
- Repaired 1 each of sidewalk and topsoil 13.1 SY at S. Bay Drive #250.
- Repaired 1 each of sidewalk and topsoil 9.1 SY at Highland St E. #31.
- Repaired 1 each of sidewalk and topsoil 11.7 SY at Iroquois St E #30.
- Repaired 1 each of sidewalk and topsoil 11.2 SY at Pocahontas St #44.
- Repaired 1 each of sidewalk and topsoil 21.7 SY at Nassau Rd #137.
- Repaired 1 each of sidewalk and topsoil 10.2 SY at Nevin Terrace #9.
- Repaired 1 each of sidewalk and topsoil 5 SY at Sandy Ct #1.
- Repaired 1 each of curb 20 LF, sidewalk 20.5 FT Long x 4 FT Wide x 4 IN Deep, and topsoil 11.6 SY at Canal Rd #5.
- Repaired 1 each of curb 15 LF, sidewalk 29.5 FT Long x 4 FT Wide x 4 IN Deep, apron 28 SF, asphalt 5.3 SY, and topsoil 22.6 SY at Seminole Ave #16.
- Repaired 1 each of curb 6 LF, sidewalk 35 FT Long x 4 FT Wide x 4 IN Deep, asphalt 3 SY, and topsoil 15.6 SY at S. Bay Drive #36.

**P. Area 25:**

- Repaired 1 each of sidewalk and topsoil 18.3 SY at Glen Drive #15.
- Repaired 1 each of sidewalk and topsoil 14.4 SY at Charlotte Pl. #29.
- Repaired 1 each of sidewalk and topsoil 11 SY at Dolores Pl. #1.
- Repaired 1 each of sidewalk and topsoil 7.8 SY at Nautilus Ave. #7.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Lombardi Place #20.
- Repaired 1 each of sidewalk and topsoil 5 SY at Terry Lane #8.
- Repaired 1 each of sidewalk and topsoil 9.5 SY at Karen Ave. #17.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Stewart St. #51.
- Repaired 1 each of sidewalk at Malton Road #3.
- Repaired 1 each of sidewalk and topsoil 13 SY at Floral Ave. #203.
- Repaired 1 each of sidewalk and topsoil 16.1 SY at Fairway Drive #21.
- Repaired 1 each of sidewalk and topsoil 10.1 SY at Serpentine Lane #12.
- Repaired 1 each of sidewalk and topsoil 11.1 SY at Myron Rd #15.
- Repaired 1 each of sidewalk and topsoil 18.2 SY at Pasture Lane #20.
- Repaired 1 each of curb and gutter 13.5 LF, sidewalk 16 FT long x 4 FT wide x 4 IN deep and topsoil 16.7 SY at Briarwood Lane #55.
- Repaired 1 each of curb 50 LF, sidewalk 28 FT long x 4 FT wide x 4 IN deep, asphalt 10 SY, and topsoil 19.8 SY at Morton Blvd #110.



**Q. Area 27:**

- Repaired 1 each of sidewalk and topsoil 16.7 SY at Beach St. #1.
- Repaired 1 each of sidewalk and topsoil 10.6 SY at Greenway Drive #129.
- Repaired 1 each of sidewalk and topsoil 18.7 SY at Fieldcrest Lane #3.
- Repaired 1 each of sidewalk and topsoil 27.8 SY at Phillip Drive #3.
- Repaired 1 each of sidewalk and topsoil 3.6 SY at McKinley Ave #40.
- Repaired 1 each of sidewalk and topsoil 24 SY at Lincoln St #5.
- Repaired 1 each of sidewalk and topsoil 13.5 SY at Washington St #128.
- Repaired 1 each of sidewalk and topsoil 12.5 SY at Washington St #122.
- Repaired 1 each of sidewalk at Ninth Ave #4.
- Repaired 1 each of curb 44 LF, sidewalk 40 FT Long x 4 FT Wide x 4 IN Deep, asphalt 15 SY, and topsoil 22.4 SY at Hyman Dr #6.

**Work Completed Totals:**

**1. Contract:**

- a. Sidewalks repaired: \$302,176
- b. Engineering and Architecture Services: \$118,665.78

**Work Completed Total: \$420,841.78**

**Project Notes:**

1. All costs associated with this project have been validated. See attachment labeled: *DR4567NY - 174192 - Revised Validation Sheet.xlsx*.
2. Procurement document attached has been reviewed. See attachment labeled; *Town of Oyster Bay - Procurement Policy.pdf*.
3. For sidewalks maintenance see document labeled; *174192-4567DRNY Oyster Bay Sidewalks-Applicant RFI responses.pdf*.
4. For Environmental Historic Preservation (EHP) review, fill was obtained from the Earth Recycling, LLC, located at 608 Union Avenue, Holtsville, NY 11742 (GPS coordinates: 40.81292, -73.06344). See provided document labeled; *174192-4567DRNY Oyster Bay Sidewalks-Applicant RFI responses.pdf*.
5. For EHP review, no staged equipment outside the right of way. See document labeled; *174192-4567DRNY Oyster Bay Sidewalks-Applicant RFI responses.pdf*.



6. For EHP review of ground disturbance, see document labeled; *74192-4567DRNY Oyster Bay Sidewalks-Applicant RFI responses.pdf*.

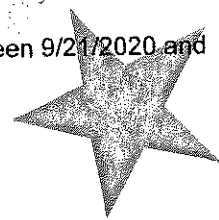
7. For EHP review, debris was disposed by the contractor that performed the repairs.

8. Vegetative debris was capture in Cat. A project 174189.

9. Project had a cost change in the Validation Sheet, SOW, and Cost section due to engineering and architecture services. There were no changes in the DDD. See documents labeled as *DR4567NY - 174192 - Debris Removal (Cat C)\_012723.pdf* and *DR4567NY - 174192- Letter from NSEA to FEMA Category Cost Allocations\_012723.pdf*.

10. Document labeled as *DR4567NY - 174192- Letter from NSEA to FEMA Category Cost Allocations\_012723.pdf* says Cat. A, Cat. B, and Cat Z. The Cat, B could be a typing error and should had been written Cat. C.

11. Cost share for this version is 90%. All work and costs in this project fall between 9/21/2020 and 7/20/2021.



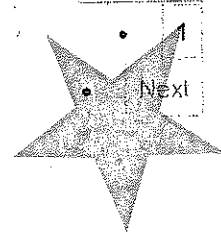
## Cost

Damage #	Line Item #	Code	Quantity
441358	1	9001 (Contract)	1

Showing 1 to 1 of 1 entries

Previous

Next



CRC GROSS COST	<b>\$420,841.78</b>
TOTAL 406 HMP COST	<b>\$0.00</b>
TOTAL INSURANCE REDUCTIONS	<b>\$0.00</b>

CRC NET COST    **\$420,841.78**  
FEDERAL SHARE (90.00%)    **\$378,757.61**  
NON-FEDERAL SHARE (10.00%)    **\$42,084.17**

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal

agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

# Additional Information

01/31/2023

Property insurance coverage for road(s), road right-of-ways, embankment erosion, bridges or culvert damage represented on this project are not insured or insurable. No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

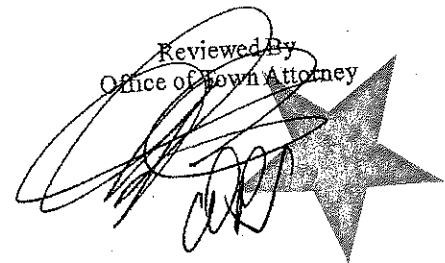
No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. The applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be required for this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1).

No insurance narrative will be produced or uploaded into documents or attachments.

Olga Renta, PA Insurance Specialist, CRC Atlantic, PR

Reviewed By  
Office of Town Attorney



## Damage Description and Dimensions

The Disaster #4567DR, which occurred between 8/4/2020 and 8/4/2020, caused:

- **Damage #441357; Debris Removal Town wide**

- During the incident period 8/4/2020 through 8/4/2020, Tropical Storm Isaias deposited the following debris throughout Oyster Bay, Town of.
  - 54 Audrey Avenue Oyster Bay, New York 11771, a Public ROW, located at 40.873460 -73.531750, 13,626.61 Ton of Vegetative Debris. The work was completed between 8/4/2020 and 12/31/2020 by both Force Account and Contract, with a permit.
  - 54 Audrey Avenue Oyster Bay, New York 11771, a Public ROW, located at 40.873460 -73.531750, 100 Ton of Stumps. The work was completed between 8/4/2020 and 12/31/2020 by both Force Account and Contract, with a permit.

## Scope

### **441357** Debris Removal Town wide

#### Work Completed:

The applicant utilized force account labor, equipment, rental equipment, and contracts for debris removal operations throughout Town of Oyster Bay, between 08.04.20 and 12.31.2020

The cost share for this project is 90%.

By submitting straight time force account labor costs; the applicant has elected to participated in the Alternative Procedures for Debris Removal.

#### Public Works:

A. Removed and Hauled 13,626.61 Ton of vegetative debris from roads, and public property including right of ways to temporary disposal site.

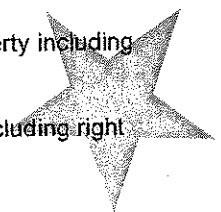
1. Force Account Labor Straight Time: 263 Laborers, 7,533.00 hours= \$457,206.02
2. Force Account Labor Overtime: 263 Laborer, 4,870.75 hours= \$363,975.15
3. Force account Equipment: 348 EA. 15,157.00 equipment hours= \$438,785.37
4. Rental Equipment: \$2,300.00

#### Contract:

A. Removed, Chipped and Hauled 100 Ton of Stumps debris from roads, and public property including right of ways and disposed debris to final disposal site/landfill.

B. Helped removed 13,626.61 Ton of vegetative debris from roads, and public property including right of way sand disposed debris to final disposal site/landfill.

1. Debris Removal-Contract: \$1,349,199.94



2. Monitoring Fees-Contract: \$110,181.24

**Work Completed Totals:**

1. Force Account Labor Straight Time: 263 Laborers, 7,533.00 hours= \$457,206.02
2. Force Account Labor Overtime: 263 Laborer, 4,870.75 hours= \$363,975.15
3. Force account Equipment: 348 EA. 15,157.00 equipment hours= \$438,785.37
4. Rental Equipment: \$2,300.00
5. Debris Removal/Monitoring-Contract: \$1,459,381.18

Work Completed Total: **\$2,721,647.72**

Unit Cost: Work Completed Total Cost \$2,721,647.72/ 13,726.61 Ton Total= **\$198.28 /Ton**

**Temporary Debris Staging and Reduction Sites (4):**

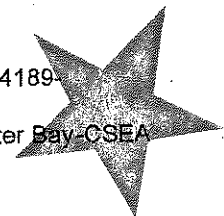
1. Old Bethpage Landfill:
  - Address: 101 Bethpage-Sweet Hollow Rd, Old Bethpage, NY 11804. Latitude: 40.755000; Longitude: -73.451667
  - Permit No.: Obtained by Contractor
2. The Town of Oyster Bay Golf Course:
  - Address: 1 S Woods Rd, Woodbury, NY 11797. Latitude: 40.814188; Longitude: -73.481735
  - Permit No.: Obtained by Contractor
3. Lake Avenue Department of Public Works yard
  - Address: 44 30 Lake Ave. Oyster Bay NY. Latitude: 40.87054517807544; Longitude: -73.54108596198773
  - Permit No.: Obtained by Contractor
4. Glen Head Department of Public Works yard
  - Address: 65 Roslyn Dr. Glen Head NY 11545. Longitude: 40.836723; Latitude: -73.626104
  - Permit No.: Obtained by Contractor

**Final Disposal Sites (2):**

1. Omni Recycling of Babylon Inc:
  - Address: 114 Alder Street, West Babylon NY 11704. Longitude: 40.73283; Latitude: -73.396572
  - Permit No.: 52M07/147280072000001
2. Vigliotti Recycling Corp:
  - Address: 100 Urban Avenue Westbury, NY 11590. Longitude: 40.758664; Latitude: -73.562509
  - Permit No.: 30M17/128220046400004

**Project Notes:**

1. All costs associated with this project have been validated. See attachment labeled: 174189-DR4567NY- DVS Validation Summary Sheet (updated).xlsx
2. Payroll policy has been provided and reviewed. See attachment labeled: Town of Oyster Bay-CSEA 881-Union Agreement.pdf



3. All procurement documents attached have been reviewed. See attachment labeled: Town of Oyster Bay - Procurement Policy.pdf
4. Debris Monitoring activities were performed by Applicant DPW and contracted consultant.
5. During validation there was a cost difference of \$(11,138.16) due to the removal of duplicated FAL hours, correction of FAL ST/OT Fringe benefits percentage and hourly rate for part-time laborers, and the correction of FAE cost codes and the addition of contracted monitoring fees. Project will be submitted with CRC Validated Amount. See attachment labeled: 174189-DR4567NY-Concurrence Email.pdf, DR4567NY - 174189 - Debris Removal (Cat A)\_012723.pdf and DR4567NY - 174189 - Letter from NSEA to FEMA Category Cost Allocations\_012723.pdf
6. Force account equipment hours exceed force account labor hours due to multiple pieces of equipment used simultaneously to remove great numbers of vegetative debris and fallen trees.
7. Tree and Stump Removal GPS Location and information provided by Applicant. Please see attachment labeled as: Project # 174189 - DR4567-NY Tree and Stump Removal Locations.pdf, 174189 - DR4567NY - DR4567-NY Debris Photos Trip Locations with GPS\_012822.pdf

## Cost

Damage #	Line Item #	Code
441357	1	9226 (Force Account Labor (Straight Time) - Debris Removal)
441357	2	9227 (Force Account Labor (Over Time) - Debris Removal)
441357	3	9008 (Equipment)
441357	4	9004 (Rented Equipment)
441357	5	9231 (Contract - Debris Removal)

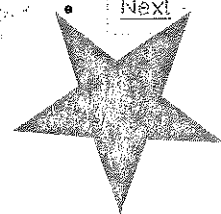
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Previous

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Next

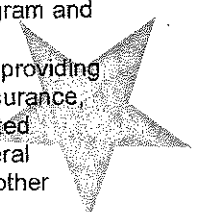
CRC GROSS COST	\$2,721,647.72
TOTAL INSURANCE REDUCTIONS	\$0.00
CRC NET COST	\$2,721,647.72
FEDERAL SHARE (90.00%)	\$2,449,482.95
NON-FEDERAL SHARE (10.00%)	\$272,164.77





## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another



federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

# Additional Information

2/7/2023

### GENERAL INFORMATION

Event: 4339DR-PR  
Project: 4567DR-NY  
Category of Work: Cat A - Debris Removal  
Applicant: Oyster Bay, Town of  
Event Type: Severe Storms / Isaias  
Cause of Loss: Wind / Wind Driven Rain  
Incident Period: 8/4/2020 to 8/4/2020  
Total Public Assistance Amount: \$2,721,647.72

### COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: Yes  
Policyholder per Policy Documents: Town of Oyster Bay  
Policy Issued by: Zurich North America  
Policy Number: ERP6447791-01  
Policy Period: From: 12/31/2019 To: 12/31/2020  
Policy Valuation: Blanket Policy  
Policy Limits: \$100,000,000.00  
RCV or ACV: Replacement Cost Value  
Deductible Type: Per Occurrence : 1% (Named Storm deductibles are subject to a minimum deductible of \$100,000.00)  
Does the Applicant's Commercial Policy extend coverage for the damage described in this project: No

### NUMBER OF DAMAGED INVENTORIES INCLUDED IN THIS PROJECT: (1)

#### Damaged Inventory (DI) #441357:

##### **Debris Removal Town wide**

Number of damaged locations included in this DI: (1)  
Location Description: 54 Audrey Avenue Oyster Bay, New York 11771  
GPS Coordinates: 40.873460 -73.531750  
Cause of Loss: Wind / Wind Driven Rain  
SOV / Schedule #: Not Insured  
SOV / Schedule Amount: \$0.00  
Applicable Deductible Amount: \$0.00  
Damage Inventory Amount: \$2,721,647.72

#### Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

#### Reduction(s):

No Reduction is being made to this facility.



Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for Debris Removal Town wide because facility does not meet the definition of building, equipment, contents, or vehicle.

Insurance Proceeds Statement:

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

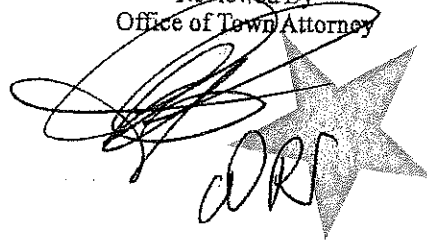
**PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)**

**A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

Mangual Gonzalez, Wilfredo, PA Insurance Specialist  
CRC Atlantic, Guaynabo, PR

Reviewed By  
Office of Town Attorney



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

**TO:** MEMORANDUM DOCKET


**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

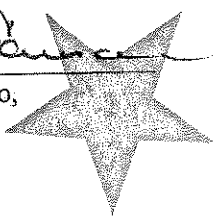
**DATE:** OCTOBER 2, 2023

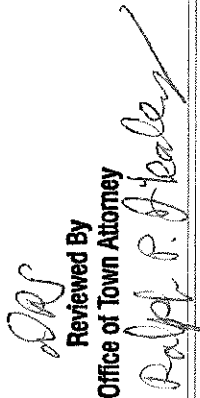
**SUBJECT:** FEMA PUBLIC ASSISTANCE PROGRAM: TROPICAL STORM ISAIAS

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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 October 17, 2023. Details will follow by supplemental memorandum.

  
Frank V. Sammartano,  
Commissioner



  
 Reviewed By  
 Office of Town Attorney  
 Ralph P. Healey

WHEREAS, Dawn Frey, President, Rocking the Road for a Cure, Inc., P. O. Box 404, Little Neck, New York 11363, by undated letter, requested the use of Municipal Parking Field M-8, Massapequa, from 6:00 a.m. to 9:00 p.m., on Sunday, October 1, 2023, the posting of temporary "No Parking" signs upon said Field, fifteen (15) complete barricades and sixty (60) large traffic cones, for the organization's 14<sup>th</sup> Annual Motorcycle Run for Breast Cancer; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated September 23, 2022, advised that the has no objection to Rocking the Road for a Cure, Inc. utilizing Municipal Parking Field M-8, Massapequa, from 6:00 a.m. to 9:00 p.m., on Sunday, October 1, 2023, the posting of temporary "No Parking" signs upon said Field, the use of fifteen (15) complete barricades and sixty (60) traffic cones for the organization's 14<sup>th</sup> Annual Motorcycle Run for Breast Cancer; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, *nunc pro tunc*, and the Town Board hereby ratifies the Department of Public Works having provided Rocking the Road for a Cure, Inc., with use of Municipal Parking Field M-8, Massapequa, from, from 6:00 a.m. to 9:00 p.m., on Sunday, October 1, 2023, the posting of temporary "No Parking" signs upon said Field, fifteen (15) complete barricades and sixty (60) traffic cones for the organization's 14<sup>th</sup> Annual Motorcycle Run for Breast Cancer, 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 event;

3. The said organization shall file a Certificate of Insurance 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 in the general aggregate and naming the Town of Oyster Bay as an additional insured, and a hold harmless agreement, in favor of the Town, in connection with the afore-described activity.

-#-

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

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

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

September 21, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ROCKING THE ROAD FOR A CURE INC.  
14<sup>TH</sup> ANNUAL MOTORCYCLE RUN FOR BREAST CANCER  
SUNDAY, OCTOBER 1<sup>ST</sup> 2023  
(NUNC PRO TUNC)

Enclosed please find a copy of the letter from Dawn Frey, President, requesting our assistance on behalf of the Rocking the Road for a Cure Inc. in conducting their 14<sup>th</sup> annual Motorcycle Run for Breast Cancer on Sunday, October 1<sup>st</sup> 2023.

The Highway Division has no objection to Rocking the Road for a Cure Inc. utilizing municipal parking field M-8 on Sunday, October 1<sup>st</sup>, 2023 from 8:00 A.M. to 6:00 P.M. and will install "No Parking signs to close the parking field for the above mentioned date and times for their 14<sup>th</sup> annual Motorcycle Run for Breast Cancer event.

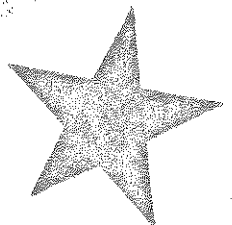
In addition, the Highway Division can readily supply the fifteen (15) complete barricades and sixty (60) traffic cones for the event as well.

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

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

 RWL/kaz  
Attachments

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





A 501(c)(3) Nonprofit Organization for Breast Cancer Wellness Programs and Support Services

Town of Oyster Bay Highway Dept.  
150 Miller Place  
Syosset, NY 11791  
516-677-5839

Dear Kim Kzervos:

My name is Dawn Frey and I am the founder and president of Rocking the Road for a Cure, Inc., a nonprofit 501(c)(3) organization dedicated to providing free wellness programs and support services to breast cancer patients in Queens and Long Island.

I am contacting you to request a permit for exclusive use of the parking lot located on the east side of the VFW Post 7277 at 191 Veterans Blvd, Massapequa, NY 11758 parking field M8 on Sunday, October 1, 2023 from 7am until 6:00pm, which includes set up and clean up time at the for the the event. We are hosting our 14th Annual Motorcycle Run for Breast Cancer and Car Show will require space for participating motorcycles, cars, vendors, band, raffle tables, tarps, tables, chairs, etc.

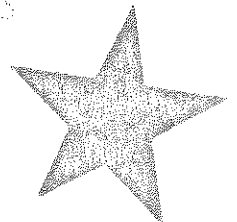
Can you please provide us with 60 Large Cones and 15 Barricades and show mobile unit if available. Your assistance in this matter would be very much appreciated, so that we may have a successful fundraising event and continue to help improve the lives of men and women undergoing breast cancer treatment. Thank you for your support.

Sincerely,

Dawn Frey, President,

Rocking The Road For A Cure, Inc. P.O. Box 404, Little Neck, NY 11363 PHONE: (516) 417-1911

WEBSITE: <https://rockingtheroadforcure.org>  
EMAIL: [rockingtheroadforcure@gmail.com](mailto:rockingtheroadforcure@gmail.com)



Rocking The Road For A Cure is a 501(c)(3) nonprofit organization







AMERI-8

OP ID: NC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/24/2023

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 Jones Birdsong Insurance Services Division of Specialty Program Group LLC 600 Market Street, Suite 210 Chanhassen, MN 55317	866-998-3864	CONTACT NAME: Donald Birdsong PHONE (A/C, No, Ext): 866-998-3864 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE		
INSURED American Motorcyclist Association, Inc.; Wildflower Productions/Rocking the Road for a Cure	INSURER A: New York Marine And General		NAIC # 16608
	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	ADD'L INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 E&O  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Per Event	Y	PK202300026671	1/30/2023	1/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 PLL \$ 1,000,000
	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"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	Y	EX202300003936	10/1/2023	1/30/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	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				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)

Type of Event: Class 6B

Event Title: Rocking the Road for a Cure 14th Annual MC run for Breast Cancer

Location: Ride from Marjorie Post Park to American Legion Post 1066

The certificate holder is added as an additional insured subject to the terms of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

The Town of Oyster Bay  
54 Audrey Ave.  
Oyster Bay, NY 11711

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  
Donald Birdsong

**NOTEPAD:**HOLDER CODE  
INSURED'S NAME American MotorcyclistAMERI-8  
OP ID: NCPAGE 2  
Date 8/24/2023**Type of Insurance: Commercial General Liability****Policy Number: PK202300026671****Insured: AMERICAN MOTORCYCLIST ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS****Additional Insureds, in accordance with policy terms and conditions:**

- A. Any managers, owner, or lessor of premises used by the named insured;
- B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
- C. Any person or organization sponsoring your activities or events;
- D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members; volunteers
- E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
- F. Any state or governmental agency or subdivision or political subdivision - permits or authorizations
- G. Any lessor of leased equipment when required in lease agreement with you
- H. Town of Oyster Bay

EVENT DATES\*: October 1, 2023

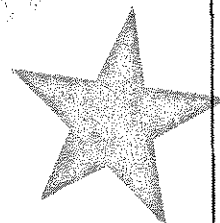
PRACTICE: N/A

ADDITIONAL CAMPING: N/A

ADDITIONAL SET-UP: N/A

ADDITIONAL TEAR DOWN: N/A

\*Includes coverage for set-up and camping day before the Event and tear down the day after the Event.



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

This Agreement is made this 1<sup>st</sup> day of Sept 2023, by Dawn Dimilia-Frey (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 10/1/23 through 10/1/23.

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:

Rocking the Boat for a Cause, Inc.

Address of Organization:

235 Massachusetts Ave  
Massapequa, NY 11756

By: Dawn Dimilia-Frey  
Authorized Representative

Title: President

Telephone Number [REDACTED]

DATE: 9/21/2023

TO: HIGHWAY OPERATIONS

SUBJECT: R.T.R.F.A.C. Motorcycle Ride for Breast Cancer

PLEASE DELIVER TO:

M-8 TOB Lot  
By the VFW Hall  
Massapequa

DATE OF EVENT: 10/1/23

BARRICADES: 15

CONES: 60

CONTACT: Dawn Frey  
[REDACTED]

PORTABLE LIGHTS:

GENERATOR:

PACKER:

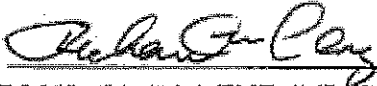
DELIVER ON: 9/29/23

PICKUP ON: 10/2/23

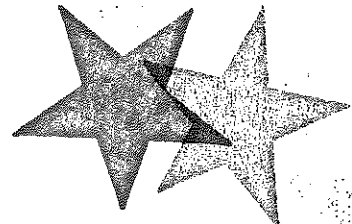
SWEEPING BEFORE AFFAIR IS NEEDED:	<u>XX</u>	
	YES	NO

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  
Dan Kornfeld  
Area Foreman, 020  
Public Safety Division



Meeting of October 17, 2023

Resolution No. 748-2023

WHEREAS, by Resolution No. 908-2022, adopted December 13, 2022, the Town Board authorized execution of a Memorandum of Understanding (MOU) between the Town of Oyster Bay and Cornell Cooperative Extension ("CCE"), through which the Town and CCE are collaborating on the collection, removal, and disposal of underwater marine debris (ghost traps) in Oyster Bay-Cold Spring Harbor and Long Island Sound; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Environmental Resources, by memorandum dated September 25, 2023, reported that the MOU is due to expire October 24, 2023, and that CCE has requested additional time to complete its initiative, due to weather conditions, and requested that the Town Board authorize the extension of the Memorandum of Understanding (attached) between the Town of Oyster Bay and Cornell Cooperative Extension to December 31, 2023, to allow for additional time to complete this environmentally essential program,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Memorandum of Understanding between the Town of Oyster Bay and Cornell Cooperative Extension is hereby extended to December 31, 2023, and the Supervisor, or his designee, is authorized to execute such documentation necessary to effectuate this extension.

-#-

*EL*  
Reviewed By  
Office of Town Attorney  
*Elizabeth O. Taughman*

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

Supervisor Saladino	Aye
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: Louis G. Savinetti, Commissioner  
Department of Environmental Resources

DATE: September 25, 2023

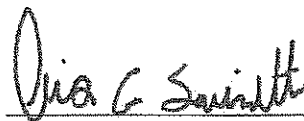
SUBJECT: Extension of Memorandum of Understanding  
Cornell Cooperative Extension: Ghost Trap Program

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Resolution Number 908-2022 authorized a Memorandum of Understanding (MOU) between the Town of Oyster Bay (Town) and Cornell Cooperative Extension (CCE), through which the Town and CCE are collaborating on an initiative to collect, remove, and dispose of underwater marine debris (ghost traps) in Oyster Bay-Cold Spring Harbor, and the Long Island Sound.

The MOU between the Town and CCE is due to expire on October 24, 2023. CCE have requested additional time to complete this initiative, as their scheduling has been slowed due to weather conditions.

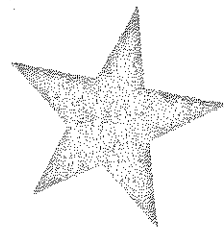
It is therefore, respectfully requested, that the above referenced Memorandum of Understanding between Town of Oyster Bay and Cornell Cooperative Extension be extended through December 31, 2023 to allow for additional time to complete this initiative.



Louis G. Savinetti  
Commissioner

By Colin Bell

CB:ds  
Attachments



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

Meeting of December 13, 2022

Resolution No.908-2022

WHEREAS, The Department of Environmental Resources, in conjunction with Friends of the Bay and Cornell Cooperative Extension, intends on conducting a marine debris removal project to collect, remove, and dispose of assorted underwater marine debris (ghost traps) in Oyster Bay-Cold Spring Harbor and Long Island Sound; and

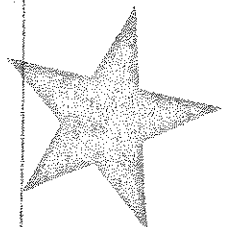
WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated November 21, 2022, requested that the Town Board authorize the Town to enter into a Memorandum of Understanding (attached) between the Town of Oyster Bay and Cornell Cooperative Extension to participate in this environmentally essential program with assistance from the Department of Sanitation-Solid Waste,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved, and the Supervisor, or his designee, is authorized to execute a Memorandum of Understanding between the Town of Oyster Bay and Cornell Cooperative Extension.

-#-

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

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



Meeting of October 17, 2023

Resolution No. 749-2023

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 29, 2023, requested Town Board authorization for the Department of Community and Youth Services to sponsor the Town's Annual Holiday Concert Series, to be presented on Monday, November 27, 2023 at 7:30 p.m., and Tuesday, November 28, 2023 at 2:00 p.m. (matinee) and 7:30 p.m., at the Tilles Center for the Performing Arts at LIU Post, Brookville, with the Town incurring the following costs for performers:

PERFORMER:	DESCRIPTION OF SERVICES:	AMOUNT:
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Musicians of the Concert Pops of Long Island/ Dean Karahalís, Conductor and Manager Personal Service	\$50,775.00
DD MANAGEMENT & CONSULTING, INC.	Shac Aplan, Baritone and Marissa Famiglietti, Soprano	\$10,000.00
I S.M.I.L.E. in New York Productions, LLC	Fabulous Fezzywigs	\$ 5,036.00
David Katz	Cantor David Katz, Tenor	\$ 2,250.00
Massapequa Chieffettes	Kickline	No Cost

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that in accordance with the Town of Oyster Bay Procurement Policy, these musicians are exempt from the solicitation and written proposal procedures, and that all performers have been vetted through the Exiger System and satisfy the Town's Procurement Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the total cost of \$68,061.00 will be paid from Account No. CYS A 7020 47660 000 0000, Special Events, and that any additional purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy through the Department of General Services, Purchasing Division and charged to appropriate accounts or supplemented by Friends of the Community Service Department, Incorporated;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Community and Youth Services is hereby authorized to conduct the Town's Annual Holiday Concert Series, to be presented on Monday, November 27, 2023 at 7:30 p.m., and Tuesday, November 28, 2023 at 2:00 p.m. (matinee) and 7:30 p.m., at the Tilles Center for the Performing Arts at LIU Post, Brookville, and to employ the abovementioned musicians and artists, at a total cost not to exceed \$68,061.00; and be it further

DRS  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Faughnan



RESOLVED, That any additional purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy through the Department of General Services, Purchasing Division and charged to appropriate accounts or supplemented by Friends of the Community Service Department, Incorporated; 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 be it further

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

-#-

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

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

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

September 29, 2023

TO: Memorandum Docket

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

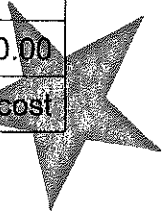
SUBJECT: 2023 Annual Holiday Concert - Performers

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The Department of Community and Youth Services is requesting Town Board authorization to sponsor the Town's Annual Holiday Concert Series.

The concerts will be presented on the following dates and times: Monday, November 27, 2023 at 7:30 PM, Tuesday, November 28, 2023 at 2:00 PM (matinee) and 7:30 PM. These three performances will not exceed 2 1/2 hours each. The concerts are scheduled to be held at the Tilles Center for the Performing Arts at LIU Post, Brookville, NY 11548. The Town will incur the following costs for the entertainment:

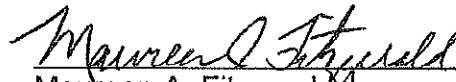
CHECK PAYABLE TO:	DESCRIPTION OF SERVICES:	AMOUNT:
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Musicians of the Concert Pops of Long Island/ Dean Karahalis, Conductor and Manager Personal Service	\$50,775.00
DD MANAGEMENT & CONSULTING, INC.	Shae Apland, Baritone and Marissa Famiglietti, Soprano	\$10,000.00
I S.M.I.L.E. in New York Productions, LLC	Fabulous Fezzywigs	\$5,036.00
David Katz	Cantor David Katz, Tenor	\$2,250.00
Massapequa Chiefettes	Kickline	No cost

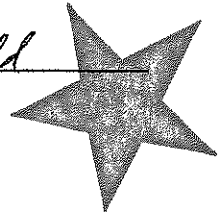


In accordance with the Town of Oyster Bay's Procurement Policy these musicians are exempt from the solicitation and written proposal procedures. All performers have been vetted through the Exiger System and satisfy the Town's Procurement Policy.

The total cost of \$68,061.00 will be paid from Account CYS A 7020 47660 000 0000, Special Events. Any additional purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy through the Purchasing Division and charged to the appropriate accounts or supplemented by *Friends of the Community Service Department, Incorporated*.

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

  
Maureen A. Fitzgerald  
Commissioner



MAF:kf  
Attachments

## CONTRACT

This Contract, made the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and NY Brass Choir, Inc., dba Concert Pops of Long Island, having its principal office c/o Dean Karahalis, 8 Hollyberry Rd., Plainview, New York 11803 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

NY Brass Choir, Inc dba Concert Pops of Long Island

a. Type of performance:           Annual Holiday Concert  
    Musicians of Concert Pops and  
    Conductor and Manager Personal Fee

b. Contract Amount:               \$50,775.00

- c. Date, time and place of performance:

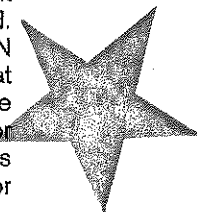
DATES:                   November 27, 2023 at 7:30 p.m. – 10:00 p.m.  
                                  November 28, 2023 at 2:00 p.m. – 4:30 p.m.  
                                  November 28, 2023 at 7:30 p.m. – 10:00 p.m.

TIME:                   Not to Exceed 2 ½ hours each

PLACE:                  Tilles Center @ Long Island University  
                                  720 Northern Boulevard  
                                  Brookville, New York 11548

ADDITIONS:           Includes one rehearsal on:  
    Monday, November 27, 2023  
    Hours to be determined

2. Performances to be as indicated above; time and dates to be determined by TOWN. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of Fifty thousand seven hundred seventy five fifty dollars. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.



5. CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRATOR and/or its subcontractors, agents or employees.
6. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.
7. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
8. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
9. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
10. FORCE MAJEURE

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2023

PAYMENT MADE PAYABLE TO: NY Brass Choir, Inc., dba Concert Pops of Long Island

NY BRASS CHOIR, INC. dba  
CONCERT POPS OF LONG ISLAND

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023

TOWN OF OYSTER BAY

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

DATE: \_\_\_\_\_, 2023

## EXHIBIT A

### CONTRACT TERMS & CONDITIONS

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

1. The scheduling of all performances shall be determined by the Commissioner of the Department of Community & Youth Services.
2. If the scheduled Performers are contracted through a separate agreement with CONTRACTOR, then CONTRACTOR is considered the Performer's Agent and expressly warrants that he/she is authorized by Performer to execute this contract on behalf of the Performer.
3. All "Riders" imposed on CONTRACTOR by the Performer shall be satisfied by CONTRACTOR without any additional cost to the TOWN.
4. Any cancellation by a Performer will be the responsibility of CONTRACTOR to replace with a performer of equal or better rating, approved by the Commissioner of the Department of Community and Youth Services and at no additional cost to TOWN.
5. A separate contract between CONTRACTOR and TOWN shall be executed for each performance agreed to by TOWN.
6. Payment for performances shall be made after satisfactory completion of paperwork in accordance with the procedures set forth by the TOWN Comptroller and approved by the Commissioner of the Department of Community & Youth Services.
7. All Performers must be available for public relations photographs (if applicable) 30 minutes prior to show time.
8. All performers must arrive at the performance location no later than one (1) hour prior to show time.
9. Rehearsal requirements must be identified at contract signing. The cost, if any, for facilities or sound technicians other than those approved for the day of the first performance will be the responsibility of CONTRACTOR.
10. CONTRACTOR shall be present on site at each performance provided by them.
11. If CONTRACTOR requires any services, other than those stipulated in this contract, the request must be made to the Commissioner of the Department of Community & Youth Services or the Program Coordinator.
12. No sale of any items by the CONTRACTOR shall be permitted without prior approval by the Commissioner of the Department of Community & Youth Services or her designee.

## CONTRACT

This Contract, made the \_\_\_\_ day of \_\_\_\_\_, XXXX by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and XXXXXXXX, having its principal office at XXXXXXXX, XXXXX, New York XXXXX (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide services by:

XXXXXXXXXXXXXXXXXX

a. Type of performance: XXXXXXXXXXXXXXXXXXXX

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

c. Date, time and place of performance:

DATE: XXXXX, XXXX XX, XXXX

TIME: X:XX - XX:XX

DURATION: XXXXXXXXXXXXXXXX

PLACE: XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXX, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$XX,XXX.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees

Reviewed By  
\_\_\_\_\_  
Office of Town Attorney

6. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.
7. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
8. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
9. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
10. FORCE MAJEURE

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, XXXX.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: XXXXXXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
CONTRACTOR

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

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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

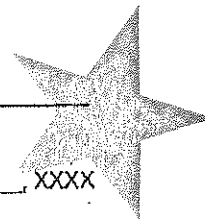




EXHIBIT A  
CONTRACT TERMS & CONDITIONS

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

1. The scheduling of all performances shall be determined by the Commissioner of the Department of Community & Youth Services.
2. If the scheduled Performers are contracted through a separate agreement with CONTRACTOR, then CONTRACTOR is considered the Performers Agent and expressly warrants that he/she is authorized by Performer to execute this contract on behalf of the Performer.
3. All "Riders" imposed on CONTRACTOR by the Performer shall be satisfied by CONTRACTOR without any additional cost to the TOWN.
4. Any cancellation by a Performer will be the responsibility of CONTRACTOR to replace with a performer of equal or better rating, approved by the Commissioner of the Department of Community and Youth Services and at no additional cost to TOWN.
5. A separate contract between CONTRACTOR and TOWN shall be executed for each performance agreed to by TOWN.
6. Payment for performances shall be made after satisfactory completion of paperwork in accordance with the procedures set forth by the TOWN Comptroller and approved by the Commissioner of the Department of Community & Youth Services.
7. The performers for all "Opening Acts", where required, shall be agreed to by the Commissioner of Community & Youth Services no later than two weeks prior to their scheduled performance. Any change of "Opening Act" must be agreed to by the Commissioner of Community and Youth Services and will be considered only at no additional cost to the "Town".
8. All Performers must be available for public relations photographs (if applicable) 30 minutes prior to show time.
9. All performers must arrive at the performance location no later than one (1) hour prior to show time.
10. Rehearsal requirements must be identified at contract signing.
11. CONTRACTOR shall be present on site at each performance provided by them.
12. If CONTRACTOR requires any services, other than those stipulated in this contract, the request must be made to the Commissioner of the Department of Community & Youth Services or the Program Coordinator.
13. Town shall not be liable for any loss, liability for property, its officials, agents, or employees, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until Contractor has made proper arrangements for receiving, handling and storage of such materials with the TOWN.
14. No sale of any items by the CONTRACTOR shall be permitted without prior approval by the Commissioner of the Department of Community & Youth Services or her designee.

Reviewed By  
Office of Town Attorney  
Ralph P. Healey

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 28, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, negotiated and approved by the Office of the Town Attorney, with Wiegand's Victory Enterprises, Inc., P.O. Box 127, Medora, North Dakota 58645, for said firm to provide the Town with the professional, theatrical services of a President Theodore Roosevelt impersonator, for a performance to honor President Theodore Roosevelt at a street dedication ceremony to be held at 11:00 a.m., on October 26, 2023, and for which the fee for said performance shall not exceed \$1,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the funds for the payment of the performance fee are available in, and should be drawn from, Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the vendor's disclosure questionnaire has been reviewed, and has been determined to satisfy the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to execute an agreement, negotiated and approved by the Office of the Town Attorney, with Wiegand's Victory Enterprises, Inc., P.O. Box 127, Medora, North Dakota 58645, for said firm to provide the Town with the professional, theatrical services of a President Theodore Roosevelt impersonator, for a performance to honor President Theodore Roosevelt at a street dedication ceremony to be held at 11:00 a.m., on October 26, 2023, and for which the fee for said performance shall not exceed \$1,000.00; and be it further

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

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

#

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

September 28, 2023

TO: Memorandum Docket

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

SUBJECT: Agreement with Wiegand's Victory Enterprises, Incorporated

---

The Department of Community & Youth Service requests Town Board authorization to retain the professional services of Wiegand's Victory Enterprises, Incorporated, P. O. Box 127, Medora, ND 58645, to provide a President Theodore Roosevelt impersonation.

The impersonation will take place at the street dedication ceremony, to honor President Theodore Roosevelt, on Thursday, October 26, 2023 @ 11:00am. The cost of the performance is \$1,000 and funds for the performance are available in account CYS A 7020 47660 000 0000, *Special Events*.

This vendor's *Disclosure Questionnaire* has been reviewed and satisfies the Town's Procurement Policy.

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:iw  
Attachments

**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Wiegand's Victory Enterprises, Incorporated, P. O. Box 127, Medora, ND 58645 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Wiegand's Victory Enterprises, Incorporated  
Date: Thursday, October 26, 2023 @ 11:00am  
Performance: Theodore Roosevelt Impersonation  
Location: Corner of Shore Road & Audrey Avenue, Oyster Bay, NY 11771  
Amount: \$1,000.00

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

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

WIEGAND'S VICTORY ENTERPRISES, INC.

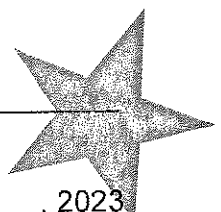
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023

TOWN OF OYSTER BAY

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

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2023



Contract No.: XXX-XXXX

### Contract

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

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

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

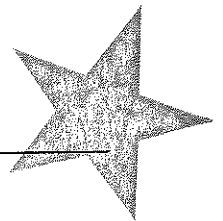
\_\_\_\_\_  
CONTRACTOR

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

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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



Reviewed By  
Office of Town Attorney  
*[Signature]*

Meeting of October 17, 2023

Resolution No. 751-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 27, 2023, requested Town Board authorization to issue a refund in the amount of \$380.00 to Town of Oyster Bay resident Michael Vanasco, 7 Ferndale Drive, Hicksville, NY 11801, for fees paid for his son to attend the Fall 2023 Ice Hockey House League 12U, as he is no longer able to attend the program; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Vanasco is entitled to a refund of the \$400.00 registration fee, less the 5 percent administrative fee, for a total refund of \$380.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$380.00 to Michael Vanasco; 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.

-#-

Reviewed By  
Office of Town Attorney  
*Domènica 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

751

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

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 9/27/2023

SUBJECT: Michael Vanasco- Ice Hockey House League 12U Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$380.00 (three hundred eighty dollars and 00/100 cents) to Town of Oyster Bay resident Michael Vanasco, 7 Ferndale Drive, Hicksville, NY 11801. Mr. Vanasco's son will not be attending the 2023 Fall Ice Hockey House League 12U.

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

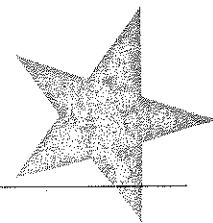
Fall Ice Hockey House League 12U	\$400.00
5% Administration Fee	\$20.00

**TOTAL REFUND                    \$380.00 (three hundred eighty 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

Meeting of October 17, 2023

Resolution No. 753-2023

WHEREAS, Michele Della Porta has requested to donate a memorial plaque to be placed under an existing tree at John J. Burns Park, Massapequa, in memory of Joseph N. Diesso; and

WHEREAS, the value of the plaque to be placed under an existing tree is estimated to be \$450.00, 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 September 27, 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 \$450.00 from Michele Della Porta to donate a memorial plaque to be placed under an existing tree at John J. Burns Park, Massapequa, in memory of Joseph N. Diesso.

-#-

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	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 Existing Tree**

**DATE:       September 27, 2023**

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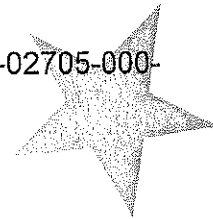
The Department of Parks has received a request from Michele Della Porta (letter attached) requesting a memorial plaque under an existing tree at John J. Burns Park in memory of Joseph N. Diesso.

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 \$450.00 from Michele Della Porta.

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

---

**From:** Michele Della Porta <michele.dellaporta@yahoo.com>  
**Sent:** Tuesday, September 26, 2023 9:41 PM  
**To:** Diann Codispodo  
**Subject:** Fw: Memorial plaque

**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. Sending again  
Please lmk that you received this.

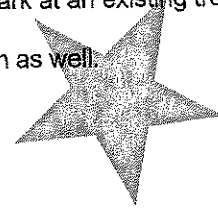
Sent from Yahoo Mail for iPhone  
Michele Della Porta

Begin forwarded message:

On Thursday, September 21, 2023, 8:05 PM, Michele Della Porta <michele.dellaporta@yahoo.com> wrote:

Per our conversation, I wanted to confirm: I will be donating a plaque @ Burns Park at an existing tree in memory of Joseph N. Diesso.  
I met with Tommy & we discussed a specific tree. If you can confirm that with him as well.  
Please let me know what the next steps are to secure this.

Thank you for your help.  
Michele Della Porta  
516-376-9618



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

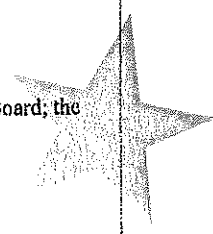
8" x 6" plaque placed under an existing tree is \$550.00

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



WHEREAS, 5002 FARMINGDALE OWNER LLC, fee owner, and 5002 FOOD CORP., lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for the operation and maintenance of a fast-food restaurant with outdoor patio and 145 square foot walk-in cooler addition in an existing 1,591 square foot free-standing building, on premises located in a Neighborhood Business ("NB") zoning district, located at 5002 Hempstead Turnpike, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 49, Block 178, Lot 64 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 August 15, 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 October 28, 2022, regarding the environmental impacts contemplated by said Petition and recommended Town Board determination 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 Resolution No. 10538-23, adopted on August 10, 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, Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memoranda dated June 21, 2023 and September 13, 2023, advised that the Department of Planning and Development has reviewed the following eight (8) plans prepared by Daniel J. Peveraro P.E., Key Civil Engineering, Holtsville, New York, and two (2) plans prepared by Michael E. Mallia R.A., Diproperzio & Mallia Architects, LLP, Mineola, New York:

Reviewed By  
Office of Town Attorney  
*[Signature]*

SHEET NO.	TITLE	PREPARED BY	LAST REVISED DATE
C-1	Site Plan	Daniel J. Peveraro P.E.	08/30/2023
C-2	Grading, Drainage & Utility Plan	Daniel J. Peveraro P.E.	04/18/2023
C-3	Landscaping Plan	Daniel J. Peveraro P.E.	04/18/2023
C-4	Landscaping Plan Exhibit	Daniel J. Peveraro P.E.	04/18/2023
C-5	Site Lighting Plan	Daniel J. Peveraro P.E.	04/18/2023
C-6	Construction Details	Daniel J. Peveraro P.E.	04/18/2023
C-7	Construction Details	Daniel J. Peveraro P.E.	04/18/2023
WZTC1	Work Zone Traffic Control Plan	Daniel J. Peveraro P.E.	04/18/2023
A-1	Proposed Floor Plans & Legend	Michael E. Mallia R.A.	03/07/2023
A-2	Proposed Elevations	Michael E. Mallia R.A.	03/07/2023

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 recommendation of the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, 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 5002 FARMINGDALE OWNER LLC, fee owner, and 5002 FOOD CORP., lessee, for a Special Use Permit to allow for the operation and maintenance of a fast-food restaurant with outdoor patio and 145 square foot walk-in cooler addition in an existing 1,591 square foot free-standing building, on premises located in a Neighborhood Business ("NB") zoning district, located at 5002 Hempstead Turnpike, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 49, Block 178, Lot 64 on the Land and Tax Map of Nassau County, and also requested 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 Farmingdale, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the southerly side of Hempstead Turnpike (NYS Route 24) with the westerly side of West Gate;

RUNNING THENCE South 17 degrees 15 minutes 50 seconds East, along the westerly side of West Gate, 190.90 feet;

THENCE South 72 degrees 44 minutes 10 seconds West, 80 feet;

THENCE North 17 degrees 15 minutes 50 seconds West, 190.90 feet to the southerly side of Hempstead Turnpike;

THENCE North 72 degrees 44 minutes 10 seconds East along the southerly side of Hempstead Turnpike, 80 feet to the corner, aforesaid the point or place of BEGINNING

SAID premises are known and described as Section 49, Block 178, Lot 64 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 in accordance with the memoranda of Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, dated June 21, 2023 and September 13, 2023, 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 <sup>3</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

5002 FARMINGDALE OWNER LLC, fee owner, with a business address of c/o Philips International, 40 Cutter Mill Road, Suite 206, Great Neck, New York 11021, and 5002 FOOD CORP., lessee, with a business address of c/o Texas Chicken and Burgers, P.O. Box 610431, Bayside, New York 11361, (hereinafter collectively referred to as Declarants), by this Declaration, dated \_\_\_\_\_, 2023, declare as follows:

WHEREAS, said Declarants, 5002 FARMINGDALE OWNER LLC, fee owner, and 5002 FOOD CORP., lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for the operation and maintenance of a fast-food restaurant with outdoor patio and 145 square foot walk-in cooler addition in an existing 1,591 square foot free-standing building, on premises located in a Neighborhood Business ("NB") zoning district, located at 5002 Hempstead Turnpike, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 49, Block 178, Lot 64 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 on August 15, 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. 754-\_\_\_\_\_ 2023, dated October 17, 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, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 5002 Hempstead Turnpike, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 49, Block 178, Lot 64 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 the hours of operation shall be 10 a.m. through 11 p.m. seven days a week.
2. That there will be a maximum of eight employees at the location at any given time and a minimum of three.
3. 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.

4. That no mechanical games of amusement shall be permitted on the subject premises.
5. That there shall be no outdoor storage of foods, equipment or material of any kind.
6. 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.
7. That no alcoholic beverage of any kind shall be sold, dispensed or permitted.
8. That no outdoor music or speakers shall be permitted.
9. That the exterior of all structures, parking areas, and all other installations shall be continually maintained in neat and good repair.
10. That all lighting shall be directed onto the subject premises, and no lighting is to be directed onto adjacent properties and roadways. That outdoor lighting and signage shall be set on an automatic timer so that exterior lighting is turned off one hour after closing time.
11. 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 8:00 a.m. and 7:00 p.m., Monday through Friday.
12. 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.
13. That deliveries to the subject premises shall be made between the hours of 10:00 a.m. and 8:00 p.m.
14. That traffic exiting the premises onto West Gate shall not be permitted to make a right turn onto West Gate.
15. That Declarants will maintain an approved odor and smoke reduction system to the satisfaction of the Department of Planning and Development.
16. 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.
17. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the eight (8) plans prepared by Daniel J. Peveraro, P.E., Key Civil Engineering, Holtsville, New York, and the two (2) plans prepared by Michael E. Mallia, R.A., Diproperzio & Mallia Architects, LLP, Mineola, 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 of the Department of Planning and Development, by memorandum dated September 13, 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.

18. 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 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.

19. 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 Farmingdale, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the southerly side of Hempstead Turnpike (NYS Route 24) with the westerly side of West Gate;

RUNNING THENCE South 17 degrees 15 minutes 50 seconds East, along the westerly side of West Gate, 190.90 feet;

THENCE South 72 degrees 44 minutes 10 seconds West, 80 feet;

THENCE North 17 degrees 15 minutes 50 seconds West, 190.90 feet to the southerly side of Hempstead Turnpike;

THENCE North 72 degrees 44 minutes 10 seconds East along the southerly side of Hempstead Turnpike, 80 feet to the corner, aforesaid the point or place of BEGINNING

SAID premises are known and described as Section 49, Block 178, Lot 64  
on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands the day  
and year first above written.

5002 FARMINGDALE OWNER I.L.C, Fee Owner

BY: \_\_\_\_\_

5002 FOOD CORP., Lessee

BY: \_\_\_\_\_

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**

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**

Meeting of October 17, 2023

Resolution No.755-2023

Reviewed By  
Office of Town Attorney

Ralph P. J. J. J.

WHEREAS, The Town of Oyster Bay operates two (2) One-Stop Career Centers on behalf of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, located at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758, and at the New York State Department of Labor Facility, 301 West Old Country Road, Hicksville, New York 11801, which must provide a full-time array of Partner Agency services for job seekers, as per the Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, Nassau Community College has offered up to \$10,000.00 to the Town of Oyster Bay, on behalf of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, through the Carl Perkins Career and Technical Education Act; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated September 27, 2023, requested that the Town Board authorize the Town Supervisor, or his designee to execute a Contract For Services, negotiated and approved by the Office of the Town Attorney, with Nassau Community College, to accept up to \$10,000.00 in funding from Nassau Community College, to provide Partner Agency services, including workshops for job seekers focusing on perfecting their job search, computer literacy, career exploration and self-assessment skills, at the two (2) One-Stop Career Centers under the Carl Perkins Career and Technical Education Act, for the current Carl Perkins Program Year, from July 1, 2023 through June 30, 2024, *nunc pro tunc*,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to execute a Contract For Services with Nassau Community College, to accept up to \$10,000.00, in funding in order to provide for Partner Agency services, including workshops for job seekers focusing on perfecting their job search, computer literacy, career exploration and self-assessment skills, at the two (2) One-Stop Career Centers, under the Carl Perkins Career and Technical Education Act, for the current Program Year, from July 1, 2023 through June 30, 2024, *nunc pro tunc*.

-#-

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

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

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

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**DATE:** SEPTEMBER 27, 2023

**SUBJECT:** CONTRACT FOR SERVICES WITH NASSAU COMMUNITY  
COLLEGE UNDER THE CARL PERKINS ACT

---

The Town of Oyster Bay, on behalf of the Oyster Bay - North Hempstead - Glen Cove Workforce Development Board operates two (2) One-Stop Career Centers under the Workforce Innovation and Opportunity Act. These centers are located in the Town of Oyster Bay, Town Hall South, 977 Hicksville Road Massapequa, New York 11758, and the Department of Labor facility, 301 West Old Country Road, Hicksville, New York 11801. As provided under the Workforce Innovation and Opportunity Act of 2014, One-Stop Career Centers must provide a full array of Partner Agency services for job seekers.

Nassau Community College has offered up to \$10,000.00 to the Town of Oyster Bay, on behalf of the Oyster Bay - North Hempstead - Glen Cove Workforce Development Board through the Carl Perkins Career and Technical Education Act. Acceptance of this funding requires the execution of a Contract For Services between Nassau Community College and the Town of Oyster Bay. This Agreement would provide funding to the Town of Oyster Bay, on behalf of the Oyster Bay - North Hempstead - Glen Cove Workforce Development Board to provide workshops for jobseekers focusing on perfecting their job search, computer literacy, career exploration and self-assessment skills at the two (2) One-Stop Career Center locations during the Carl Perkins Program Year of July 1, 2023 through June 30, 2024.

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee, to execute a Contract For Services with Nassau County to be negotiated and approved by the Office of the Town Attorney.



Frank V. Sammartano  
Commissioner, Intergovernmental Affairs

FVS: mo

WHEREAS, Carmella Pagluica, Authorized Representative, Military Blue Star Mothers of Nassau County (N.Y.14), Chartered Member of Blue Star Mothers of America, Inc., P.O. Box 7302, Hicksville, New York 11802, by letter dated October 3, 2023, requested the use of Municipal Parking Field B-4, Bethpage, from 9:00 a.m. though 5:00 p.m., on Saturday, October 21, 2023, the posting of temporary "No Parking" signs upon said Field during that time and three (3) complete barricades, for their charity tag sale event, to be held on the aforementioned date; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works, by memorandum dated October 5, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that he has no objection to providing the Military Blue Star Mothers of Nassau County (N.Y. 14), with the use of Municipal Parking Field B-4, Bethpage, from 9:00 a.m. though 5:00 p.m., on Saturday October 21, 2023, the posting of temporary "No Parking" signs upon said Field during that time and three (3) complete barricades; and

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

NOW, THEREFORE, BE IT RESOLVED, The request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide the Military Blue Star Mothers of Nassau County (N.Y. 14), with the use of Municipal Parking Field B-4, Bethpage, from 9:00 a.m. though 5:00 p.m., on Saturday October 21, 2023, the posting of temporary "No Parking" signs upon said Field during that time and three (3) complete barricades, to be held on the aforementioned date, for the organization's tag sale event, to be held on the aforementioned date, 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, Department 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 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 Iland	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 5, 2023

**TO:** MEMORANDUM DOCKET

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


**SUBJECT:** MILITARY BLUE STAR MOTHERS OF NASSAU COUNTY, NY 14  
TAG SALE EVENT  
OCTOBER 21<sup>ST</sup> 2023

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Enclosed please find a copy of an email from Carmella Pagluica of Military Blue Star Mothers of Nassau County, NY 14 requesting our assistance in conducting a charity tag sale event Saturday, October 21<sup>st</sup> 2023.

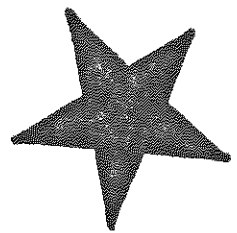
The Highway Division has no objection to Military Blue Star Mothers of Nassau County, NY 14 utilizing the Municipal Parking Field B-4 in Bethpage on Saturday, October 21<sup>st</sup> 2023 for their tag sale event from 9:00 am until 5:00 pm and will post temporary "No Parking" signs for the above mentioned dates and times and will also provide three (3) barricades 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

 ICT/kaz  
Attachments

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



## Kimberly Zervos

---

**From:** Carl Pagluica [REDACTED]  
**Sent:** Tuesday, October 3, 2023 3:45 PM  
**To:** Kimberly Zervos  
**Subject:** Re: Good morning

**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!

My name is Carmella Pagluica Blue Star Mothers Chapter 14. We are having a Tag sale October. 21, 2023 . Parking field B-4 in front of ticket booth. Time. 9 to 5. I would also to borrow 3 barricades. Thank you so much with your help on this. Carmella Pagluica

On October 3, 2023, at 3:39 PM, Kimberly Zervos <kzervos@oysterbay-ny.gov> wrote:

Hi Carmella,

I think that picture will be fine,.....

But in another email can you just send me something saying

Hi my name is Camella and I am from Blue star Moms and I am looking to do a tag sale in in part of Parking field B-4 by the ticket booth on October 21<sup>st</sup> from 9 to 5 and would like to borrow 3 barricades?

Something like that

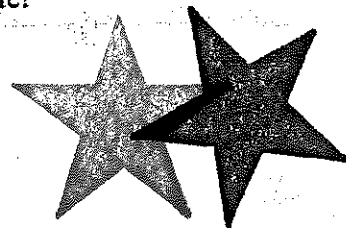
I hate to be a pain...

Thanks  
Kim

**From:** Carl Pagluica [REDACTED]  
**Sent:** Tuesday, October 3, 2023 3:27 PM  
**To:** Kimberly Zervos <kzervos@oysterbay-ny.gov>  
**Subject:** Re: Good morning

**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!

I hope this is good







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2023

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  
Keats Insurance Agencies  
485 Jericho Turnpike  
Mineola, NY 11501  
License #: 832694

CONTACT NAME: Yenni Liu  
PHONE (A/C No. Ext): (516)354-4848 FAX (A/C No.): (516)354-0790  
E-MAIL ADDRESS: certs@keatsagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: USLI

26522

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Military Blue Star Mothers of Nassau County  
PO Box 7302  
Hicksville, NY 11802

## COVERAGES

CERTIFICATE NUMBER: 00087304-13940

REVISION NUMBER: 4

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 SUBROGATION	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	NBP2554853B	09/15/2023	08/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, NY 11771 is listed as Additional Insured on the General Liability policy as per form #BP04450105.

## CERTIFICATE HOLDER

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

## 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

Reviewed By  
Office of Town Attorney

*[Signature]*



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POLICY NUMBER: NBP2554853A

BUSINESSOWNERS  
BP 04 48 01 06

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

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

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

Effective Date: 07/17/2023 12:01 AM  
TOWN OF OYSTER BAY  
54 AUDREY AVENUE  
OYSTER BAY, NY 11710

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

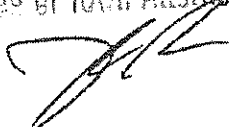
The following is added to Paragraph C. Who is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

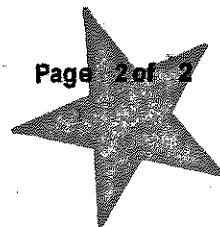
BP 04 48 01 06

© ISO Properties, Inc., 2004

Office of Town Attorney



Page 2 of 2



## ENDORSEMENT #2

This endorsement, issued by Mount Vernon Fire Insurance Company to **MILITARY BLUE STAR MOTHERS OF NASSAU COUNTY NY14** forms a part of Policy Number **NBP2554853A** effective on **7/17/2023 (MO. DAY YR.)** at 12:01 A.M.

### **Add/Remove/Amend Businessowners Additional Insured Endorsement**

In consideration of no change in premium it is hereby agreed that the following form(s) is(are) amended:

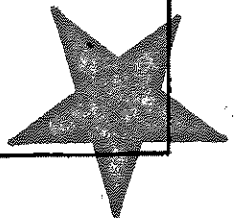
**BP0448 01/06 - Additional Insured - Designated Person Or Organization**

All other terms and conditions of this Policy remain unchanged.

Reviewed By  
Office of Town Attorney



ADD\_REM (03-01)



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this    day of    2023, by Blue Star Mothers Chapter 14 (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 10/21/2023 through 10/24/2023.

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:

Blue Star Mothers Chapter 14

Address of Organization:

61 Essex Rd

Bethpage, N.Y. 11714

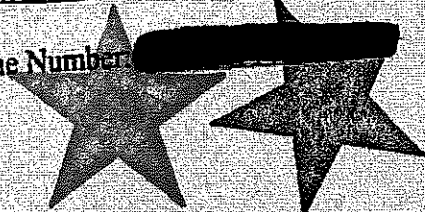
By: Carmelle Payton  
Authorized Representative

Title: Blue Star Member

Telephone Number: [REDACTED]

Reviewed by  
Office of Town

[Signature]



Meeting of October 17, 2023

Resolution No.757-2023

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated September 26, 2023, advised that, a Request for Proposals (RFP) was duly solicited by the Department of Intergovernmental Affairs ("IGA"), for the delivery of One-Stop Operator Services for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that one (1) response was received for the request for proposals, which proposal was rated in accordance with the review criteria established by the Town of Oyster Bay and Workforce Innovation and Opportunity Act ("WIOA") guidelines. The proposal from Gail Paraninfo, who achieved an above average score and Gail Paraninfo was determined to have the expertise and level of experience required to carry out the anticipated scope of services; and

WHEREAS, following a review of the information submitted by IGA concerning its efforts to obtain the required amount of proposals, the Office of the Town Attorney, by memorandum of Thomas M. Sabellico, Special Counsel, dated September 8, 2023, advised IGA that it had complied with the provisions of the Town's Procurement Policy; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, recommended that Gail Paraninfo be awarded a contract to serve as a one-stop operator for the period beginning on January 1, 2024 through December 30, 2024, in the amount of \$35,000.00; and

WHEREAS, Commissioner Sammartano, by said memorandum, further recommended that the Town Board authorize the Supervisor or his designee to execute said agreement; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that this is an eligible Workforce Innovation and Opportunity Act expense and therefore is at no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into an agreement with Gail Paraninfo for the delivery of One Stop Operator Services to the Town of Oyster Bay for the period beginning on January 1, 2024 through December 31, 2024, in an amount not to exceed \$35,000.00; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment for same, in an amount not to exceed \$35,000.00, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 6293 48080 000 CW23.

-#-

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**

**TO:** MEMORANDUM DOCKET  
**FROM:** FRANK V SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
**DATE:** SEPTEMBER 26, 2023  
**SUBJECT:** WORKFORCE INNOVATION AND OPPORTUNITY ACT  
GAIL PARANINFO ONE-STOP OPERATOR CONTRACT

---

On July 21<sup>st</sup>, 2023 a Request for Proposals (RFP) was published for the delivery of one-stop operator services for the period January 1, 2024 through December 31, 2024. One (1) proposal was received by the Department of Intergovernmental Affairs (IGA) in response to the RFP. This proposal was from Gail Paraninfo.

Since only one (1) proposal was received, IGA requested a procurement review from the Office of the Town Attorney through a memo dated September 8, 2023. In response, the Office of the Town Attorney reviewed the provisions of the Town's procurement policy and issued an opinion that IGA made a good faith effort to obtain the required number of proposals for procurement of a contractor to provide one-stop operator services. The Office of the Town Attorney issued this response to IGA through a memo dated September 8, 2023 (attached). In addition, IGA has complied with Guideline 7 & 9 of the Town's Procurement Policy.

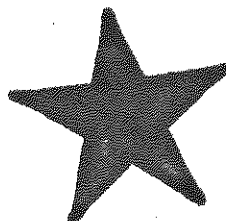
Both proposals were rated in accordance with review criteria established by the Town and Workforce Innovation and Opportunity Act (WIOA) guidelines. The review was conducted first by a Proposal Review Committee, and subsequently by the full Workforce Development Board. The proposal from Gail Paraninfo achieved an above average score and is recommended for funding for the period January 1, 2024 through December 31, 2024.


Applicant  
Gail Paraninfo

Grant Award  
\$35,000.00

The proposed vendors Disclosure Questionnaire has been reviewed and satisfied the Town's procurement policy.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with Gail Paraninfo to be negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement. This is an eligible WIOA expense and is of no cost to the Town. Funds for this purpose are available in account IGA-CD-6293-48080-000-CW23.



  
Frank V Sammartano, Commissioner  
Intergovernmental Affairs

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

**TO** : Frank V. Sammartano, Commissioner,  
Department of Intergovernmental Affairs

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

**DATE** : September 8, 2023

**SUBJECT:** Procurement of One-Stop Operator

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We are in receipt of your memorandum dated September 8, 2023, requesting the opinion of this office with respect to compliance with the Town's procurement policy regarding the procurement of a One-Stop Operator.

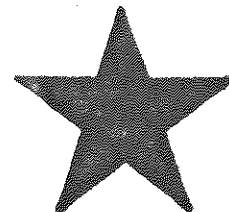
In response to your inquiry, with respect to the above referenced matter, based upon the efforts you made to obtain proposals, including posting in Newsday, posting in the New York State Contract Reporter, posting of the RFP on the Town's website, and sending same to the Local Workforce Development Board, it is the opinion of this office that you are in compliance with the Town's Procurement Policy despite having only received one response, and that you may proceed to request Town Board authorization to enter into a contract for said services with the sole responder.

Office of the Town Attorney

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel

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



Meeting of October 17, 2023

Resolution No.758-2023

WHEREAS, Harold B. Mayer, Jr., Esq., Commissioner, and Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 2, 2023, requested Town Board authorization to renew the Department's membership in the Long Island Association, Inc. (LIA), for the period from September 1, 2023 to August 31, 2024, at a cost of \$875.00, and that the Comptroller be authorized to make payment with funds available in Account No. PAD B 3620 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Planning and Development is hereby authorized to renew membership in the LIA, from September 1, 2023 to August 31, 2024, *nunc pro tunc*, at a cost of \$875.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. PAD B 3620 47900 000 0000.

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Reviewed By  
Office of Town Attorney  
*Ms. America Walfe*

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

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



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 2, 2023

TO: MEMORANDUM DOCKET

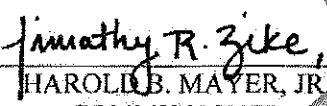
FROM: HAROLD B. MAYER, JR., COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

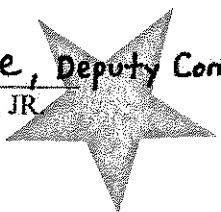
SUBJECT: MEMBERSHIP RENEWAL IN THE  
LONG ISLAND ASSOCIATION, INC. (LIA)

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The Department of Planning and Development requests that the Town Board authorize the Department's membership in the Long Island Association, Inc. (LIA), nunc pro tunc from September 1, 2023 through August 31, 2024 for a period of (1) year and to authorize payment in the amount of \$875.00 to pay this fee for the Department's membership.

Funds for this request in an amount not to exceed \$875.00 are available in Account No. PAD B 3620 47900 000 0000. The Department requests that the Town Board authorize and direct the Comptroller to make payment of said fee, upon submission of duly certified claim, after audit.

  
TIMOTHY R. ZIKE, Deputy Commissioner  
HAROLD B. MAYER, JR.  
COMMISSIONER



HBM /dm

cc: Legislative Affairs



Long Island Association  
300 Broadhollow Rd., Ste. 110W  
Melville, NY 11747  
(631) 493-3000

## INVOICE

Invoice Date: 9/1/2023  
Invoice Number: 319816  
Period: September 2023 - August 2024

James Mc Caffrey  
Town of Oyster Bay  
Town Hall, 54 Audrey Avenue  
Oyster Bay, NY 11771-1592

Description	Amount
MEMBERSHIP DUES	\$875.00

Ten percent of dues are non-deductible in accordance with IRS Sec. 6033.

Thank you for your support of the Long Island Association  
Visit us at [www.longislandassociation.org](http://www.longislandassociation.org)

Total: \$875.00

Please return this portion with your payment.

Town of Oyster Bay  
James Mc Caffrey  
Department of Economic Dev.  
Town Hall, 74 Audrey Avenue  
Oyster Bay, NY 11771

Invoice Date: 9/1/2023  
Invoice Number: 319816  
Period: September 2023 - August 2024

Total Amount: \$875.00

Payment Method: ☐ Check # ☐ Credit Card

Make all checks payable to Long Island Association or enter credit card information below.

Cardholder's Name (print): \_\_\_\_\_

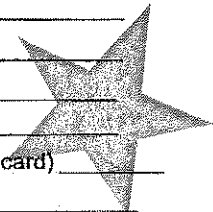
Cardholder's Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Cardholder's Email Address: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Code (3 digits on back of card) \_\_\_\_\_


Corp Card (Y/N): \_\_\_\_\_ Signature: \_\_\_\_\_





Meeting of October 17, 2023

Resolution No. 759-2023

Reviewed By  
Office of Town Attorney  


List of Delinquent Water Rentals of the following  
WATER Districts were presented to the Town Board:

BETHPAGE  
JERICHO  
LOCUST VALLEY  
MASSAPEQUA  
OYSTER BAY  
HICKSVILLE  
SOUTH FARMINGDALE  
INC. VILLAGE OF FARMINGDALE  
PLAINVIEW  
ROSLYN

The following resolution was offered by Councilwoman Johnson  
seconded by Councilman Imbroto

RESOLVED, That the Town Attorney be authorized and  
directed to send certified copies of Delinquent Water  
Rentals received from the various Water Districts to the  
County Departments of Assessment, the County Legislature,  
and the Town Comptroller.

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

October 2, 2023

TO: MEMORANDUM DOCKET  
FROM: SHEILA TARNOWSKI, DIRECTOR  
LEGISLATIVE AFFAIRS  
THRU: OFFICE OF THE TOWN ATTORNEY  
SUBJECT: DELINQUENT WATER RENTALS

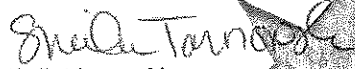
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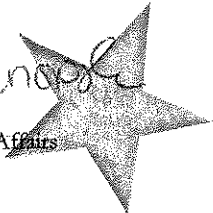
The attached resolution relates to Delinquent Water Rentals for 2023 for the various Water Districts in the Town of Oyster Bay.

Pursuant to Town Law, these lists are prepared by the Water Districts each year and submitted to this office for presentation to the Town Board.

After adoption, the Town Attorney is directed to notify the Town Comptroller, the Nassau County Legislature and the Nassau County Department of Assessment, who will include these unpaid items on the Tax Roll for Collection for 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Sheila Tarnowski  
Director - Legislative Affairs



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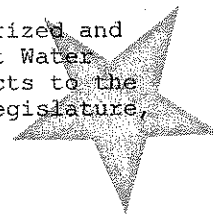
Reviewed By  
Office of Town Attorney

List of Delinquent Water Rentals of the following  
WATER Districts were presented to the Town Board:

BETHPAGE  
JERICHO  
LOCUST VALLEY  
MASSAPEQUA  
OYSTER BAY  
HICKSVILLE  
SOUTH FARMINGDALE  
INC. VILLAGE OF FARMINGDALE  
PLAINVIEW  
ROSLYN

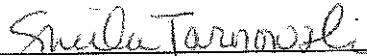
The following resolution was offered by  
seconded by

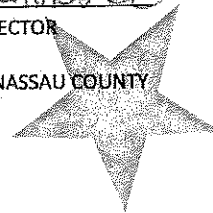
RESOLVED, That the Town Attorney be authorized and  
directed to send certified copies of Delinquent Water  
Rentals received from the various Water Districts to the  
County Departments of Assessment, the County Legislature,  
and the Town Comptroller.



THIS IS TO CERTIFY THAT THE DELINQUENT WATER RENTS OF THE VARIOUS WATER DISTRICTS OF THE  
TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, ARE AS FOLLOWS:

BETHPAGE.....	\$ 150,556.60
HICKSVILLE.....	\$ 310,779.57
JERICO.....	\$ 365,574.10
LOCUST VALLEY.....	\$ 83,843.00
MASSAPEQUA.....	\$ 164,962.46
INC. VILLAGE OF FARMINGDALE.....	\$ 11,995.80
OYSTER BAY.....	\$ 68,208.31
PLAINVIEW.....	\$ 144,348.82
SOUTH FARMINGDALE.....	\$ 394,091.41
ROSYLN.....	\$ 52.25

  
SHEILA TARNOWSKI, DIRECTOR  
LEGISLATIVE AFFAIRS  
TOWN OF OYSTER BAY, NASSAU COUNTY  
NEW YORK



DATED:       October 17, 2023  
              Oyster Bay, New York

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Meeting of October 17, 2023

Resolution No.760-2023

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

WHEREAS, Amanda Lauth, Project Manager, P.W. Grosser, Consulting Engineers, by letter dated September 7, 2023, described the scope of work to be performed under Contract No. PWC23-22, engineering services related to preparation and review of bid documents, together with bid support, construction management and oversight services in relation to the dredging of the North Canal, Massapequa; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated September 29, 2023, requested Town Board authorization for P.W. Grosser, Consulting Engineers, to provide the aforesaid On-Call Engineering Services under Contract No. PWC23-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$17,500.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 1902 001, Project ID No. 1902PKSA-08; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and P.W. Grosser, Consulting Engineers is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC23-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$17,500.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 1902 001, Project ID No. 1902PKSA-08.

-#-

Reviewed By  
Office of Town Attorney

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

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



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

SEPTEMBER 29, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO ENVIRONMENTAL ENGINEERING  
CONTRACT NO.: PWC23-22  
ACCOUNT NO.: PKS H 7197 20000 000 1902 001  
PROJECT ID NO. 1902PKSA-08

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

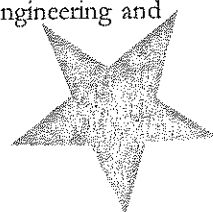
Attached is a letter dated September 7, 2023 from P.W. Grosser, Consulting Engineers regarding the scope of work to be performed in an amount not to exceed \$17,500.00. Services to be performed include bid documents and bid support services, and construction management and oversight services.

Attached is an availability of funds in the amount of \$17,500.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 1902 001, Project ID NO. 1902PKSA-08.

The consultant 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, P.W. Grosser, Consulting Engineers, under Contract No. PWC 23-22, On-Call Engineering Services Relative to Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

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



RWL/TLS/hk

Attachment

cc: Steve C. Ballas, Comptroller  
Joseph Pinto, Commissioner/Parks

PWC23-22 PWG DOCKET NORTH CANAL FUNDS



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



Requesting Division/Department

Parks

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

Contract Number PWC23-22  
Contract Period January 1, 2022 Through December 31, 2023  
Consultant/Contractor P.W. Grosser, Consulting Engineers  
Discipline Environmental Engineering  
Total Authorization \$264,702.50  
Resolution No. 750-2021 Date 12/7/2021  
Funded To Date \$247,202.50  
Amount Requested \$17,500.00  
Account To Be Used PKS-H-7197-20000-000-1902-001 1902PKSA-08

If Capital Account, State The Related Contract Number: DPW23-254

Description Of Work

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

Funds are required for bid documents and bid support

with construction management and oversight services

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature [Signature]  
Title Commissioner of Parks  
Date 9/21/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]  
Title Commissioner of Public Works  
Date 9/25/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 17,500.00

Unencumbered Balance 46,074.26

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

Yes ☒ No ☐

Signature [Signature]

Date 9/25/23



# TOWN OF OYSTER BAY

## WORK ORDER



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

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

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

Contract Start 1/1/2022

Contract No. PWC23-22

Contract End 12/31/2023

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

P.W. Grosser, Consulting Engineers

630 Johnson Ave, Suite 7

Bohemia, NY 11716

Requesting Town Department \_\_\_\_\_ Parks

Contact Thomas L. Scalfano Phone 677-5114

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

Funds are required for bid documents and bid support

with construction management and oversight services

**This work order shall not exceed \$ 17,500.00**

*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 Commissioner of Parks

**Commissioner of Public Works**

Date 9/21/23

Date 9/25/23



September 7, 2023

Mr. Matthew Russo, P.E.  
Town of Oyster Bay Department of Public Works  
Division of Engineering  
150 Miller Place  
Syosset, New York 11791  
mrusso@oysterbay-ny.gov

RE: On-Call Engineering Services: Contract No. PWC23-20  
Dredge Support Services for North Canal, Massapequa, NY  
Bid Support Services and Construction Oversight  
PWGC Project #: OYS2103 – Change Order # 1

Dear Mr. Russo:

P.W. Grosser Consulting Engineer & Hydrogeologist, P.C. (PWGC) is pleased to present you with the following change order to provide professional environmental consulting and engineering services for bid support and construction oversight services related to the dredging of North Canal in Massapequa.

**Task 5 – Bid Documents and Bid Support Services**

PWGC will prepare technical bid documents and solicit bids from multiple qualified vendors for dredging in accordance with the pending permit conditions. Documents will include design drawings, permit plans, and specifications, if needed. PWGC will work with the Town to obtain potential schedules and develop cost estimates in preparation of issuing a formal bid. Prior to soliciting bids, PWGC will work with the Town to identify minimum contractual requirements, technical requirements, and limitations for the potential vendors. Following the reception of bids, PWGC will assist the Town in reviewing submissions and selecting an appropriate vendor.

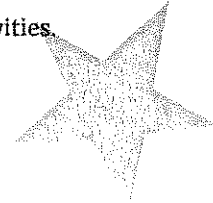
PWGC has assigned a fee of \$5,000 for this task.

**Task 6 – Construction Management and Oversight Services**

PWGC will provide limited oversight and construction inspection services for the during dredging activities. PWGC will provide daily inspections as required, during dredging activities and provide daily email summaries and weekly status reports to the Town, if requested.

PWGC assumes a construction timeframe of 2 weeks for the entirety of the dredging activities.

PWGC has assigned a time and material fee of \$12,500 for this task.





#### **COST**

Costs to perform the above outlined services is \$17,500. These services will be billed on a time and materials basis in accordance with our terms and conditions and the attached rate schedule, which is subject to update at six-month intervals during the calendar year in January and July.

#### **ENGINEERING/ENVIRONMENTAL SERVICES FEE**

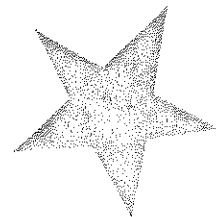
Required services that lie outside the above scope of work will be considered additional services and will be billed at PWGC's current rates, which are subject to update in six-month intervals during the calendar year in January and July, or will be performed for a negotiated fee prior to delivery.

Services provided by PWGC would be performed as per the enclosed terms and conditions. Should you find this proposal acceptable kindly sign below where indicated and return a copy of the signed agreement. Work will commence upon receipt of this signed contract.

Regards,  
P.W. GROSSER CONSULTING

Amanda Lauth  
Project Manager

Kris Almskog, P.G.  
Senior Vice President



Meeting of December 7, 2021

Resolution No. 750-2021

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

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

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

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

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

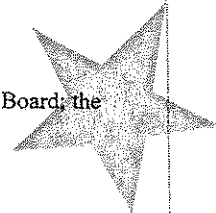
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC23-22, On-Call Engineering Services Relative to Environmental Engineering, with D & B Engineers and Architects, DPC, H2M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

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

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

Reviewed By  
Office of Town Attorney  
*Patty P. Stedley*



WHEREAS, Glenn J. Neuman, Commissioner, Bethpage Fire District ("District"), by letter dated September 11, 2023, requested to enter into an Inter-Municipal Agreement with the Town, allowing the District permission to fuel the District's vehicles at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the District, allowing the District permission to fuel the District's vehicles at the Town of Oyster Bay's refueling stations, for the period October 18, 2023 through July 31, 2029; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated October 10, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Bethpage Fire District allowing said District to purchase fuel for its vehicles by allowing District vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from October 10, 2023 through and including July 31, 2029,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Bethpage Fire District allowing said District to purchase fuel for its vehicles by allowing District vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from October 10, 2023 through and including July 31, 2029.

#

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

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

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

761

Town of Oyster Bay  
Inter-Departmental Memo

**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE TOWN ATTORNEY  
**DATE:** October 10, 2023  
**SUBJECT:** Inter-Municipal Agreement with Bethpage Fire District for  
Use of the Town's Fueling Stations

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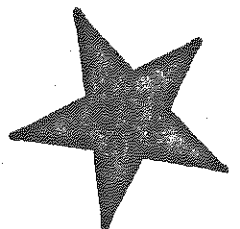
Glenn J. Neuman, Commissioner, Bethpage Fire District ("District"), by letter dated September 11, 2023, requested to enter into an Inter-Municipal Agreement with the Town, allowing the District permission to fuel the District's vehicles at the Town of Oyster Bay's refueling stations. Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the District for the period, October 18, 2023 through July 31, 2029.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the attached Inter-Municipal Agreement with the Bethpage Fire District. Kindly suspend the rules, and place this matter on the Town Board action calendar for Tuesday, October 17, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

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

EAF:eaf  
File GS 1458A  
Attachment





WHEREAS, Glenn J. Neuman, Commissioner, Bethpage Fire District ("District"), by letter dated September 11, 2023, requested to enter into an Inter-Municipal Agreement with the Town, allowing the District permission to fuel the District's vehicles at the Town of Oyster Bay's refueling stations; and

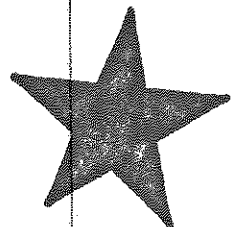
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the District, allowing the District permission to fuel the District's vehicles at the Town of Oyster Bay's refueling stations, for the period October 18, 2023 through July 31, 2029; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated October 10, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Bethpage Fire District allowing said District to purchase fuel for its vehicles by allowing District vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from October 10, 2023 through and including July 31, 2029,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Bethpage Fire District allowing said District to purchase fuel for its vehicles by allowing District vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from October 10, 2023 through and including July 31, 2029.

#

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



# Bethpage Fire District

DUNN-HASSETT PLAZA  
BETHPAGE, NEW YORK 11714-3705  
PHONE (516) 933-6300 • FAX (516) 933-6303

SEP 14 PM 12:17  
SUPERVISOR'S OFFICE

## BOARD OF FIRE COMMISSIONERS

Chairman  
PAT STRAMANDINOLI  
Vice Chairman  
RICHARD BAUDILLE  
GLENN J. NEUMAN  
JOHN J. O'CONNOR  
GREGORY A. PATSOS



Supervisor  
GREGORY M. SETI  
Secretary  
MARY JO BELLA  
Counsel  
SAPIENZA & FRANK  
Treasurer  
MARY JO BELLA

September 11, 2023

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

Dear Supervisor Saladino:

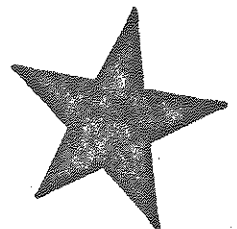
The Bethpage Fire District is requesting information, including the costs associated with enrollment in the Town of Oyster Bay's Municipal Fuel Program. We currently have our own diesel fuel supply; however, we do not have a supply of regular gasoline. Enrollment in the Municipal Fuel Program and sharing resources would help with our fuel costs and provide us an additional source of fuel in the case of a natural disaster.

Please feel free to contact me at (516) 993-3533 if you require any further information.

Sincerely,

Glenn J. Neuman  
Commissioner  
Bethpage Fire District

cc: Mike Cipriano, Central Vehicle Maintenance  
Frank Scalera, Town Attorney



## AGREEMENT

Dated: , 2023

Parties: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, with a principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

THE BETHPAGE FIRE DISTRICT, a municipal corporation, having its principal business address at Dunn-Hassett Plaza, Bethpage, NY 11714, hereinafter referred to as the "DISTRICT".

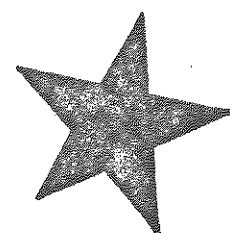
## WITNESSETH:

WHEREAS, the DISTRICT has requested permission to fuel its vehicles at the Town's fueling facilities located at the Department of Public Works at 150 Miller Place, Syosset, 11791; Town of Oyster Bay Highway Yard at Lake Avenue, Oyster Bay, 11771; Town of Oyster Bay Highway Yard at Carman Mill Road, Massapequa, 11758; Department of Parks, 977 Hicksville Road, Massapequa, 11758; the Hon. Joseph Colby Town of Oyster Bay Golf Course, Southwoods Road and Jericho Turnpike, Syosset, 11791; and the Old Bethpage SWD Complex, 101 Bethpage-Sweet Hollow Road, Old Bethpage, 11804, collectively, the "FACILITIES"; and

WHEREAS, this Town Board determined that granting said request would be in the best interest of the TOWN,

NOW, THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The DISTRICT shall have access to TOWN fueling pumps located at the FACILITIES during normal business hours or as otherwise agreed upon by representatives of the DISTRICT and TOWN.



2. The DISTRICT will be responsible for all hardware and software updates to program the DISTRICT's vehicles to be compatible with the TOWN's technology infrastructure and to create a separate billing account.

3. The TOWN will tally the monthly fuel usage by DISTRICT vehicles at the FACILITIES, and submit an invoice to the DISTRICT for total gallons used and total cost. Cost shall be computed utilizing the same price per gallon paid by the TOWN. Billing is to be done by the TOWN's Office of the Comptroller on a monthly basis.

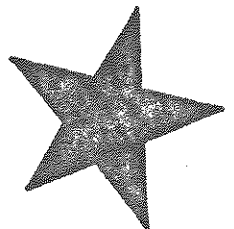
4. There shall be a four percent (4%) surcharge imposed by the TOWN, in addition to the cost of fuel used by the DISTRICT. Said surcharge represents the TOWN's cost of maintaining and administering the fueling system.

5. The DISTRICT agrees to remit payment to the TOWN for fuel costs (as per Paragraph 3 herein) and the surcharge (as per Paragraph 4 herein), within thirty (30) days of receipt of an invoice for same.

6. The DISTRICT shall be responsible for any and all damage to the FACILITIES, including the fueling pumps caused by the DISTRICT, such as "drive aways" at the pumps, etc..

7. The DISTRICT agrees to procure and maintain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this Agreement, a policy of comprehensive general liability insurance on which the DISTRICT and the TOWN are each named insured, with a policy or policies providing \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate/ \$500,000.00 property damage.

8. The DISTRICT agrees to defend and indemnify the TOWN against any claims, demands, causes of action, and judgments for damages arising from any of the rights or



obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the TOWN.

9. This agreement may be terminated as follows:

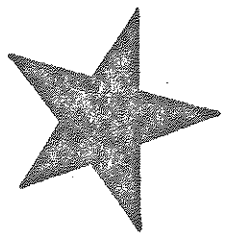
- a. By either party upon thirty (30) days' written notice to the other party; or
- b. By the TOWN if the TOWN no longer operates or maintains fueling facilities.

The Town shall not be liable for any damages flowing from the termination of this Agreement as provided herein.

10. In the event that the TOWN through no fault of its own, is unable to provide all or any fuel requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

11. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as appropriate.

12. Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter



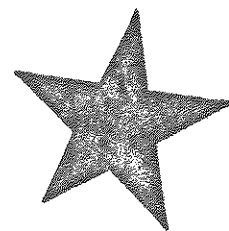
enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

13. This Agreement is dated as of the date above first-written, and is effective as of October 18, 2023. The Term of the Agreement shall commence on October 18, 2023, and shall terminate July 31, 2029, unless otherwise terminated pursuant to the terms of this Agreement.

14. The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.

15. This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

(Balance of page left intentionally blank.)



IN WITNESS WHEREOF, the parties hereto have caused these agreements to be executed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

TOWN OF OYSTER BAY

Reviewed by:

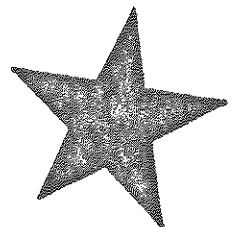
BY: \_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Office of the Town Attorney

BETHPAGE FIRE DISTRICT

BY: \_\_\_\_\_  
Commissioner

*Inter-Municipal Agreement between the Town of Oyster Bay and the Bethpage Fire District for use of the Town's fueling stations for the period October 18, 2023 – July 31, 2029*



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

On this        day of       , 2023, before me personally came and appeared  
\_\_\_\_\_, to me 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 foregoing instrument; that this agreement  
was authorized by order of the Town Board of said corporation, that by virtue of the authority  
conferred on him by law, he subscribed his name to the foregoing instrument and that he executed  
the same for the purpose therein mentioned.

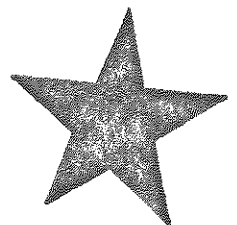
\_\_\_\_\_  
Notary Public

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

On this        day of       , 2023, before me personally came and  
appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did  
depose and say that he/ is the \_\_\_\_\_ of the BETHPAGE FIRE  
DISTRICT, the municipal corporation, described herein and which executed the foregoing  
instrument; that this agreement was authorized by order of the Board of said DISTRICT, that by  
virtue of the authority conferred on him/her by law, he/she subscribed his/her name to the  
foregoing instrument and that he/she executed the same for the purpose therein mentioned.

\_\_\_\_\_  
Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Bethpage Fire District for use of the  
Town's fueling stations for the period October 18, 2023 – July 31, 2029.*





Meeting of October 17, 2023

Resolution No.762-2023

WHEREAS, Sunnyside of Bethpage Redevelopment Company Owners Corporation (hereinafter, "Sunnyside"), is a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York (hereinafter, "the Act"), with principal offices located at 400 Central Avenue Bethpage, New York 11714; and

WHEREAS, the County of Nassau (hereinafter, "Nassau"), is a municipal corporation organized under the Laws of the State of New York, with principal offices located at 1550 Franklin Avenue, Mineola, New York 11501, and is the Chief Assessing Unit for all real property parcels within Nassau County boundaries; and

WHEREAS, as an inducement for the construction of a moderate income, senior citizen housing cooperative project, consisting of twenty (20) two story buildings, housing three hundred (300) cooperative residences and a clubhouse located within the Town of Oyster Bay's "S-2", Golden Age Zoning District (and more particularly located at Section 46, Block 323, p/o Lot 17E, on the Nassau County Land and Tax Map), the aforementioned parties entered into a Tax Exemption Agreement, commencing on January 1, 1998 through December 31 2023, whereby the County granted the Sunnyside an exemption from all County, Town, Special District and School District taxes; and

WHEREAS, pursuant to a separate agreement, the Company agreed to make payments in lieu of taxes (PILOTs) to the Oyster Bay Town Receiver of Taxes; and

WHEREAS, an extension of the Tax Exemption Act is necessary and essential for the continued availability of affordable housing for the Town's moderate income Senior Citizens; and

WHEREAS, an extension of the Tax Exemption Agreement for an additional term of twenty-five (25) years is permitted under Article V, Section 125 (1) (a) of the Act, and will allow for the continued operation of the project, with a maximum benefit to the senior community residing at the subject premises; and

WHEREAS, the Town of Oyster Bay's acknowledgement and consent of the proposed Tax Exemption Extension Agreement is a requirement of the proposed Exemption Agreement's approval; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 12, 2023, request Town Board authorization for the Town Supervisor, or his designee, to acknowledge and consent to the proposed Tax Exemption Extension Agreement, and all the terms and conditions contained therein, between the aforementioned parties,

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Supervisor, or his designee, is hereby authorized to acknowledge and to consent to the proposed twenty-five (25) year Tax Exemption Extension Agreement, and all the terms and conditions contained therein, between the County of Nassau, and the Sunnyside at Bethpage Redevelopment Company Owners Corporation.

-#-

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

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

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

**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE TOWN ATTORNEY  
**DATE:** October 12, 2023  
**SUBJECT:** Sunnylane at Bethpage Redevelopment Company Owners Corporation:  
Request for Town's Consent and Acknowledgement to Proposed Tax  
Exemption Extension Agreement

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The Office of the Town Attorney requests the Town Board authorize the Town Supervisor or his designee to consent to, and acknowledge, the proposed Tax Exemption Extension Agreement between Nassau County and Sunnylane Redevelopment Company Owners Corporation ("Sunnylane"). The purpose and background of this request are explained below.

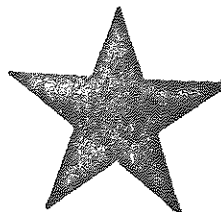
**Background**

Sunnylane is a mutual redevelopment company, organized pursuant to Article V of the New York State Private Housing Finance Law (PHFL). It owns and operates a moderate income, private housing facility in Bethpage. The facility consists of twenty (20), two-story residential buildings, 300 cooperative apartment units and a community center. The vast majority of its residents are 62 years of age or older. The facility is located within an "S-2" Golden Age Zoning District. Sunnylane is one of only ten such facilities within the Town of Oyster Bay to be so designated. These facilities provide a significant amount of affordable housing for the Town's senior citizen population.

On October 29, 1996, Sunnylane entered into a tax exemption agreement with Nassau County. The Agreement took effect on January 1, 1998. Sunnylane was exempted from virtually all local and school district taxes and charges. The Exemption Agreement shall expire on December 31, 2023. In order to continue the benefits of the exemption, the parties entered into negotiations and ultimately settled upon the terms of an Exemption Extension Agreement. The duration of the proposed Extension Agreement is for a period of twenty-five (25) years.

**The Governing Law**

Article V, Section 125 (1) (a) of the New York State Private Housing Finance Law (PHFL) allows Nassau and Sunnylane to extend their Tax Exemption Agreement for an additional 25 years after an initial exemption agreement has expired. Nassau County is the principal assessing and taxing jurisdiction in which Sunnylane is located. Thus, the Nassau County Department of Assessment is responsible for negotiating the terms of any such Agreement. Upon successful conclusion of negotiations, the Nassau County Legislature must adopt a resolution authorizing the County Executive, or his designee, to execute the Agreement on behalf of the County.



The Town of Oyster Bay is not a participant in the negotiation of the Exemption Extension Agreement. Nevertheless, the PHFL considers the Town to be an interested party. Consequently, the PHFL requires that the Town Supervisor, or his designee, acknowledge and consent to the terms of the Exemption Extension Agreement prior to the Agreement's effectuation.

#### **The Proposed Agreement**

Nassau County sent this office a copy of the Proposed Tax Exemption Extension Agreement with Sunnyside (attached hereto, with its exhibits). The Agreement runs for a period of twenty-five (25) years, from January 1, 2023 through December 31, 2047. In effect, the Agreement extends the exemptions on taxes, at gradually decreasing levels, during the Agreement period. Sunnyside shall pay the Town Receiver of Taxes, a yearly sum of at least \$330,000.00 in accordance with a previously agreed PILOT payment schedule (attached hereto as part of the Proposed Exemption Extension Agreement). The proposed Exemption Extension Agreement is scheduled for County Legislative consideration on November 14, 2023. On this date, the County Legislature will also consider the proposed Exemption Extension Agreement for the Central Park Estates Facility in Plainview. (said Agreement was acknowledged and consented to by the Town Supervisor, as per Resolution No. 216-2023, adopted on March 21, 2023).

#### **The Request**

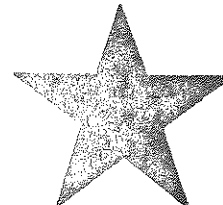
In light of the foregoing, this office requests that the Town Board authorize the Town Supervisor, or his designee, to acknowledge and consent to the proposed Tax Exemption Extension Agreement between Nassau County and Sunnyside of Bethpage Redevelopment Company Owners Corporation. A copy of the proposed Exemption Extension Agreement, with all exhibits, is attached hereto. Also attached is a copy of Article V, Section 125 (1) (a) of the New York State PHFL and a copy of a proposed Town Board Resolution. This office requests further that the Town Board suspend the rules, and place this matter on the Town Board Action Calendar of October 17, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*

Ralph P. Healey  
Deputy Town Attorney

RPH:rph  
Attachments



Reviewed By  
Office of Town Attorney  
Ralph P. Healey

WHEREAS, Sunnyside of Bethpage Redevelopment Company Owners Corporation (hereinafter, "Sunnyside"), is a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York (hereinafter, "the Act"), with principal offices located at 400 Central Avenue Bethpage, New York 11714; and

WHEREAS, the County of Nassau (hereinafter, "Nassau"), is a municipal corporation organized under the Laws of the State of New York, with principal offices located at 1550 Franklin Avenue, Mineola, New York 11501, and is the Chief Assessing Unit for all real property parcels within Nassau County boundaries; and

WHEREAS, as an inducement for the construction of a moderate income, senior citizen housing cooperative project, consisting of twenty (20) two story buildings, housing three hundred (300) cooperative residences and a clubhouse located within the Town of Oyster Bay's "S-2", Golden Age Zoning District (and more particularly located at Section 46, Block 323, p/o Lot 17E, on the Nassau County Land and Tax Map), the aforementioned parties entered into a Tax Exemption Agreement, commencing on January 1, 1998 through December 31 2023, whereby the County granted the Sunnyside an exemption from all County, Town, Special District and School District taxes; and

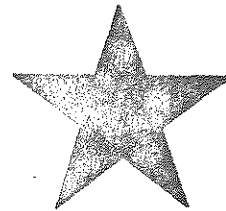
WHEREAS, pursuant to a separate agreement, the Company agreed to make payments in lieu of taxes (PILOTs) to the Oyster Bay Town Receiver of Taxes; and

WHEREAS, an extension of the Tax Exemption Act is necessary and essential for the continued availability of affordable housing for the Town's moderate income Senior Citizens; and

WHEREAS, an extension of the Tax Exemption Agreement for an additional term of twenty-five (25) years is permitted under Article V, Section 125 (1) (a) of the Act, and will allow for the continued operation of the project, with a maximum benefit to the senior community residing at the subject premises; and

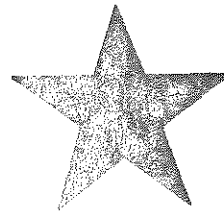
WHEREAS, the Town of Oyster Bay's acknowledgement and consent of the proposed Tax Exemption Extension Agreement is a requirement of the proposed Exemption Agreement's approval; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 12, 2023, request Town Board authorization for the Town Supervisor, or his designee, to acknowledge and consent to the proposed Tax Exemption Extension Agreement, and all the terms and conditions contained therein, between the aforementioned parties,



NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Supervisor, or his designee, is hereby authorized to acknowledge and to consent to the proposed twenty-five (25) year Tax Exemption Extension Agreement, and all the terms and conditions contained therein, between the County of Nassau, and the Sunnyside at Bethpage Redevelopment Company Owners Corporation.

~~#~~



## TAX EXEMPTION EXTENSION AGREEMENT

This Extension Agreement made this 1<sup>st</sup> day of September, 2023, effective as of January 1, 2023 (hereafter this "Agreement") by and among the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County") having its principal office at the County Executive Building, 1550 Franklin Avenue, Mineola, New York, 11501 and SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORPORATION, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended ("the Act"), with offices at, 400 Central Avenue, Bethpage, New York 11714 (hereafter referred to as "Sunnylane");

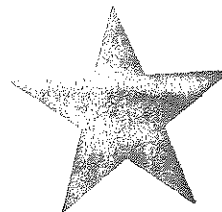
### WITNESSETH:

**WHEREAS**, Sunnylane is a cooperative housing corporation which owns the land and buildings in the community known as Sunnylane located in Bethpage, New York and consisting of twenty (20) two-story residential buildings containing 300 cooperative apartment units and a community center for occupancy by senior citizens age 62 years of age or older (hereafter the "Property"); and

**WHEREAS**, by Resolution No. 537-95 of the Town Board of the Town of Oyster Bay, a municipal corporation organized under the laws of the State of New York with offices at 54 Audrey Avenue, Oyster Bay, New York 11771 (hereafter the "Town") dated July 25, 1995 the Town approved a Declaration of Restrictive Covenants (attached hereto as Exhibit "A") executed by Sunnylane of Bethpage, Inc. on August 2, 1995, as contract vendee, and by Northrop-Grumman Corporation, as fee owner, on November 9, 1995 changing the zoning for the Property from an "H" Industrial District (Light Industry) to an "S-2" Golden Age District for the construction and maintenance of 300 senior citizen cooperative residences and a club house (hereafter the "Housing Project"). The Declaration of Restrictive Covenants set forth maximum income restrictions for Purchasers of units in the Property as well as maximum sales prices, both of which are subject to adjustment by the Housing Authority of the Town of Oyster Bay (hereafter the "Supervising Agency") based upon increases in the CPI Index, and also limited ownership and occupancy of the units to persons 62 years of age or older; and

**WHEREAS**, Sunnylane of Bethpage Redevelopment Company Owners Corp. I, (hereafter "Sunnylane I"), predecessor in interest to Sunnylane, and the Town entered into that certain "Agreement Regarding Payment In Lieu of Taxes" dated October 29, 1996 (hereafter the "Pilot Payment Agreement" which is annexed hereto as Exhibit "B") which states "the Town has requested that the County of Nassau exempt said property from any future increase in assessed valuation pursuant to section 125 of the Private Housing Finance Law" and which further states, "Both parties agree that this Agreement will not become effective unless the County of Nassau has exempted said property from any future increase in assessed valuation pursuant to section 125 of the Private Housing Finance Law"; and

**WHEREAS** the Pilot Payment Agreement also provided that each unit owner would remit payments in lieu of taxes (hereafter "PILOT payments") to Sunnylane I which would then remit the aggregate PILOT payments to the Receiver of Taxes for the Town. The Receiver of



## TAX EXEMPTION EXTENSION AGREEMENT

This Extension Agreement made this 1<sup>st</sup> day of September, 2023, effective as of January 1, 2023 (hereafter this "Agreement") by and among the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County") having its principal office at the County Executive Building, 1550 Franklin Avenue, Mineola, New York, 11501 and SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORPORATION, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended ("the Act"), with offices at, 400 Central Avenue, Bethpage, New York 11714 (hereafter referred to as "Sunnylane");

### WITNESSETH:

**WHEREAS**, Sunnylane is a cooperative housing corporation which owns the land and buildings in the community known as Sunnylane located in Bethpage, New York and consisting of twenty (20) two-story residential buildings containing 300 cooperative apartment units and a community center for occupancy by senior citizens age 62 years of age or older (hereafter the "Property"); and

**WHEREAS**, by Resolution No. 537-95 of the Town Board of the Town of Oyster Bay, a municipal corporation organized under the laws of the State of New York with offices at 54 Audrey Avenue, Oyster Bay, New York 11771 (hereafter the "Town") dated July 25, 1995 the Town approved a Declaration of Restrictive Covenants (attached hereto as Exhibit "A") executed by Sunnylane of Bethpage, Inc. on August 2, 1995, as contract vendee, and by Northrop-Grumman Corporation, as fee owner, on November 9, 1995 changing the zoning for the Property from an "H" Industrial District (Light Industry) to an "S-2" Golden Age District for the construction and maintenance of 300 senior citizen cooperative residences and a club house (hereafter the "Housing Project"). The Declaration of Restrictive Covenants set forth maximum income restrictions for Purchasers of units in the Property as well as maximum sales prices, both of which are subject to adjustment by the Housing Authority of the Town of Oyster Bay (hereafter the "Supervising Agency") based upon increases in the CPI Index, and also limited ownership and occupancy of the units to persons 62 years of age or older; and

**WHEREAS**, Sunnylane of Bethpage Redevelopment Company Owners Corp. I, (hereafter "Sunnylane I"), predecessor in interest to Sunnylane, and the Town entered into that certain "Agreement Regarding Payment In Lieu of Taxes" dated October 29, 1996 (hereafter the "Pilot Payment Agreement" which is annexed hereto as Exhibit "B") which states "the Town has requested that the County of Nassau exempt said property from any future increase in assessed valuation pursuant to section 125 of the Private Housing Finance Law" and which further states, "Both parties agree that this Agreement will not become effective unless the County of Nassau has exempted said property from any future increase in assessed valuation pursuant to section 125 of the Private Housing Finance Law"; and

**WHEREAS** the Pilot Payment Agreement also provided that each unit owner would remit payments in lieu of taxes (hereafter "PILOT payments") to Sunnylane I which would then remit the aggregate PILOT payments to the Receiver of Taxes for the Town. The Receiver of



Taxes for the Town would then allocate the PILOT payments to the County, Town, Special District and Bethpage School District; and

**WHEREAS**, the County and Sunnyslane I entered into a Tax Exemption Agreement that was effective as of January 1, 1998 (attached hereto as Exhibit "C") which granted Sunnyslane I "or any successor or transferee redevelopment company an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including the improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company (Sunnyslane I), such tax exemption to operate for a period of twenty-five (25) years..."

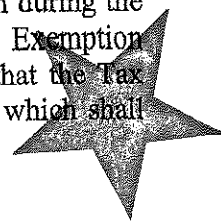
**WHEREAS**, the County and SUNNYSLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORPORATION II (hereafter "Sunnyslane II"), a mutual redevelopment company and predecessor in interest to Sunnyslane, entered into a Tax Exemption Agreement that was also effective January 1, 1998 (attached hereto as Exhibit "D") which granted Sunnyslane II "or any successor or transferee redevelopment company an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including the improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company (Sunnyslane II), such tax exemption to operate for a period of twenty-five (25) years..."

**WHEREAS**, pursuant to a "Certificate of Consolidation" (attached hereto Exhibit "E") executed on February 10, 2003 by Sunnyslane I and Sunnyslane II and filed with the New York State Department of State on March 28, 2003, Sunnyslane I and Sunnyslane II consolidated to form Sunnyslane of Bethpage Redevelopment Company Owner's Corp.; and

**WHEREAS**, the Town consented to the consolidation of Sunnyslane I and Sunnyslane II (see Exhibit "F"); and

**WHEREAS**, the Tax Exemption Agreements for Sunnyslane I and Sunnyslane II both expire on December 31, 2022; and

**WHEREAS**, pursuant to Article V, Section 125(1)(a) of the Act, the Tax Exemption Agreements may be extended for an additional term not to exceed twenty-five (25) years, provided that the Tax Exemption afforded is at a rate of tax exemption not to exceed an average of fifty percent during such additional period, and provided that the Tax Exemption during the first two (2) years of such additional period shall continue at the rate of the Tax Exemption immediately preceding the termination of the initial twenty-five year period and that the Tax Exemption thereafter shall be decreased in equal biennial decrements, the first of which shall occur immediately following such two year period; and



**WHEREAS**, an extension of the Tax Exemption Agreements for an additional term of twenty-five (25) years pursuant to Article V, Section 125(1)(a) of the Act will allow for the continued operation of the Premises with maximum benefit to the senior community residing in the Premises; and

**WHEREAS**, an extension of the Tax Exemptions is necessary for the continued availability of affordable housing for moderate income senior citizens in Nassau County; and

**WHEREAS**, the Legislature of the County of Nassau, by Resolution adopted \_\_\_\_\_, 202\_, a copy of which is attached hereto as Exhibit "G", approved and authorized an extension of the Tax Exemptions in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

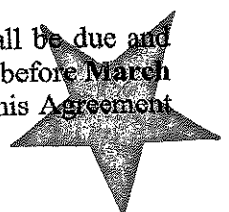
1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Tax Exemption Agreements.

2. Extension of Term. The Tax Exemptions are hereby extended for a period of twenty-five (25) years (the "Extended Term") and shall expire on December 31, 2047, or at such time as the Property is no longer operated under the restrictions and purposes set forth in Article V of the Act, unless otherwise terminated as provided by this Agreement or pursuant to applicable law.

3. Exemptions and Payment in Lieu of Taxes (PILOT). The County hereby extends to Sunnyslane, or any successor or transferee entity organized pursuant to the Act, an exemption from County, Town and Special District and School taxes (hereafter "taxes" or "tax") to run for the Extended Term as modified and in accordance with the terms of this Agreement. So long as the Tax Exemption provided for hereunder shall continue in full force and effect, Sunnyslane shall, subject to the provisions set forth in sections 4, 5 and 11 of this Agreement, pay each year to the Receiver of Taxes of the Town of Oyster Bay, for the benefit of the County, the Town, the School District and Special Districts in which the Premises are located, taxes and payments in lieu of taxes (hereafter "PILOT payments"), as may be necessary, in a sum equal to or exceeding the minimum annual payment of \$330,000. as set forth in Schedule A attached hereto.

4. Invoicing. The Town agrees to bill Sunnyslane at the address first written above or such other address as may be provided to the Town in writing, on or before **February 1st** of each year that this Agreement is or remains in effect. Failure of the Town to bill Sunnyslane on or before **February 1st** does not in any way affect the obligation of Sunnyslane to make the tax and PILOT payments required under this Agreement.

5. Payment. The amounts due and payable under this Agreement shall be due and payable on or before **February 20<sup>th</sup>** of each year, but payment may be made on or before **March 15<sup>th</sup>** of each year without penalties or interest. Amounts due and payable under this Agreement



shall be payable to the receiver of Taxes of the Town of Oyster Bay, 74 Audrey Avenue, Oyster Bay, N.Y. 11771, or at such other address as the Receiver of Taxes may notify Sunnyslane.

6. Late Payments. In addition to any other remedy available to the County at law or in equity, it is understood and agreed that Sunnyslane's failure to make tax and PILOT payments pursuant to this Agreement when said tax and PILOT payments shall be due and payable, shall, at the County's option, be treated for all purposes as a failure to make payments of real property taxes, and shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes.

7. Allocation by Receiver of Taxes. All tax and PILOT payments made hereunder shall be allocated by the Town among the affected tax jurisdictions in proportion to the amount of real property and other taxes and assessments that would have been received by each tax jurisdiction had the Property not been partially exempt. The County shall calculate real estate taxes each year by applying the County, Town, Special District, General and School tax rates then in effect to the taxable assessment in accordance with Schedule A. PILOT payments will be collected each year, if necessary, to the extent they may be required to meet the minimum annual payment of \$330,000. The Town shall forward the allocated amounts from each yearly tax and PILOT payment to the County, Town and affected School District(s). The amount forwarded to the School District by the Town shall also include the portion allocated to the applicable Library District, which proportional amount is to be forwarded by the School District to the Library District. The amount retained by the Town shall also include the portions allocated to the Special Districts in which the Property is located, which proportional amounts are to be forwarded by the Town to the respective Special District.

8. Tax and PILOT Payments Unconditional. Sunnyslane, by signing below, agrees to make the tax and PILOT payments regardless of whether any one or more residents of the Property fails to pay maintenance, rent or similar fees.

9. No Oral Modification. This Agreement may not be orally modified or terminated nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any modification, termination or waiver is sought.

10. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and each of their respective legal representatives, successors and permitted assigns.

11. Default. In the event that Sunnyslane fails to make its tax and PILOT payments when due in accordance with Sections 3, 5 and 6 of this Agreement, in any given year during the Extended Term, or if Sunnyslane shall breach any other condition or provision of this Agreement, then, in addition to any other remedy available to the County at law or in equity, the Tax Exemption shall be subject to termination and the Property shall become assessed with full real property taxes without any further exemption, provided that the County shall have given 30 days' prior written notice to Sunnyslane of the default and Sunnyslane shall have failed to cure: a) a default in the payment of tax and PILOT payments within the thirty (30) days provided in the written notice of default, or b) within 60 days of such notice for a non-tax/PILOT payment breach of this Agreement. In the event of a dispute as to whether a default has occurred or is

capable of being cured, the parties shall submit their dispute to judicial resolution and this Extension Agreement shall remain in effect pending the final resolution of the dispute. If it is finally determined that a default has occurred and it is not cured within 30 days after a judicial order with Notice of Entry, then the County may terminate this Agreement.

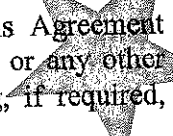
12. No Protest or Challenge. So long as the Tax Exemption with respect to the Property described above remains in effect, neither Sunnyslane, nor its successors and/or assigns, nor the individual residents, shall protest, challenge or file a tax certiorari petition with respect to the assessed valuation of the Property, provided, however, Sunnyslane may file challenges at any time within two (2) years prior to the expiration of this Extension Agreement. Except as permitted, neither Sunnyslane, nor Sunnyslane on behalf of those residing in the units, shall be eligible to receive or file for any other abatement or exemption except for the exemption granted herein for the duration of this Agreement.

13. Ratification. The parties hereby confirm that, except as expressly modified herein, all other terms and conditions of the Tax Exemption Agreement remain in full force and effect, are hereby ratified and confirmed by the parties and are incorporated herein as if set forth in detail, the parties agreeing to continue to be bound by the terms and conditions set forth therein. In the event of any conflict between the terms of this Agreement and the terms of the Tax Exemption Agreement, the terms of this Agreement shall control.

14. Counterparts. This Agreement may be executed in one or more counterparts (each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument) and facsimile and PDF signatures shall be binding with the same force and effect as original signatures.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or employee or agent of Sunnyslane, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at One West Street, Mineola, NY 11501, (ii) if to an Applicable Deputy County Executive ("DCE"), to the attention of the Applicable DCE (whose name Sunnyslane shall obtain from the County) at the address specified above for the County, (iii) if to the Receiver of Taxes of the Town of Oyster Bay, to the attention of the Receiver of Taxes at 74 Audrey Avenue, Oyster Bay, NY 11771, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, (v) if to Sunnyslane, to the attention of \_\_\_\_\_ of Sunnyslane at the address specified above for Sunnyslane, and to Sunnyslane's Counsel at the office of the Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

16. Executory Clause. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to Sunnyslane or any other person or entity unless (i) all County approvals have been obtained, including, if required,



approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or a Deputy County Executive.

17. Modification/Governing Law. This Agreement may be modified only by written instrument duly executed by the parties hereto and shall be construed and interpreted, and may be modified, in accordance with the laws of the State of New York.

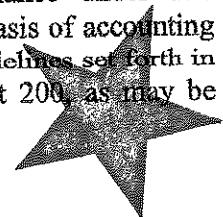
18. Assignment. This Agreement may only be assigned, shared or otherwise transferred to an entity formed pursuant to the Act and this Agreement shall not be assigned, shared or otherwise transferred without the prior written consent of the County which shall not be unreasonably withheld. Any purported assignment, sharing or transfer without such consent shall be void ab initio.

19. Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be otherwise affected by such holding or adjudication.

20. Prohibition of Gifts. In accordance with County Executive Order 2-2018, Sunnyside shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Sunnyside on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Sunnyside shall include the provisions of this subsection in each subcontract entered into under this Agreement.

21. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Sunnyside shall disclose as part of its compliance with such Order complete disclosure form(s) reflecting any and all instances where it employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Sunnyside shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

22. Accounting Procedures; Records. Sunnyside shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with an income tax basis of accounting and, if Sunnyside is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be



amended. Such Records shall at all times be available for audit and inspection by the County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services or benefits hereunder and/or the payment therefore, and any of their duly designated representatives, upon reasonable notice. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all of the date hereinabove set forth.

ATTEST:

THE COUNTY OF NASSAU

\_\_\_\_\_

By: \_\_\_\_\_  
County Executive

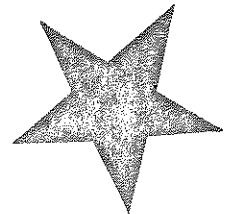
ATTEST:

SUNNYLANE OF BETHPAGE  
REDEVELOPMENT  
COMPANY OWNERS CORPORATION

\_\_\_\_\_

By: Dennie Reardon

ACKNOWLEDGED AND CONSENTED TO:  
TOWN OF OYSTER BAY

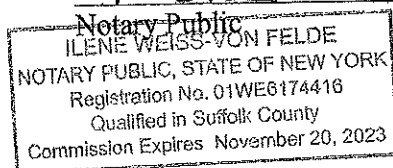


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of New York )ss:  
County of Suffolk )

On the 1<sup>st</sup> day of September in the year 2023 before me, the undersigned notary public, personally appeared Dennis Reardon President, Vice President, of Sunnyside of Bethpage Redevelopment Company Owners Corporation, a mutual redevelopment corporation, 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, 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 )ss.:  
County of Nassau )



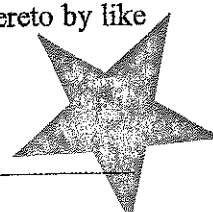
On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_, before me personally came, \_\_\_\_\_ the County Executive/Chief Deputy County Executive of the County of Nassau, the municipal corporation described in and who executed the above instrument; that he being duly sworn, did depose and say that he is the County Executive/Chief Deputy County Executive of Nassau County; 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 authority of the Nassau County Legislature, and that he signed his name thereto by like authority.

\_\_\_\_\_  
Notary Public

State of New York )ss.:  
County of Nassau )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_, before me personally came, \_\_\_\_\_ the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described in and who executed the above instrument; that he being duly sworn, did depose and say that he is the Supervisor of the Town of Oyster Bay; 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 authority of the Oyster Bay Town Board, and that he signed his name thereto by like authority.

\_\_\_\_\_  
Notary Public

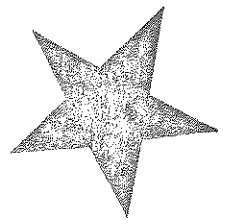


SCHEDULE A

SUNNYLANE

I & II

MINIMUM ANNUAL PAYMENT  
\$330,000





## SUNNYLANE I & II

### Mutual Redevelopment Exemption Schedule

The legal mandate calls for the eventual expiration of the existing mutual redevelopment exemption and gives constraints as to the time, rate and frequency at which it must be removed.\* The recommended exemption schedule will provide a maximum-term extension of (25) years, whereby the starting rate of exemption is frozen for the first two years, and then reduced by (8.59%) in subsequent two-year intervals. Phasing out the exemption in this manner results in an average annual rate of exemption of (49.63%) – less than one-half percent below the legal cap limit of (50%).

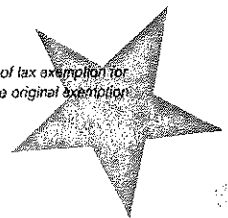
Extension Period <sup>1</sup>	Rate of Exemption <sup>2</sup>
Year 1	94.99%
Year 2	94.99%
Year 3	94.99%
Year 4	86.40%
Year 5	86.40%
Year 6	77.81%
Year 7	77.81%
Year 8	69.22%
Year 9	69.22%
Year 10	60.63%
Year 11	60.63%
Year 12	52.04%
Year 13	52.04%
Year 14	43.45%
Year 15	43.45%
Year 16	34.86%
Year 17	34.86%
Year 18	26.27%
Year 19	26.27%
Year 20	17.68%
Year 21	17.68%
Year 22	9.09%
Year 23	9.09%
Year 24	0.50%
Year 25 <sup>3</sup>	0.50%
AVERAGE	49.63%

<sup>1</sup> [Extension Period] chronologizes the twenty-five (25) year postponement of exemption expiration date.

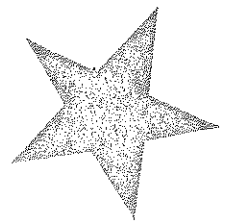
<sup>2</sup> [Rate of Exemption] depicts the scheduled reduction of the current exemption on a percentage basis over time.

<sup>3</sup> At the conclusion of the twenty-five (25) year extension period the property will become fully taxable.

\* Per PVH § 125 "...the local legislative body may contract to extend such exemption period for no more than 25 additional years, provided (a) the average rate of tax exemption for the additional period does not exceed 50%, (b) the rate of tax exemption for the first two years of the additional period is equivalent to that of the last year of the original exemption period, and (c) the rate of tax exemption thereafter will be reduced in equal decrements every two years."



# EXHIBIT "A"



RECEIVED

Nassau County Clerk  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: Decl Restrctns  
Control No: 199512011882  
SUNNYLANE OF BETHPAGE INC

Recorded: 12/01/1995  
At: 3:43:45 PM  
In Liber: 10604  
Of: Deed Book  
From Page: 0290  
Through Page: 0299  
  
Refers to Liber: 00000  
Of:  
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
Town Hold's	00000046	00323-00	0017E	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$ .00

Received The Following Fees For Above Instrument

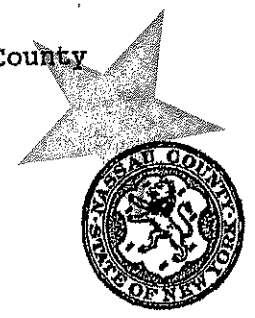
	Exempt		Exempt
Recording \$	45.00 NO	State Fee \$	4.75 NO
		St.Fee/Cty \$	.25 NO

Fees  
Paid: \$ 50.00

THIS PAGE IS A PART OF THE INSTRUMENT

BAM001

Karen V. Murphy  
County Clerk, Nassau County



DECLARATION OF RESTRICTIVE COVENANTS

SUNNYLANE OF BETHPAGE, INC., Contract Vendee, with a principal place of business at 170 Cabot Street, West Babylon, New York and NORTHROP-GRUMMAN CORPORATION, formerly known as GRUMMAN AEROSPACE CORPORATION, Fee Owner, with a principal place of business at 1111 Stewart Avenue, Bethpage, New York, of the premises described in Schedule "A" herein, by this declaration, dated August 2, 1995, declare as follows:

WHEREAS, said Declarants petitioned the Town Board of the Town of Oyster Bay for a Change of Zone, from an "H" Industrial District (Light Industry) to an "S-2" Golden Age District, to construct and maintain three hundred (300) Senior Citizen Cooperative residences and a club house, on premises being described as Section 46, Block 323, Part of Lot 17E 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 February 21, 1995, and 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. 537-95, dated July 25, 1995, approved said Petition subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the property values of the subject premises and surrounding community, in order to assure the orderly development of the premises described 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 which will run with the land and be binding upon said owner, its successors and/or assigns,

NOW, THEREFORE, said Declarants, SUNNYLANE OF BETHPAGE, INC., Contract Vendee, and NORTHROP-GRUMMAN CORPORATION, hereby covenant and declare as follows:

1. That the property will be developed as a Golden Age Senior Citizen Cooperative, substantially in accordance with site plan entitled "Preliminary Site Plan, Sunnylane", dated February 1, 1995, last revised March 6, 1995, prepared by Dean J. Peterson, A.S.L.A., Landscape Architect, except as modified and superseded by the terms set forth in this declaration.

2. That the number of dwelling units shall not exceed three hundred (300), the height of the buildings shall not be

Sec. 46  
Blk. 323  
1/2 Lot 17E

RECORD AND RETURN  
TO  
TOWN CLERK  
OYSTER BAY, N. Y.

CLERK

greater than thirty-five (35) feet, and off-street parking shall be provided at a ratio of 1.33 spaces per dwelling unit.

3. That the units shall be owned and occupied only by persons who are 62 years of age or older, except that in the case of couples, only one partner need be 62 years of age or older.

4. That the maximum income of single owners shall not exceed \$38,000 annually, and the maximum income of couples shall not exceed \$44,000 annually. The maximum income shall be adjusted annually to reflect the cumulative increase or decrease of the Consumer Price Index (hereinafter referred to as "CPI").

5. That the aforesaid age requirement and income limitation shall apply to the original purchasers of the units, as well as to subsequent purchasers and donees, by way of gifts, devise, bequest or inheritance.

6. That the sales price of the units, by the developer, may not exceed \$110,000 for a one or two bedroom unit, containing a minimum of 980 square feet of interior space, during the first year from the date of closing. All sales taking place subsequent to the said first year shall not exceed the original sales price plus applicable annual CPI increases, if any. The increase as based upon the CPI and the methodology to establish said increase shall be determined by the Housing Authority of the Town of Oyster Bay.

7. That a system of priorities shall be established by said Housing Authority, whereby the sales of the units will be offered first to residents of Bethpage, then to residents of the Town of Oyster Bay, then to the residents of Nassau County, and then to all others.

8. That any and all original sales, resales, gifts, devices, bequests, inheritances, or other types of conveyances, of whatsoever nature, must be approved by the said Housing Authority of the Town of Oyster Bay. Said approval shall be limited to the requirements set forth in this declaration of restrictive covenants only.

9. There shall be no renting or subleasing of any unit by the sponsor. Individual unit owners may not rent or sublease their unit for more than a three (3) month period, per calendar year, subject to the approval of the Board of Directors of the Cooperative. Sublessees must be 62 years of age or older and must comply with all the rules of the Cooperative.

10. That the project shall be managed by a Cooperative Board or Association in accordance with standard and customary rules and regulations governing New York State Cooperative housing.

11. That the developer/sponsor shall execute any and all documents which are required of it, and shall use all reasonable efforts, and fully cooperate with the Town of Oyster Bay, including the Housing Authority, in order that a "payment in lieu of taxes", and/or tax exemption, as provided for in Section 125 of Article 5 of the Private Housing Finance Law of the State of New York (or any other existing or future law or laws), be effectuated and granted for each residential unit within the project. This provision shall be effective for a period of two years following the issuance of building permits by the Town of Oyster Bay.

12. That no underlying mortgage and/or project debt shall encumber common areas or real property dedicated to a cooperative apartment corporation.

13. That a community building must be constructed by the developer/sponsor. Said building shall contain kitchen facilities, including cabinets, tables and chairs, and must provide 4980 square feet of useable space.

14. That refuse areas must be provided on the site, and shall be enclosed according to standard industry procedures.

15. That each unit shall be supplied with a range, refrigerator, hot water heater, and washer and dryer connections.

16. That there shall be no prohibition regarding the installation of air conditioning units.

17. That all fencing, landscaping, and plantings shall be properly maintained at all times by said developer, its successors, or assigns.

18. That the foregoing restrictions and covenants shall be effective only in the event the within described parcel is reclassified or rezoned to "S-2 Golden Age District" and the Code of the Town of Oyster Bay, Chapter 246, zoning, including the Zoning Map, be amended and changed to reflect same.

19. That no variances for front, side or rear yards shall be requested in connection with the construction and maintenance of the proposed "S-2" Golden Age District development.

20. That every attempt shall be made to provide trees on the site, and all trees shall be installed and maintained in

C. CLERK

maintenance of the proposed "S-2" Golden Age District development.

20. That every attempt shall be made to provide trees on the site, and all trees shall be installed and maintained in accordance with "Town of Oyster Bay Highway Department Subdivision Standards for Tree Planting".

21. That a landscaping plan shall be provided in the site plan approval requirement set forth herein. Said plan shall depict varieties of trees and shrubbery. All shrubbery and groundcover shall be of a low maintenance variety, and replaced when necessary.

22. 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, including the Office of the Attorney General and/or the United States of America.

23. That no building permit and/or certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution within one (1) year of adoption of the Change of Zone resolution herein mentioned. Said site plan shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall include interior dimensions setting forth each use, exterior elevations of all buildings, location of ingress and egress, location, layout and striping of all parking areas, drainage plan, location of dumpsters, location of exterior lighting, location, variety and size of landscaping, location and footprint of all buildings and any other information or details as may be required by the Department of Planning and Development.

24. This Declaration shall be filed with the Clerk of the County of Nassau, shall 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 after a public hearing.

25. That a copy of a complete Offering Plan containing the within Declaration shall be issued to all proposed purchasers of these residential units prior to the execution of a contract of sale. The purposed purchasers shall be required to acknowledge

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receipt of said documentation. Said receipt shall be filed with the Town of Oyster Bay Housing Authority.

26. That the developer hereby agrees to satisfy all existing notes, mortgages and liens effecting the subject parcel on or before sale of 80% of the senior residential units so that no underlying mortgages or liens exist which would be chargeable to the cooperative. Developer acknowledges that the change of zone resolution, mentioned herein, was granted so that affordable senior housing could be established. The Town Board is committed to assisting seniors affordable owner occupied housing with affordable maintenance charges.

SCHEDULE "A"

~~ALL that certain plot, piece or parcel of~~  
land, situate, lying and being at Bethpage,  
Town of Oyster Bay, County of Nassau and State  
of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of  
Central Avenue (as now open and in use),  
distant 196.89 feet westerly from a corner  
formed by the intersection of the northerly  
side of Central Avenue and the westerly side  
of Sheridan Avenue (as now open and in use);

RUNNING THENCE along the northerly side of  
Central Avenue North 68 degrees 21 minutes 14  
seconds West, 562.98 feet to a point of  
curvature;

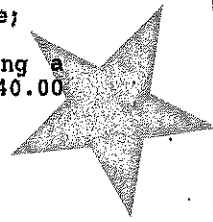
THENCE still along the northerly side of  
Central Avenue along a curve to the left  
having a radius of 1040.00 feet, 67.09 feet;

THENCE north 19 degrees 15 minutes 00 seconds  
East, 1115.88 feet;

THENCE South 37 degrees 30 minutes 35 seconds  
East, 521.68 feet to a point of curvature;

THENCE southeasterly and southerly along a  
curve to the right having a radius of 240.00  
feet, 207.54 feet;

SEE SCHEDULE "A" ATTACHED HERETO.





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~~THENCE South 12 degrees 02 minutes 10 seconds  
West, 689.32 feet to the northerly side of  
Central Avenue to the point of place of  
BEGINNING.~~

~~SAID premises are known and described as Section 46,  
Block 323, Part of Lot 17E on the Land and Tax Map of the County of  
Massachusetts.~~

IN WITNESS WHEREOF, the Declarants, ~~by~~  
~~—~~ have hereunto set the hand . . . of said  
corporation, the day and year first above written by order of its  
Board of Directors.

SUNNYLANE OF BETHPAGE, INC.

By:

*Thomas Muscare*  
VICE-PRESIDENT

NORTHROP-GRUMMAN CORPORATION

By:

*J. P. [Signature]*

CLERK

STATE OF NEW YORK)  
COUNTY OF NASSAU ) ss:

On this 2nd day of Aug. 1995, before me personally came THOMAS MASCIALA, to me known, who being duly sworn, did depose and say that he resides at 99 Holland's Lane, East Islip, New York, that he is the Vice President of SUNNYLANE OF BETHPAGE, INC., and has authority to sign on behalf of said corporation described in and which executed the foregoing instrument, ~~that he knows the seal of said corporation, that the seal affixed to said instrument by order of the Board of Directors of said corporation is said corporate seal and that he signed his name thereto by like order.~~

VINCENT J. PIZZULLI, JR.  
NOTARY PUBLIC, State of New York  
No. 4812215  
Qualified in Suffolk County  
Commission Expires March 30, 1996

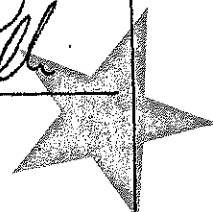
*Vincent J. Pizzulli, Jr.*  
NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF NASSAU ) ss:

On this 9<sup>th</sup> day of ~~July~~ <sup>Nov.</sup>, 1995, before me personally came ~~Kenneth Berchoud~~ to me known, who being duly sworn, did depose and say that he resides at ~~Los Angeles, California~~, that he is the VICE-PRES of NORTHROP-GRUMANN CORPORATION, and has authority to sign on behalf of said corporation described in and which executed the foregoing instrument, ~~that he knows the seal of said corporation, that the seal affixed to said instrument by order of the Board of Directors of said corporation is said corporate seal and that he signed his name thereto by like order.~~

JEFFREY D. FORCHELLI  
Notary Public, State of New York  
No. 30-6364195  
Qualified in Nassau County  
Commission Expires July 31, 1996

*Jeffrey D. Forchelli*  
NOTARY PUBLIC



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SCHEDULE "A"

ALL that certain plot, piece or parcel of land, situate, lying and being at Bethpage, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Central Avenue (as now open and in use), distant 196.89 feet westerly from a corner formed by the intersection of the northerly side of Central Avenue and the westerly side of Sheridan Avenue (as now open and in use);

RUNNING THENCE along the northerly side of Central Avenue North 68 degrees 21 minutes 14 seconds West (deed) North 80 degrees 34 minutes 20 seconds West (State), a distance of 562.98 feet to a point of curvature;

THENCE still along the northerly side of Central Avenue along a curve to the left having a radius of 1040.00 feet, a distance of 67.21 feet;

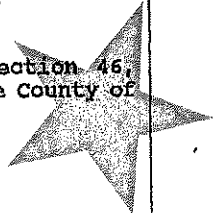
THENCE North 19 degrees 15 minutes 00 seconds East (deed) North 7 degrees 01 minutes 54 seconds East (State), a distance of 1116.33 feet;

THENCE South 37 degrees 30 minutes 35 seconds East (deed) South 49 degrees 43 minutes 41 seconds East (State), a distance of 522.00 feet to a point of curvature;

THENCE southeasterly and southerly along a curve to the right having a radius of 240.00 feet, a distance of 207.54 feet;

THENCE South 12 degrees 02 minutes 10 seconds West (deed) South 00 degrees 10 minutes 56 seconds East (State), a distance of 689.23 feet to the northerly side of Central Avenue to the point or place of BEGINNING.

SAID premises are known and described as Section 46, Block 323, Part of Lot 17E on the Land and Tax Map of the County of Nassau.

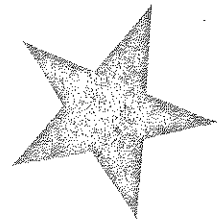


RECORD AND RETURN  
TO  
TOWN CLERK  
OYSTER BAY, N. Y.

RECORD AND RETURN  
TO  
TOWN CLERK  
OYSTER BAY, N. Y.

Y  
R  
E

# EXHIBIT "B"



AGREEMENT REGARDING PAYMENT IN LIEU OF TAXES  
(PILOT PAYMENT AGREEMENT)

AGREEMENT made this 29<sup>th</sup> day of October, 1996, between SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORP., I, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York (hereinafter "SUNNYLANE"), with offices located at 400 Central Avenue, Bethpage, New York and THE TOWN OF OYSTER BAY, a municipal corporation organized under the laws of the State of New York (hereinafter "TOWN"), with offices located at Audrey Avenue, Oyster Bay, New York 11771.

W I T N E S S E T H:

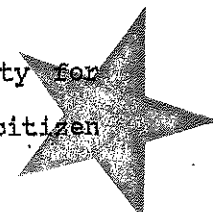
WHEREAS, SUNNYLANE has acquired title to certain real property located in Bethpage, New York, which property is described in the annexed Schedule "A"; and

WHEREAS, SUNNYLANE intends to develop said real property with a 136-unit affordable senior citizen housing project; and

WHEREAS, in order to insure that said senior citizen housing project will be affordable to prospective unit purchasers, the TOWN has requested that the County of Nassau exempt said property from any future increase in assessed valuation pursuant to § 125 of the Private Housing Finance Law;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is understood and agreed as follows:

1. The TOWN has qualified the subject property for inclusion in its privately financed affordable senior citizen



housing program, and has requested the County of Nassau to exempt same from any future increase in assessed valuation pursuant to § 125 of the Private Housing Finance Law.

2. SUNNYLANE agrees that so long as the exempt status set forth hereinbefore is continued, it will require each unit owner to make an estimated Payment in Lieu of Taxes (PILOT) of \$810.82 per year. Each unit owner will pay said sum to SUNNYLANE and SUNNYLANE, its heirs, successors or assigns, will remit the estimated aggregate PILOT amount of \$110,271.52 per year (136 x \$810.82) to the Receiver of Taxes of the Town of Oyster Bay. The remittance of the estimated aggregate PILOT amount by SUNNYLANE shall commence upon the effective date of the aforesaid exemption, which shall be the next taxable status date after the County of Nassau has approved and executed the Tax Exemption Agreement, and shall be paid in equal quarterly installments during each tax year.

The Receiver of Taxes shall issue bills for the estimated aggregate

PILOT amount, collect said amount and remit same to the Bethpage

School District, the County of Nassau and the Town, and the

allocations shall be as established in the combined School and

General tax bills. Said allocations shall be disbursed by the

Receiver of Taxes by the end of the second month following the date

of collection. SUNNYLANE's failure to make the payments as herein

provided, when same shall be due and payable, shall be treated for

all purposes as if failure to make payment of real property taxes,

and shall be governed by the same provisions of law as shall apply

RECEIVED  
TOWN OF OYSTER BAY  
JAN 30 1971

RECEIVED  
TOWN OF OYSTER BAY  
JAN 30 1971

to any owner or owners of real property who fail to timely make payments of real property taxes (Note: The figures recited herein are estimates because the 1997 tax rates have not yet been established, but SUNNYLANE and the TOWN agree to enter into an amended agreement when the actual figures become available)

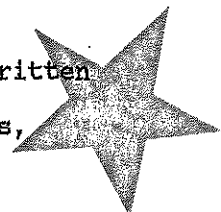
3. SUNNYLANE agrees that it will guarantee the aforesaid remittance of the aggregate PILOT amount, notwithstanding any unit owner's failure to pay his or her PILOT to SUNNYLANE. SUNNYLANE further agrees to submit a fidelity bond to the Receiver of Taxes in order to assure collection and remittance of each unit owner's PILOT.

4. Both parties agree that this Agreement will not become effective unless the County of Nassau has exempted said property from any future increase in assessed valuation pursuant to § 125 of the Private Housing Finance Law.

5. Both parties agree that if, for any reason, the aforesaid tax exemption is rescinded or declared invalid, the PILOT Payments shall immediately cease.

6. This Agreement shall be binding upon both parties and inure to the benefit of the Bethpage School District and the County of Nassau, and their respective heirs, successors and assigns. The parties fully intend that this Agreement shall run with the land and bind all successive owners of the subject property for the life of said agreement.

7. This Agreement may be modified only by a written instrument signed by both parties, or their respective heirs,






successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

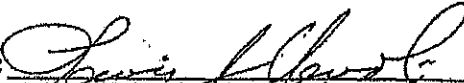
SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNERS CORP. I

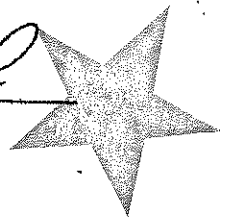
By:

  
THOMAS MASCIALE, President

TOWN OF OYSTER BAY

By:

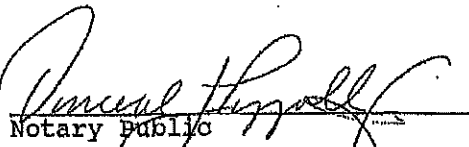
  
LEWIS YEVOLI, Supervisor

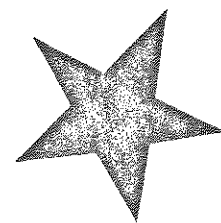


ACKNOWLEDGEMENT

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

On the 1st day of October, 1996, before me personally came  
THOMAS MASCIALE, to me known, who, being by me duly sworn, did  
depose and say that he resides at 99 Holland's Lane, East Islip,  
New York; that he is President of SUNNYLANE OF BETHPAGE REDEVELOP-  
MENT COMPANY OWNERS CORP. I, the mutual redevelopment company  
described in and which executed the foregoing instrument.

  
Notary Public  
VINCENT J. PIZZULLI, JR.  
NOTARY PUBLIC, State of New York  
No. 4812215  
Qualified in Suffolk County  
Commission Expires March 30, 1998  
*Sept*



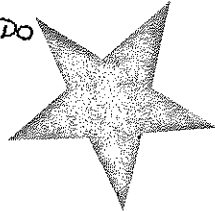
**ACKNOWLEDGEMENT**

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

On the 29 day of October, 1996, before me personally came LEWIS YEVOLE, to me known, who, being by me duly sworn, did depose and say that he resides at 29 Serpentine Lane, Old Bethpage, New York, that he is the Supervisor of the Town of Oyster Bay, and that he was duly authorized to execute the foregoing instrument by Resolution of the Town Board of the Town of Oyster Bay dated October 29, 1996.

Lois A. Tripodo  
Notary Public

LOIS A. ~~MAKINORE~~ TRIPODO  
NOTARY PUBLIC, State of New York  
No. 30-4828016  
Qualified in Nassau County, ~~and~~  
Commission Expires Aug. 31, 1997



SCHEDULE A

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

BEGINNING at a point on the northerly line of Central Avenue at the intersection of the northerly line of Central Avenue and the Westerly line of Property of Grumman Aerospace Corporation, which point is 814.05 feet West when measured along the northerly line of Central Avenue from the Westerly end of the straight course connecting the Northerly line of Central Avenue and the Westerly line of Sheridan Avenue, and

From said point of beginning running north 19 degrees 15 minutes 00 seconds East along the said Westerly line of the property of Grumman Aerospace Corporation 449.50 feet;

THENCE running South 68 degrees 21 minutes 14 seconds East 572.98 feet;

THENCE South 12 degrees 2 minutes 10 seconds West 453.58 feet to the Northerly line of Central Avenue;

THENCE the following two courses and distances along the northerly line of Central Avenue: (1) North 68 degrees 21 minutes 14 seconds West 562.98 feet (2) on the arc of a circle having a radius of 1040 feet bearing to the left, 67.09 feet to the point or place of BEGINNING;

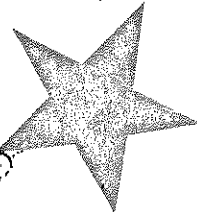
The above described parcel (6.1762 Acres) appears on the Nassau County Land and Tax Map as Section 46, Block 323, Lot 229.

SD 21

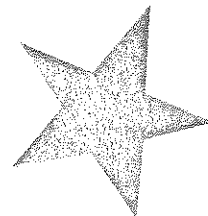
97 26 miles  
"3/11/10" 1-10

AY 74/60

T2 700 700



# EXHIBIT "C"



Res. 506 11/1/96

TAX EXEMPTION AGREEMENT

THIS AGREEMENT made this        day of October, 1996, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County"), having its principal office at the County Executive Building, Mineola, New York, and SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORP. I, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "Company"), having its principal office at 400 Central Avenue, Bethpage, New York.

W I T N E S S E T H:

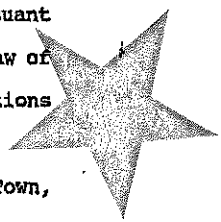
WHEREAS, the Town of Oyster Bay (hereinafter called "Town") is desirous of causing the provision of additional low or moderate income housing for the elderly in the Town; and

WHEREAS, the Company has acquired title to certain property on the north side of Central Avenue, in Bethpage, in the Town (said property being hereinafter called "Property", and being more fully described in Schedule A attached hereto and made a part hereof) and is engaged in a residential project thereon known as the Sunnyslane of Bethpage Golden Age Senior Housing Cooperative, Phase I, or Sunnyslane of Bethpage, Phase I (hereinafter called "Housing Project"); and

WHEREAS, in order for the Housing Project to be feasible, the Company has applied to the Nassau County Legislature for an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, pursuant to Section 125 of Article V of the Private Housing Finance Law of the State of New York, as amended, upon the terms and conditions provided herein; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real

363-96



property for the purpose of taxation within the meaning of and in accordance with Section 125.1(c) of Article V of the Private Housing Finance Law of the State of New York, as amended.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The County hereby grants to the Company or any successor or transferee redevelopment company an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including the improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, such tax exemption to operate for a period of twenty-five (25) years, commencing from the date on which the benefits of such exemption first became available and effective (i.e., the next taxable status date as established by Section 6-2.1 of the Nassau County Administrative Code - January 1, 1997).

2. So long as the exemption provided for hereunder shall continue in force and effect, the Company shall pay to the Comptroller of the Town, for the benefit of the County, the Town, Special Districts and the School District, taxes for the Property, the amount of which shall be determined and fixed solely on the basis of the County assessed valuation of the Property, both land and improvements, at the time of its acquisition by the Company.

3. It is understood and agreed that the tentative assessed valuation of the Property, both land and improvements, is \$74,160.00. Therefore, any increase in the assessed valuation of the Property, both land and improvements, over \$74,160.00 shall be exempt from County, Town, Special District and School District taxes for a period of twenty-five (25) years, commencing January 1, 1997, and the Company shall pay taxes as provided in


Section 2 hereof solely on the basis of the \$74,160.00 assessment during such twenty-five (25) year period.

4. Based upon a tentative assessed valuation of \$74,160.00, it is estimated that the Company's real property taxes will be \$39,328.52 per year (Note: the 1997 tax rates have not yet been established, but the Company and the County agree to enter into an amended agreement when the actual figures become available). Since the Housing Project consists of 136 units, the Company will collect the estimated sum of \$289.18 from each unit owner, and remit the estimated aggregate amount of \$9,328.52 (136 x \$289.18 ) to the Receiver of Taxes of the Town of Oyster Bay.

5. \*

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all as of the date hereinabove set forth.

COUNTY OF NASSAU.

*for*   
Thomas S. Gulotta  
County Executive

SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNERS CORP. I

  
Thomas Marciniak

President

APPROVED:

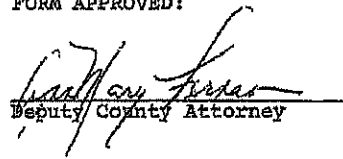
DEPARTMENT OF ASSESSMENT

BY: 

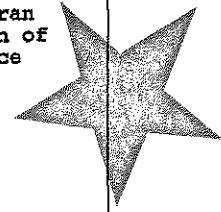
COMPTROLLER

BY: 

FORM APPROVED:

  
Deputy County Attorney

\*5. Furthermore, so long as the assessed valuation of the PROPERTY remains at \$74,160.00, the COMPANY and/or its successors and assigns, shall not protest, challenge or file a tax certiorari petition with respect to said assessed valuation. Neither the COMPANY on behalf of nor those to whom the apartments are sold shall file for Senior Citizen Exemptions or Veteran Exemptions for the duration of this Private Housing Finance exemption.



Assess/county/042.egt



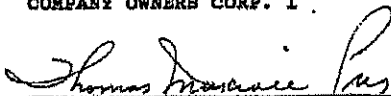
RIDER TO TAX EXEMPTION AGREEMENT

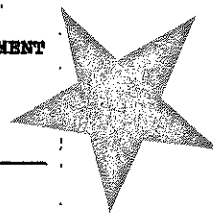
It is understood and agreed that SUNNYLANE's failure to make payments pursuant to the Payment in Lieu of Taxes ("PILOT") Agreement to be entered into by and between SUNNYLANE and the Town of Oyster Bay, when said payments shall be due and payable, shall be treated for all purposes as a failure to make payment of real property taxes, and shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes.

It is also understood and agreed that SUNNYLANE will guarantee the remittance of real property taxes and PILOT payments, notwithstanding any unit owner's failure to pay his or her real property taxes or PILOT payments. SUNNYLANE shall submit a fidelity bond to the Receiver of Taxes of the Town of Oyster Bay in order to assure collection and remittance of each unit owner's real property taxes and PILOT payments.

Dated: October 1, 1996

SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNERS CORP. I

  
THOMAS MASCIALE, President



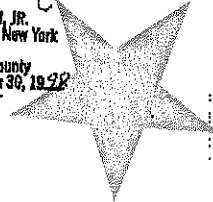
ACKNOWLEDGMENT

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

On the 1st day of October, 1996, before me personally came THOMAS MASCIALE, to me known, who, being by me duly sworn, did depose and say that he resides at 99 Holland's Lane, East Islip, New York; that he is President of SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORP. I, the mutual redevelopment company described in and which executed the foregoing instrument.

  
Notary Public

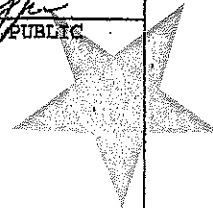
VINCENT J. PIZZULLI, JR.  
NOTARY PUBLIC, State of New York  
No. 4812215  
Qualified in Suffolk County  
Commission Expires March 30, 1998  
*Sept*



COUNTY OF NASSAU )

DOAN GRIFIN  
Notary Public, State of New York  
No. 30-4861855  
Qualified in Nassau County  
Commission Expires June 30, 1997

NOTARY PUBLIC



SCHEDULE A

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

: BEGINNING at a point on the northerly line of Central Avenue at the intersection of the northerly line of Central Avenue and the Westerly line of Property of Grumman Aerospace Corporation, which point is 814.05 feet West when measured along the northerly line of Central Avenue from the Westerly end of the straight course connecting the Northerly line of Central Avenue and the Westerly line of Sheridan Avenue, and

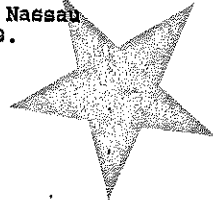
: From said point of beginning running north 19 degrees 15 minutes 00 seconds East along the said Westerly line of the property of Grumman Aerospace Corporation 449.50 feet;

THENCE running South 68 degrees 21 minutes 14 seconds East 572.98 feet;

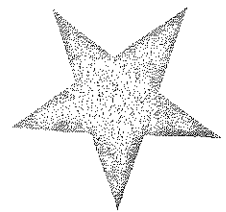
THENCE South 12 degrees 2 minutes 10 seconds West 453.58 feet to the Northerly line of Central Avenue;

THENCE the following two courses and distances along the northerly line of Central Avenue: (1) North 68 degrees 21 minutes 14 seconds West 562.98 feet (2) on the arc of a circle having a radius of 1040 feet bearing to the left, 67.09 feet to the point or place of BEGINNING;

The above described parcel (6.1762 Acres) appears on the Nassau County Land and Tax Map as Section 46, Block 323, Lot 229.



# EXHIBIT "D"



TAX EXEMPTION AGREEMENT

THIS AGREEMENT made this       day of October, 1996, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called "County"), having its principal office at the County Executive Building, Mineola, New York, and SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORP. II, a mutual redevelopment company organized pursuant to Article V of the Private Housing Finance Law of the State of New York, as amended (hereinafter called "Company"), having its principal office at 400 Central Avenue, Bethpage, New York.

W I T N E S S E T H

WHEREAS, the Town of Oyster Bay (hereinafter called "Town") is desirous of causing the provision of additional low or moderate income housing for the elderly in the Town; and

WHEREAS, the Company will acquire or has acquired title to certain property on the north side of Central Avenue, in Bethpage, in the Town (said property being hereinafter called "Property", and being more fully described in schedule A attached hereto and made a part hereof) and will be or is engaged in a residential project thereon known as the Sunnylane of Bethpage Golden Age Senior Housing Cooperative, Phase II, or Sunnylane of Bethpage, Phase II (hereinafter called "Housing Project"); and

WHEREAS, in order for the Housing Project to be feasible, the Company has applied to the Nassau County Legislature for an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100) percent of the value of the Property (including improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, pursuant to Section 125 of Article V of the Private Housing Finance Law of the State of New York, as amended, upon the terms and conditions provided herein; and

WHEREAS, the County acts on behalf of itself, the Town, Special Districts and the School District in assessing real

property for the purpose of taxation within the meaning of and in accordance with Section 125.1(a) of Article V of the Private Housing Finance Law of the State of New York, as amended.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. The County hereby grants to the Company or any successor or transferee redevelopment company an exemption from all County, Town, Special District and School District taxes, other than assessments for local improvements, of one hundred (100%) percent of the value of the Property (including the improvements thereon) included in the Housing Project which represents an increase over the assessed valuation of the Property, both land and improvements, acquired for the Housing Project at the time of its acquisition by the Company, such tax exemption to operate for a period of twenty-five (25) years, commencing from the date on which the benefits of such exemption first became available and effective (i.e., the next taxable status date as established by Section 8-2.1 of the Nassau County Administrative Code - January 1, 1997).

2. So long as the exemption provided for hereunder shall continue in force and effect, the Company shall pay to the Comptroller of the Town, for the benefit of the County, the Town, Special Districts and the School District, taxes for the Property, the amount of which shall be determined and fixed solely on the basis of the County assessed valuation of the Property, both land and improvements, at the time of its acquisition by the Company.

3. It is understood and agreed that the tentative assessed valuation of the Property, both land and improvements, is \$75,120.00. Therefore, any increase in the assessed valuation of the Property, both land and improvements, over \$75,120.00 shall be exempt from County, Town, Special District and School District taxes for a period of twenty-five (25) years, commencing January 1, 1997, and the Company shall pay taxes as provided in Section 2 hereof solely on the basis of the

\$75,120.00 assessment during such twenty-five (25) year period, provided that the Company acquires title to the Property on or before December 31, 1986.

4. Based upon a tentative assessed valuation of \$75,120.00 / It is estimated that the Company's real property taxes will be \$39,837.64 / per year (Note: the 1997 tax rates have not yet been established, but the Company and the County agree to enter into an amended agreement when the actual figures become available). Since the Housing Project consists of 164 units, the Company will collect the estimated sum of \$242.91 from each unit owner, and remit the estimated aggregate amount of \$39,837.64 (164 x \$242.91) to the Receiver of Taxes of the Town of Oyster Bay.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement all as of the date hereinabove set forth.

COUNTY OF NASSAU

for Thomas S. Gulletta  
County Executive

SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNERS CORP., II

President

APPROVED:

DEPARTMENT OF ASSESSMENT

BY:

COMPTROLLER

BY:

FORM APPROVED:

Deputy County Attorney

\*5. Furthermore, so long as the assessed valuation of the PROPERTY remains at \$75,120.00, the COMPANY and/or its successors and assigns, shall not protest, challenge or file a tax certiorari petition with respect to said assessed valuation. Neither the COMPANY on behalf of nor those to whom the apartments are sold shall file for Senior Citizen Exemptions or Veteran Exemptions for the duration of this Private Housing Finance exemption.



PILOT TO TAX EXEMPTION AGREEMENT

It is understood and agreed that SUNNYLANE's failure to make payments pursuant to the Payment in Lieu of Taxes ("PILOT") Agreement to be entered into by and between SUNNYLANE and the Town of Oyster Bay, when said payments shall be due and payable, shall be treated for all purposes as a failure to make payment of real property taxes, and shall be governed by the same provisions of law as shall apply to any owner or owners of real property who fail to timely make payments of real property taxes.

It is also understood and agreed that SUNNYLANE will guarantee the remittance of real property taxes and PILOT payments, notwithstanding any unit owner's failure to pay his or her real property taxes or PILOT payments. SUNNYLANE shall submit a fidelity bond to the Receiver of Taxes of the Town of Oyster Bay in order to assure collection and remittance of each unit owner's real property taxes and PILOT payments.

Dated: October 1, 1996

SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNERS CORP. II

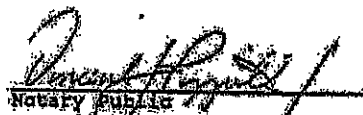
  
THOMAS MASCIALE, President



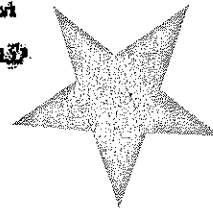
ACKNOWLEDGMENT

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

On the 1st day of October, 1986, before me personally came THOMAS NASCIZAL, to me known, who, being by me duly sworn, did depose and say that he resides at 99 Holland's Lane, East Islip, New York; that he is President of SUNNYLAND OF BETHPAGE REDEVELOPMENT COMPANY OWNERS CORP. II, the mutual redevelopment company described in and which executed the foregoing instrument.

  
Notary Public

VINCENT J. PIZZILLI  
NOTARY PUBLIC, State of New York  
No. 412215  
Qualified to Suffer Oath  
Commission Expires March 31, 1987



STATE OF NEW YORK  
COUNTY OF NASSAU } ss.:

On this 20 day of November, 1964, before me personally appeared ROBERT L. OLSEN, SR., Deputy County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau; that he resides at 4 Westbrook Lane, Roosevelt, New York 11575; that he executed the same as such Deputy County Executive pursuant to Section 205 of the County Government Law of Nassau County for the purposes therein mentioned.

JOHN DUFFIN  
Notary Public, State of New York  
No. 20-1001000  
Qualified in Nassau County  
Commission Expires June 30, 19

*John Duffin*  
NOTARY PUBLIC

97

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in Bethpage in the Town of Oyster Bay, County of Nassau and State of New York, particularly bounded and described as follows:

BEGINNING at a point in the Westerly line of property of Grumman Aerospace Corporation, which point is the following two courses and distances from the Westerly end of the straight course connecting the Northerly side of Central Avenue and the Westerly side of Sheridan Avenue:

(1) Westerly along the Northerly side of Central Avenue 827.08 feet to the Westerly line of property of Grumman Aerospace Corporation;

(2) Thence North 07 degrees 01 minutes 54 seconds East 449.77 feet along said Westerly line; and

From said true point of beginning running north 07 degrees 01 minutes 54 seconds East, and part of the distance along the said Westerly line of the property of Grumman Aerospace Corporation 666.55 feet;

THENCE running South 49 degrees 43 minutes 41 seconds East 522.00 feet;

THENCE South 49 degrees 43 minutes 41 seconds East 9 feet;

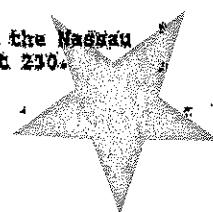
THENCE along the arc of a circle bearing to the right having a radius of 240 feet, a length of 19.65 feet;

and CONTINUING along the arc of a circle bearing to the right having a radius of 240 feet, a length of 207.84 feet;

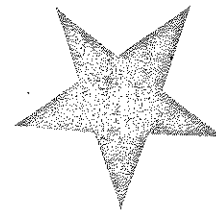
THENCE South 00 degrees 10 minutes 56 seconds East 235.66 feet;

THENCE South 00 degrees 04 minutes 20 seconds East 571.23 feet to the point or place of BEGINNING.

The above-described parcel (6.2584 acres) appears on the Nassau County Land and Tax Map as Section 46, Block 323, Lot 230.



# EXHIBIT "E"



State of New York }  
Department of State } ss:

*I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.*

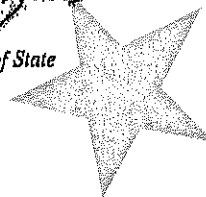
*Witness my hand and seal of the Department of State on*

**April 2, 2003**



*BLAD*

Secretary of State



CERTIFICATE OF CONSOLIDATION

F 080328000116

of SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. I and  
SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. II,  
under section 904 of the Business Corporation Law.

We, the undersigned, being the President and Secretary of  
SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. I and  
SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. II, being  
duly authorized to act for the officers of SUNNYLANE OF BETHPAGE  
REDEVELOPMENT COMPANY OWNER'S CORP. I and SUNNYLANE OF BETHPAGE  
REDEVELOPMENT COMPANY OWNER'S CORP. II, hereby certify:

1. The Agreement of Consolidation was adopted by the Board of  
Directors of each constituent corporation.

2. The constituent corporations are:

(a) SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S  
CORP. I, incorporated under Article V of the Private Housing  
Finance Law and Section 402 of the Business Corporation Law, and  
whose Certificate of Incorporation was filed January 18, 1996.

(b) SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S  
CORP. II, incorporated under Article V of the Private Housing  
Finance Law and Section 402 of the Business Corporation Law, and  
whose Certificate of Incorporation was filed August 28, 1996.

3. The name of the consolidated corporation is SUNNYLANE OF  
BETHPAGE REDEVELOPMENT COMPANY OWNERS CORP., which is hereinafter  
in this Certificate referred to as the "Company". The Company is  
a redevelopment company as incorporated under Section 103 of the  
Private Housing Finance Law, (Article V of said Private Housing

Finance Law is hereinafter referred to as the "Act"), and is formed by consolidation pursuant to Section 904 of the Business Corporation Law.

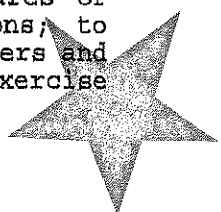
4. The purposes for which the Company is formed are to:

(a) Acquire one or more areas under a plan or plans, and construct, own maintain, operate, sell and convey projects pursuant to the terms and provisions of the Act; and more particularly to acquire, construct, own, maintain, and operate a residential housing project known as Sunnyside of Bethpage (the "Project"), located in the Town of Oyster Bay (the "Town"), County of Nassau, State of New York, pursuant to the terms and provisions of the Act and subject to the supervision of the Comptroller of the Town (the "Supervising Agency"); and to provide residences for shareholders of the Company by leasing to them, under proprietary leases, apartments in the buildings owned by the Company, and each of its shareholders shall be entitled solely by reason of his/her ownership of shares in the Company to a proprietary lease entitling him/her to occupy for dwelling purposes an apartment in one of the buildings under said proprietary leases.

(b) Acquire by purchase, lease or otherwise real estate and rights or interests in real estate, together with the buildings and appurtenances thereto, and any and all personal property of whatsoever kind and nature located therein; to hold, operate, manage, sell, exchange, mortgage or otherwise encumber or dispose of, improve, rehabilitate, renovate, construct, alter, maintain, develop, repair and lease the same and the several parts and apartments in any building owned by the Company and in any replacements thereof or additions thereto;

(c) Do and perform every act required or permitted by law to be done or performed in the construction, erection, maintenance, operation, repair, rehabilitation and renovation of such buildings; to acquire, construct, maintain and operate all necessary or customary conveniences such as lighting, heating and refrigeration in connection with the operation of any and all of the aforesaid buildings; and manufacture or otherwise acquire and to sell, supply or otherwise furnish or dispose of other conveniences and services of every kind and description for tenants/shareholders of property owned or operated by the Company.

(d) Purchase, acquire, hold and dispose of shares or rights to subscribe thereto, bonds and other obligations; to possess and exercise in respect thereto all the rights, powers and privileges of individual holders or owners thereof, and to exercise any and all voting power thereon.





(e) Borrow or raise monies for any of the purposes of the Company in accordance with the provisions of the Act; issue bonds, debentures, notes or other obligations of any nature, or in any manner, for monies so borrowed and to secure the payment thereof and the interest thereon by mortgage upon or pledge or conveyance or assignment in trust of the whole or any part of the property of the Company, real or personal, provided the same be permitted by law.

(f) Do and transact all other lawful business incident to, necessary, and suitable or advisable for, or in any way connected with, said purposes for which the Company is formed including the purposes performed by the constituent corporations from their respective inceptions to the effective date of this consolidation.

(g) The foregoing clauses in this Article "4" hereto shall be construed as stating both purposes and powers, but nothing herein contained shall be deemed to limit or exclude any power, right or privilege given to the Company by law.

5. The classes and amount of constituent corporations' stock were as follows:

(a) SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. I had one class of common stock, of which 149,600 shares were authorized and 149,600 shares were issued and are outstanding.

(b) SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. II had one class of common stock, of which 180,400 shares were authorized and 180,400 shares were issued and are outstanding.

6. The capital of the Company shall consist of one class of common stock. There shall be no shares of preferred stock. The value of the capital shares of the Company shall be \$3,300.00.

7. There shall be 330,000 shares of common stock of the Company which shall have a par value of \$0.01 per share.

8. The principal business office of the Company shall be located in the Town of Oyster Bay, County of Nassau, State of New York.

*The office location of the Corporation is Nassau County*

9. The duration of the Company shall continue until <sup>7</sup> December 31, 2095.

10. The number of directors of the Company shall not be less than 9 nor more than 9. The directors must be shareholders.

The following persons shall be the initial directors of the Company:

Bernard Kelly	166 Sunshine Road, Bethpage, NY 11714
Joseph Blum	27 Sunny Lane, Bethpage, NY 11714
Rita Keleda	297 Sundown Drive, Bethpage, NY 11714
Fay Trayst	17 Sunbeam Avenue, Bethpage, NY 11714
Joe Spoto (Director)	66 Sunrise Way, Bethpage, NY 11714
Benita Resnick	81 Sunrise Way, Bethpage, NY 11714
Elaine Calazzo	49 Sunny Lane, Bethpage, NY 11714
Marilyn Chicoine	162 Sunshine Road, Bethpage, NY 11714
Margaret Matsco	182 Sunshine Road, Bethpage, NY 11714

11. So long as the Act shall remain applicable to any project of the Company, the real property of the Company shall not be sold, transferred or assigned except as permitted by the terms and provisions of the Act.

12. The Company has been organized to serve a public purpose, and it shall be and remain subject to the supervision and control of the Supervising Agency, except as provided in the Act, so long as the Act remains applicable to any project of the Company; and all real and personal property acquired by it and all structures erected by it shall be deemed to be acquired or created for the promotion of the purposes of the Act.

13. Upon the dissolution of the Company pursuant to the provisions of subdivision one of Section 123 of the Act, the property may be conveyed in fee as provided in said subdivision.

14. Any mortgage indebtedness, income debenture certificates and capital of the Company may be retired if, as and when there shall be funds available for amortization purposes in the treasury of the Company.

15. In the event of a violation by the Company of a provision of its Certificate or of law or any rules and regulations promulgated pursuant to the provisions of the Act, the Supervising Agency may, by written notice, as provided in the Act, advise the directors of the Company of its desire to remove any or all of the existing directors. In the event the Company fails to comply with the requirements of the Supervising Agency within thirty (30) days from the date of the mailing of such written notice, the Supervising Agency may, with the written approval of any mortgagee and without further notice to the Company or its directors, remove such directors or any of them from office and appoint such person or persons as the Supervising Agency, in its sole discretion, deems advisable, including officers or employees of the Supervising Agency, as new directors to serve in the places of those removed. Directors so appointed need not meet qualifications which may be prescribed by the Certificate or By-Laws or other rules and regulations of the Company. In the absence of fraud or bad faith, directors so appointed shall not be personally liable for debts, obligations or liabilities of the Company. Directors so appointed shall serve only for a period coexistent with the duration of such

violation of until the Supervising Agency is assured , in a manner satisfactory to it, against violations of a similar nature. Officers or employees of the Supervising Agency who are appointed as such directors shall serve in such capacity without compensation.

16. The Company designates the Secretary of State of the State of New York as agent of the Company upon whom process against it may be served. The post office address which the Secretary of State shall mail a copy of any process served against it is:

Fairfield Property Services, LP  
66 Commack Road  
Commack, New York 11725

17. The Company shall have no registered agent for service of process.

18. After providing for all expenses, taxes and assessments, there shall be paid annually out of the earnings of the Company, a ~~sum for interest on and~~ amortization of any mortgage indebtedness and depreciation charges if, when and to the extent deemed necessary by the Supervising Agency, plus interest not exceeding 6% on outstanding income debentures and a distribution to the shareholders not exceeding 6% of the total capital; and the obligation in respect of such payments shall be cumulative, and any deficiency in interest, amortization, depreciation and distribution in any year shall be paid either from any cash surplus derived from earnings remaining in the treasury of the Company in excess of the amount necessary to provide such cumulative annual sums or from the first available earnings in subsequent years; and any cash surplus

derived from earnings remaining in the treasury of the Company in excess of the amount necessary to provide such cumulative annual sums shall upon dissolution of the Company be paid into the general fund of the Town.

19. In the event income debenture certificates are issued by the Company, the owners thereof shall have the same right to vote as they would have if possessed of shares of equivalent par value of an amount equal to the amount of the income debenture certificates held by them. Interest shall be paid by the Company on said certificates only out of net earnings of the Company that would be applicable to payment of distributions if there were not income debentures.

20. All of the shares of the Company shall be common, shall be fully paid and non-assessable, and shall be issued only in connection with the execution and delivery to the subscriber by the Company of a proprietary lease of an apartment in a building owned by the Company.

21. No salary or other compensation shall be paid to any director or officer of the Company for services rendered as such director or officer.

22. Every shareholder shall be entitled to one vote for each share allocated to his/her apartment.

23. The form of proprietary lease and By-Laws of the Company may be amended only by an affirmative vote of the holders of at least two-thirds of the outstanding shares of the company. This provision may not be amended, added to or delegated except by an affirmative vote of the Board of Directors followed by the

affirmative vote of the holders of two-thirds of the outstanding shares of the Company.

24. The consolidation was authorized by a vote of the shareholders and members of each constituent corporation, at meetings held separately of each constituent corporation, by an affirmative vote of the holders of two-thirds of all outstanding shares.

IN WITNESS WHEREOF, this Certificate of Consolidation has been executed and subscribed this 10th day of February, 2003 by the President and Secretary of SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. I and SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. II, which Boards of Directors and officers have been duly authorized to act for the Boards of Directors and officers of SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. I and SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. II, and who affirm that the statements made herein are true under the penalties of perjury.

SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNER'S CORP. I,

By: Joseph M. Blum President

STATE OF NEW YORK )

SS.:

COUNTY OF SUFFOLK )

On the 10 day of February, in the year 2003, before me, the undersigned, personally appeared Joseph M. Blum 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, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

John Williams  
Notary Public

JOHN WILLIAMS  
NOTARY PUBLIC, State of New York  
No. 4038885  
Term Expires April 11, 2006

By: Josephine Santiago

Secretary

STATE OF NEW YORK )

SS.:

COUNTY OF SUFFOLK )

On the 10 day of February, in the year 2003, before me, the undersigned, personally appeared Josephine Santiago, 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, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Josephine Santiago  
Notary Public

JO ANNE WOHLARS  
NOTARY PUBLIC, State of New York  
No. 4926325  
Term Expires April 11, 2004

SUNNYLANE OF BETHPAGE REDEVELOPMENT  
COMPANY OWNER'S CORP. II

By: Bernard Kelly

President

STATE OF NEW YORK )

SS.:

COUNTY OF SUFFOLK )

On the 10 day of February, in the year 2003, before me, the undersigned, personally appeared Bernard Kelly, 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, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Josephine Santiago  
Notary Public

JO ANNE WOHLARS  
NOTARY PUBLIC, State of New York  
No. 4926325  
Term Expires April 11, 2004

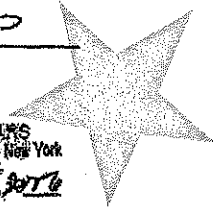
By: Grace De Domenico, Secretary

STATE OF NEW YORK )  
SS.:  
COUNTY OF SUFFOLK )

On the 14 day of February, in the year 2003, before me, the undersigned, personally appeared Grace De Domenico, 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, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

John W. Wolsky  
Notary Public

JOHN W. WOLSKY  
NOTARY PUBLIC, State of New York  
No. 4824036  
Term Expires April 11, 2006





F 030328000116

<p>CERTIFICATE OF CONSOLIDATION OF</p> <p>SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. I</p> <p>-and-</p> <p>SUNNYLANE OF BETHPAGE REDEVELOPMENT COMPANY OWNER'S CORP. II</p>
<p>Dated: February 10, 2003</p>
<p>COHEN &amp; WARREN, P.C. 80 MAPLE AVENUE SMITHTOWN, N. Y. 11787</p> <p>POST OFFICE BOX 788 (631) 265-0010</p>

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED MAR 28 2003

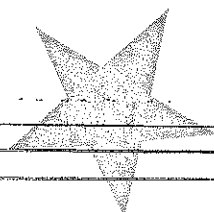
TAXS  
BY: *dhc*

*Nassau*

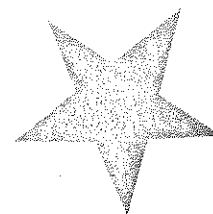
*dhc/67*

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# EXHIBIT "F"





Office of the Comptroller  
Town of Oyster Bay

Thomas D. Galasso  
Comptroller

Town Hall  
Oyster Bay, New York 11771-1682  
(516) 624-6440  
Fax No. (516) 624-6480

James P. Murphy, Jr.  
Deputy Comptroller  
Leonard G. Kunzlg  
Deputy Comptroller

March 21, 2003

Secretary of State  
41 State Street  
Albany, New York 12236

**RE:** Sunnyside of Bethpage Redevelopment Company Owners Corp. I &  
Sunnyside of Bethpage Redevelopment Company Owners Corp. II

Gentlemen:

Please be advised that the Office of the Comptroller of the Town of Oyster Bay consents to the consolidation of Sunnyside of Bethpage Redevelopment Company Owners Corp. I, and Sunnyside of Bethpage Redevelopment Company Owners Corp. II, as reflected in the Plan of Consolidation executed by representatives on February 10, 2003.

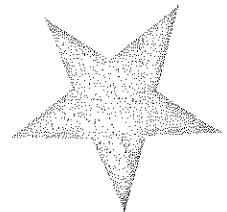
Very truly yours,

  
THOMAS D. GALASSO  
COMPTROLLER

TDG:mr

cc: S-2 File  
Reading File

# EXHIBIT "G"





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9-21-23

Vendor: Sunnylane @ Bethpage

Signed: Dennis Reardon

Print Name: Dennis Reardon

Title: President

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

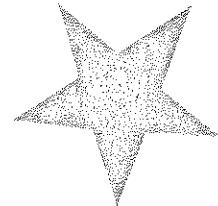
1. Principal Name Dennis Pearson  
Date of birth 10 / 17 / 46  
Home address 248 Sunset Ct.  
City/state/zip Bethpage NY 11714  
Business address c/o Fairfield Properties 538 Broad Hollow Rd.  
City/state/zip Melville NY 11747  
Telephone 516-934-0889  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 12 / 15 / 18 Treasurer 1 / 15 / 23  
Chairman of Board \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Shareholder \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chief Exec. Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Secretary 12 / 15 / 17  
Chief Financial Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Partner \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Vice President 12 / 15 / 18 \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.





### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."  
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 9-21-23

- 1) Proposer's Legal Name: Sunnylane of Bethpage Redevelopment Company  
2) Address of Place of Business: c/o Fairbairn Properties 538 Broad Hollow Rd  
Melville NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): Same

Phone: (631) 499-6660 + 231

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 05-0569174

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business? ☒ Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."  
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 9-21-23

1) Proposer's Legal Name: Sunnylane of Bethpage Redevelopment Company  
2) Address of Place of Business: c/o Fairfield Properties 538 Broad Hollow Rd  
Melville NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): Same

Phone: (631) 499-6660 + 231

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 05-0569774

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

**CERTIFICATION**

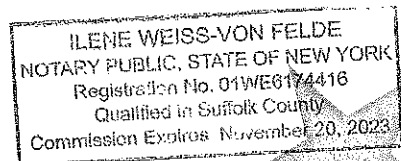
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dennis Reardon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 21<sup>st</sup> day of Sept 2023

Ilene Weiss-Von Felde

Notary Public



Sunnylane of Bethpage

Name of submitting business

Dennis Reardon

Print name

X Dennis Reardon

Signature

President

Title

9 / 21 / 23

Date

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

None

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company None

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

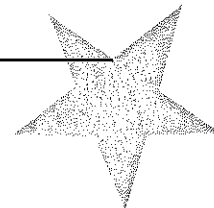
City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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Company \_\_\_\_\_

Contact Person \_\_\_\_\_

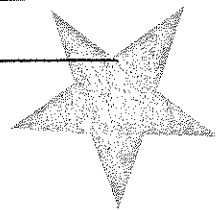
Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sunnylane of Bethpage

Address: 40 Fairfield Park Drive 538 Broad Hollow Rd.

City, State and Zip Code: Newile NY 11747

2. Entity's Vendor Identification Number: None

3. Type of Business:       Public Corp       Partnership       Joint Venture

       Ltd. Liability Co        Closely Held Corp          f   Other (specify) Coop

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Attached Billed List

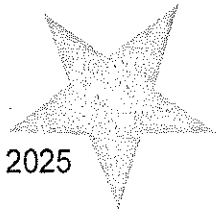
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Please see attached Rent Roll for Co-op Shareholders



SUNNYLANE @ BETHPAGE REDEVELOPMENT CORP.  
Bethpage, NY, 11714  
BOARD LIST

Dennis Reardon 248 Sunset Ct. (516) 934-0889 dmreardon@icloud.com	President	2024
Tom Ryan 270 Sundown Rd. (516) 644-5263 (516) 978-0959 cell Tryan60@msn.com	Director	2023
Virginia Reilly 44 Sunnyslane (516) 586-3705 (516) 319-0495 cell ginny721@optonline.net	Director	2025
Phyllis Guglielmo 227 Sunset Court (516) 822-9284	Director	2023
Cecelia Weichering 170 Sunshine Rd. (516) 731-3479 E-Mail cwiech1964@optimum.net	Secretary	2024
Pat Genovese 88 Sunrise Way (516) 935-4342 goldie2345@me.com	Director	2023
Louis Sarro 172 Sunshine Road (516) 938-4286	Director	2025
Yvonne Puente 173 Sunshine Road (516) 933-6998 Luv2dance50@gmail.com	Treasurer	2024
Marilyn Burleson 75 Sunrise Way 516-342-9551 7xnanab1175@optonline.net 9/21/2023	Vice President	2025



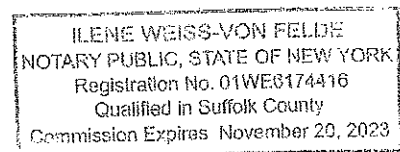
## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dennis Reardon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 21<sup>st</sup> day of September 2023

Ilene Weiss - Am...  
Notary Public



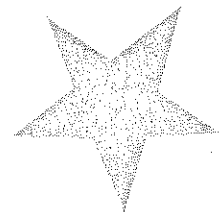
Name of submitting business: Sunnylane of Bethpage

By: Dennis Reardon

Print name  
X Dennis Reardon  
Signature

President  
Title

9, -21, 23  
Date



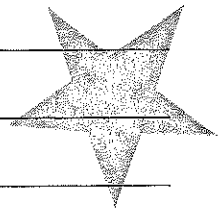
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

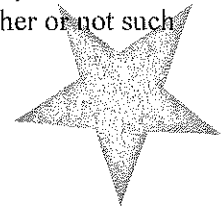
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 9-21-23

Signed: *Dennis Reardon*

Print Name: Dennis Reardon

Title: President

## REDEVELOPMENT COMPANIES

§ 125

Art. 5

### § 125. Tax exemptions

1. (a) The local legislative body of any municipality in which a project of such company is or is to be located may by contract agree with any redevelopment company to exempt from local and municipal taxes, other than assessments for local improvements, all or part of the value of the property included in such project which represents an increase over the assessed valuation of the real property, both land and improvements, acquired for the project at the time of its acquisition by the redevelopment company which originally undertook the project and for such definite period of years as such contract may provide, except that where the real property in a project was acquired for purposes of rehabilitation, the local legislative body either may utilize the foregoing formula or may agree to exempt from such taxes all or part of the value of the property included in such project on condition that the amount of such taxes to be paid shall not be less than ten per centum of the annual shelter rent or carrying charges of such rehabilitation project. The tax exemption shall not operate for a period of more than twenty-five years, commencing in each instance from the date on which the benefits of such exemption first become available and effective; provided, however, that with respect to a project either acquired by a mutual redevelopment company pursuant to section one hundred twenty-six or owned and continuing to be owned by a mutual redevelopment company which would require substantial increases in carrying charges after the period of tax exemption is ended unless relief is provided, the local legislative body may contract with such mutual redevelopment company to extend such tax exemption for not more than twenty-five additional years at a rate of tax exemption not to exceed an average of fifty per centum during such additional period, provided that the tax exemption during the first two years of such additional period shall continue at the rate of the tax exemption of such project immediately preceding the termination of the initial twenty-five year period and that the tax exemption thereafter shall be decreased in equal biennial decrements, the first of which shall occur immediately following such two year period, and provided that such contract shall contain provisions as to income limitations relating to admission and continued occupancy of the project and provisions as to rental surcharges to the same effect as are contained in subdivisions two, three, four and five of section thirty-one, except that in the case of projects owned and continuing to be owned by mutual redevelopment companies, persons or families whose probable aggregate annual income does not exceed the median income for families of the same size in the same metropolitan area shall also be eligible for admission to the project on the understanding that any person or

family becoming eligible by reason hereof whose probable aggregate annual income at the time of admission or during the period of occupancy exceeds, the greater of (i) the median income for such persons or families for the metropolitan statistical area in which the project is located, or if a project is located outside a metropolitan statistical area, the median income for such persons or families for the county in which the project is located, as most recently determined by the United States department of housing and urban development, in which case any person or family becoming eligible for admission pursuant to this subparagraph shall pay, from the time of admission, a rental surcharge as provided for in subdivision three of section thirty-one of this chapter, computed on the basis of the income limitations applicable to such persons or families in the absence of this subparagraph, or (ii) six times the rental shall be liable for payment of rental surcharges hereunder computed on the basis of such ratio, except that in the case of families with three or more dependents such ratio shall be seven to one; and provided further that with respect to a project which is or is to be permanently financed by a federally-aided mortgage, the tax exemption shall operate for so long as such mortgage is outstanding, but in no event for a period of more than forty years, commencing in each instance from the date on which the benefits of such exemption first become available and effective; and provided further that with respect to a project which is or is to be permanently financed by a loan from the New York city housing development corporation, the tax exemption shall operate for so long as such loan is outstanding.

(a-1) Where the redevelopment contract between a mutual redevelopment company and the local legislative body under which the initial tax exemption was granted contains provisions different from those in subdivisions two, three, four and five of section thirty-one of this chapter, then a contract to extend the tax exemption for an additional period under paragraph (a) of this subdivision may provide that those provisions of the redevelopment contract shall continue to apply (with such modifications as the supervising agency of such mutual redevelopment company shall approve) during the additional period as if such additional period were the initial period of tax exemption for such mutual redevelopment company, notwithstanding the provisions of paragraph (a) of this subdivision to the contrary.

(a-2) Any inconsistent provision of law notwithstanding, in a city having a population of one million or more, where a local legislative body has acted to extend the tax exemption of a mutual redevelopment company for an additional twenty-five years after the initial tax exemption period has expired, the local legislative body may author-



**REDEVELOPMENT COMPANIES****Art. 5**

ize tax exemption during the final eleven years of such additional twenty-five year exemption period under this subdivision, provided that the amount of taxes to be paid by the mutual redevelopment company during the final eleven years of such additional twenty-five year exemption period shall not be less than an amount equal to the greater of (i) ten per centum of the annual rent or carrying charges of the project minus utilities for the residential portion of the project, or (ii) the taxes payable by such company for the residential portion of the project in the fourteenth year of such additional twenty-five year exemption period, and may further extend the period of such additional twenty-five year exemption for up to a total period of thirty-five years from the date of expiration of the initial tax exemption, provided that the amount of taxes to be paid by the mutual redevelopment company during any such extension beyond such additional twenty-five year exemption period shall not be less than an amount equal to the greater of (i) ten per centum of the annual rent or carrying charges of the project minus utilities for the residential portion of the project, or (ii) the taxes payable by such company for the residential portion of the project in the fourteenth year of such additional twenty-five year exemption period.

(a-3) Any inconsistent provision of law notwithstanding, the local legislative body of any municipality may grant an additional tax exemption period for any project, other than a project by a mutual redevelopment company, that received a tax exemption under paragraph (a) of this subdivision, upon the expiration of the tax exemption period. The additional tax exemption period may be for a term of forty years, or until such time as the project is no longer operated under the restrictions and for the purposes set forth in this article, whichever is sooner. Unless otherwise approved by the local legislative body, the amount of taxes paid by the redevelopment company during such additional tax exemption period shall not be less than (i) the taxes payable by such company in accordance with the resolution for such redevelopment company that was approved by the local legislative body and that was in effect immediately prior to the expiration of the initial tax exemption period, or (ii) if there is no such resolution, the taxes payable by such company in accordance with the exemption authorized pursuant to this article immediately prior to the expiration of the initial tax exemption period.

(a-4) Any inconsistent provision of law notwithstanding, in a city having a population of one million or more, where a local legislative body has acted to extend the tax exemption of a mutual redevelopment company for the maximum period provided for in paragraph (a-2) of this subdivision, the local legislative body may grant an additional tax exemption for a period of up to fifty years, provided



that the amount of taxes to be paid during any such period of tax exemption shall be not less than an amount equal to the greater of (i) ten per centum of the annual rent or carrying charges of the project minus utilities for the residential portion of the project, or (ii) the taxes payable by such company for the residential portion of the project during the tax year commencing July first, two thousand and ending on June thirtieth, two thousand one. Such grant of an additional tax exemption period shall take effect upon the expiration of the maximum period provided for in paragraph (a-2) of this subdivision.

(b) A redevelopment company which has been granted and has received tax exemption pursuant to this section may at any time elect to pay to the municipality or other appropriate taxing jurisdiction the total of all accrued taxes for which exemption was granted and received, together with interest at the rate of five per centum per annum. Upon such payment the tax exemption of the project shall thereupon cease and terminate.

(c) Where a municipality acts on behalf of another taxing jurisdiction in assessing real property for the purpose of taxation, or in levying taxes therefor, the said agreement by the local legislative body of such municipality shall have the effect of exempting the real property in a project from local and municipal taxes, other than assessments for local improvements, levied by or in behalf of both such taxing jurisdictions.

(d) As used in this subdivision the term "taxing jurisdiction" means any municipal corporation or district corporation, including any school district or any special district, having the power to levy or collect taxes and benefit assessments upon real property, or in whose behalf such taxes or benefit assessments may be levied or collected.

2. Any inconsistent provision of law notwithstanding, mortgages of any such company issued to the federal government or any instrumentality thereof, or to any municipal housing authority or other public housing agency or instrumentality thereof whose obligations are determined to be exempt from federal taxation by the federal government, or issued to a financial institution and insured or guaranteed by the federal housing administrator or any other instrumentality of the federal government shall be exempt from the mortgage recording taxes imposed by article eleven of the tax law.

(L.1961, c. 803. Amended L.1965, c. 900, § 1; L.1968, c. 516, § 16; L.1968, c. 717, § 2; L.1969, c. 1121, § 2; L.1972, c. 641, § 2; L.1973, c. 471, § 1; L.1973, c. 1017, § 1; L.1978, c. 222, § 1; L.1978, c. 314, § 3; L.1987, c.

140, § 1; L. 1993, c. 566, § 3; L. 2001, c. 118, pt. BE, § 1, eff. Aug. 3, 2001; L. 2012, c. 415, § 1, eff. Aug. 17, 2012; L. 2013, c. 478, § 1, eff. Nov. 13, 2013; L. 2014, c. 531, § 1, eff. Dec. 17, 2014.)

### Historical and Statutory Notes

L. 2014, c. 531 legislation  
Subd. 1, par. (a-4), L. 2014, c. 531, § 1, added par. (a-4).  
L. 2013, c. 478 legislation  
Subd. 1, par. (a-3), L. 2013, c. 478, § 1, rewrote par. (a-3), which had read:

"(a-3) Any inconsistent provision of law notwithstanding, the local legislative body of any municipality may grant an additional tax exemption period for any project, other than a project by a mutual redevelopment company, that received a tax exemption upon the expiration of the subdivision, upon the expiration of the tax exemption period. The additional tax exemption period may be for a term of fifty years, or until such time as the project is no longer operated under the restrictions and for the purposes set forth in this article, whichever is sooner. Unless otherwise approved by the local legislative body, the amount of taxes paid by the redevelopment company during such additional tax exemption period shall not be less than an amount equal to the greater of (i) ten percent of the annual rent or carrying charges of the project, minus

Subd. 1, par. (a-2), L. 2001, c. 118, pt. BE, § 1, added par. (a-2).

### L. 2001, c. 118 legislation

Subd. 1, par. (a), L. 1993, c. 566, § 3, eff. July 28, 1993, designated portion of existing text as cl. (ii), added cl. (i) and made income criteria for eligibility requirements for low income housing dependent on the greater of clauses (i) and (ii).

### Derivation

McKinney's Unconsol. Laws § 3426, added L. 1942, c. 845, § 26; amended L. 1943, c. 234, § 1, and repealed by § 605 of this chapter.

### Cross References

Additional exemption or abatement of taxes for housing companies in cities of 1 million or more, see RPTL § 467-c.  
Tax exemption in sale or lease of projects, see Private Housing Finance Law § 556.  
Tax exemptions of—  
Housing finance agency, see Private Housing Finance Law §§ 53, 54.  
Limited dividend housing companies, see Private Housing Finance Law § 93.  
Limited profit housing companies, see Private Housing Finance Law § 33.  
Redevelopment corporations, see Private Housing Finance Law § 211.

### Rules of the City of New York

Eligibility for tax exemption or abatement, see 28 RCNY § 5-03.  
Income limitation, surcharges, see 28 RCNY § 4-05.

### Law Review and Journal Commentaries

Home ownership for the poor. The Rockefeller program. 54 Cornell L. Rev. 849 (1969).

Meeting of October 17, 2023

Resolution No.763-2023

WHEREAS, the Town of Oyster Bay, by agreement dated March 30, 1971, granted permission to the Town of Oyster Bay Housing Authority to use a twenty (20) foot strip of Town owned land which abuts the Town of Oyster Bay Housing Authority Project No. 4; and

WHEREAS, the term of said lease was from March 15, 1971 through March 14, 1981, and was subsequently renewed through March 14, 2021 by various Town Board Resolutions; and

WHEREAS, the Town of Oyster Bay Housing Authority, by letter dated September 28, 2023, requests and recommends the renewal and extension of the lease for a period of ten (10) years, from October 1, 2023 through and including September 30, 2033, nunc pro tunc; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 11, 2023, requested and recommended the renewal and extension of the lease with the Town of Oyster Bay Housing Authority, for a period of ten (10) years, from October 1, 2023 through and including September 30, 2033, nunc pro tunc; and

WHEREAS, the Town of Oyster Bay does not, at this time, or for the foreseeable future require or intend to use said property for Town purposes; and

WHEREAS, the property to be leased is a parcel of land situate, lying and being at the Hamlet of Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point in the northerly side of Glen Cove-Oyster Bay Road, 470.07 feet easterly of the corner formed by the intersection of the northerly line of Glen Cove-Oyster Bay Road and the easterly line of Glen Cove-Oyster Bay Road, and the easterly line of Lake Avenue (Chancellor's Lane), running thence:

North 25° 40' 42" E, 306.39 feet; running thence  
North 64° 19' 18" W, 260.38 feet; running thence  
North 25° 40' 42" E, 20.00 feet; running thence  
South 64° 19' 18" E, 280.38 feet; running thence  
South 25° 40' 42" W, 330.52 feet; running thence  
North 52° 40' 00" W, 20.42 feet to a point and  
place of BEGINNING,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the renewal of said lease, dated March 30, 1971, as amended, for an additional period of ten (10) years, from October 1, 2023 through and including September 30, 2033, nunc pro tunc, upon the same terms and conditions as set forth in the original lease; and be it further

Reviewed By  
Office of Town Attorney

RESOLVED, That the Town Board hereby authorizes the Supervisor to execute a renewal of said lease in a form as approved by the Town Attorney, and to execute such other documents as may be required to effectuate the intention of this Resolution; and be it further

RESOLVED, That this Resolution is subject to a permissive referendum.

~~##~~

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

763

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : OFFICE OF THE TOWN ATTORNEY  
**DATE** : October 11, 2023  
**SUBJECT** : Renewal of Lease Between the Town of Oyster Bay  
and the Town of Oyster Bay Housing Authority  
(20 foot strip of land)

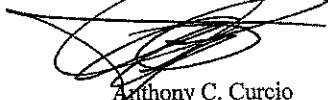
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The Town of Oyster Bay Housing Authority, by letter dated September 28, 2023, has requested the renewal and extension of a lease with the Town of Oyster Bay, for a twenty (20) foot strip of land that abuts their property at Glen Cove Road. The requested extension is for a ten (10) year term, from October 1, 2023 through and including September 30, 2033.

It is hereby requested and recommended that the Supervisor be authorized to execute the attached Agreement, nunc pro tunc, with the Town of Oyster Bay Housing Authority.

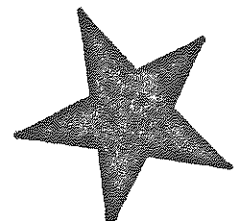
Kindly suspend the rules and place this matter on the October 17, 2023 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Anthony C. Curcio  
Deputy Town Attorney

ACC:acc  
Attachment



Reviewed By  
Office of Town Attorney

WHEREAS, the Town of Oyster Bay, by agreement dated March 30, 1971, granted permission to the Town of Oyster Bay Housing Authority to use a twenty (20) foot strip of Town owned land which abuts the Town of Oyster Bay Housing Authority Project No. 4; and

WHEREAS, the term of said lease was from March 15, 1971 through March 14, 1981, and was subsequently renewed through March 14, 2021 by various Town Board Resolutions; and

WHEREAS, the Town of Oyster Bay Housing Authority, by letter dated September 28, 2023, requests and recommends the renewal and extension of the lease for a period of ten (10) years, from October 1, 2023 through and including September 30, 2033, nunc pro tunc; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 11, 2023, requested and recommended the renewal and extension of the lease with the Town of Oyster Bay Housing Authority, for a period of ten (10) years, from October 1, 2023 through and including September 30, 2033, nunc pro tunc; and

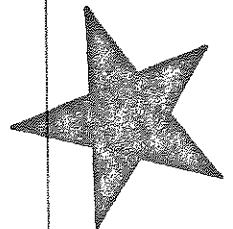
WHEREAS, the Town of Oyster Bay does not, at this time, or for the foreseeable future require or intend to use said property for Town purposes; and

WHEREAS, the property to be leased is a parcel of land situate, lying and being at the Hamlet of Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point in the northerly side of Glen Cove-Oyster Bay Road, 470.07 feet easterly of the corner formed by the intersection of the northerly line of Glen Cove-Oyster Bay Road and the easterly line of Glen Cove-Oyster Bay Road, and the easterly line of Lake Avenue (Chancellor's Lane), running thence:

North 25° 40' 42" E, 306.39 feet; running thence  
North 64° 19' 18" W, 260.38 feet; running thence  
North 25° 40' 42" E, 20.00 feet; running thence  
South 64° 19' 18" E, 280.38 feet; running thence  
South 25° 40' 42" W, 330.52 feet; running thence  
North 52° 40' 00" W, 20.42 feet to a point and  
place of BEGINNING,

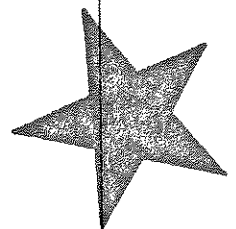
NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the renewal of said lease, dated March 30, 1971, as amended, for an additional period of ten (10) years, from October 1, 2023 through and including September 30, 2033, nunc pro tunc, upon the same terms and conditions as set forth in the original lease; and be it further



RESOLVED, That the Town Board hereby authorizes the Supervisor to execute a renewal of said lease in a form as approved by the Town Attorney, and to execute such other documents as may be required to effectuate the intention of this Resolution; and be it further

RESOLVED, That this Resolution is subject to a permissive referendum.

-#-





**TOWN OF OYSTER BAY HOUSING AUTHORITY**

115 Central Park Road  
Plainview, N. Y. 11803

**CHAIRMAN**

James McCaffrey

**VICE-CHAIRMAN**

Frank DeStefano

**SECRETARY**

Joan Flaumenbaum

**MEMBERS**

Peter Morra

Rev. Dr. Walter V. Hillebrand

**COUNSEL**

Gregory W. Carman, Jr.

(516) 349-1000  
Jesse H. Harmon, Shepherd Hill Apartments  
Dedicated 5/1/82

James E. Picken  
Executive Director

September 28, 2023

Mr. Anthony Curcio  
Deputy Town Attorney  
Office of the Town Attorney  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, NY 11771

RE: Lease of Land Adjacent to Housing Authority  
Property at 50 Glen Cove Road – Oyster Bay Road

Dear Curcio:

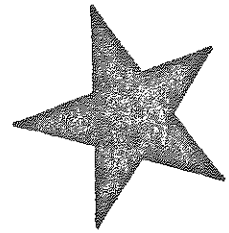
The Town of Oyster Bay Housing Authority ("Authority") respectfully request the lease renewal of the above property.

Thank you in advance for your consideration.

Very truly yours,

*James E. Picken*

James E. Picken  
Executive Director





RECEIVED

2012 JUN 11 AM 11:30

AGREEMENT HOUSING AUTHORITY

DATED: *June 5*, 2012

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN", and the TOWN OF OYSTER BAY HOUSING AUTHORITY, 115 Central Park Road, Plainview, New York 11803, a public corporation created by the State Legislature pursuant to the Public Housing Law, hereinafter referred to as "LESSEE".

WITNESSETH:

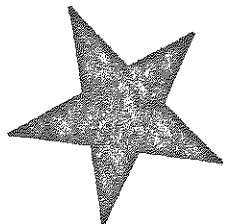
WHEREAS, the TOWN owns the property hereinafter described, which property was acquired for municipal purposes, and the LESSEE owns or leases property immediately adjacent to that described below which it uses for senior citizen and low income housing; and

WHEREAS, the TOWN does not at this time or for the term of this lease intend or propose to use the said property for TOWN purposes, and the Town Board of the Town of Oyster Bay, after due consideration, is of the opinion that the use to which the LESSEE proposes to put the said property, namely for park and play purposes, will not be detrimental in any way to the TOWN, and has agreed to lease the premises hereinafter described, for a period of ten (10) years, upon the condition that the said LESSEE assume all responsibility for maintenance of said premises and responsibility for all claims of whatsoever kind for damages arising out of or in any way connected or related to the use of the said premises by the LESSEE,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That the TOWN has agreed to lease, and by these present does hereby lease unto the LESSEE, subject to the conditions hereinafter set forth, the premises described as follows:

ALL that piece and parcel of land situate, lying and being at Hamlet of Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:



BEGINNING at a point in the northerly side of Glen Cove-Oyster Bay Road, 470.07 feet easterly of the corner formed by the intersection of the northerly line of Glen Cove-Oyster Bay Road and the easterly line of Glen Cove-Oyster Bay Road and the easterly line of Lake Avenue (Chancellor's Lane), running thence:

North 25° 40' 42" E, 306.39 feet; running thence  
North 64° 19' 18" W, 260.38 feet; running thence  
North 25° 40' 42" E, 20.00 feet; running thence  
South 64° 19' 18" E, 280.38 feet; running thence  
South 25° 40' 42" W, 330.52 feet; running thence  
North 52° 40' 00" W, 20.42 feet to a point and  
place of BEGINNING.

Said premises being a twenty (20) foot strip of land abutting the Town of Oyster Bay Housing Authority Project No. 4.

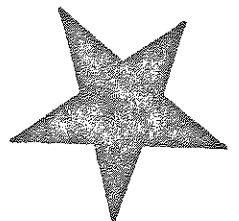
2. That the term of the lease covering the use of the above described premises is from March 15, 2011 through March 14, 2021.

3. That pursuant to and in accordance with section 124 of the Public Housing Law of the State of New York, the consideration for the lease of the subject premises is fixed at ONE (\$1.00) DOLLAR per year, payable in advance.

4. That the LESSEE will use the subject premises as a park and play area, in conjunction with its adjoining public housing facilities.

5. The LESSEE will furnish and keep in effect during the term of this lease a policy of insurance against liability for personal injuries, including death, having limits of not less than \$1,000,000 and \$500,000,000 property damage, said policy to be for the benefit of the Town of Oyster Bay, and to carry an endorsement that the insurer will not look to the Town of Oyster Bay for payment of any premium therefor.

6. The LESSEE agrees that it will not undertake any improvement of the premises without the prior written consent of the Town Board of the Town of Oyster Bay and that all such improvement of any kind or nature whatsoever shall be made at the sole cost and expense of the



LESSEE and that the same shall become and be the property of the Town at the expiration of the term fixed hereunder, or at the expiration of the term fixed by any extension, renewal or notice of termination hereof, if any.

7. The TOWN reserves the right to terminate this lease upon giving to the LESSEE sixty (60) days written notice of its intent so to do by mailing such notice by United States Mail addressed to the LESSEE.

8. The LESSEE covenants and agrees that at the expiration of the terms hereunder, it will quit, give up and surrender the premises subject to the lease in as good state and condition as they were in at the commencement of the term, reasonable use and wear excepted.

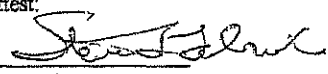
IN WITNESS WHEREOF, the Town of Oyster Bay has caused these presents to be signed by its Supervisor or authorized representative and the Town Clerk, and has caused the corporate seal of said TOWN to be hereunto affixed, and The Town of Oyster Bay Housing Authority has caused these presents to be signed by its chairman and its corporate seal to be hereunto affixed.

TOWN OF OYSTER BAY

By: 

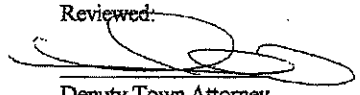
Supervisor

Attest:

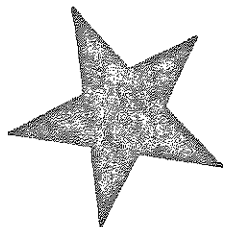
  
Town Clerk

THE TOWN OF OYSTER BAY HOUSING AUTHORITY

By: 

Reviewed: 

Deputy Town Attorney




STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On this <sup>5<sup>th</sup></sup> day of June, 2012, before me personally came John Venditto who, being by me duly sworn, did depose and say that he is the Supervisor of the Town of Oyster Bay, and that the seal affixed to the foregoing instrument is the corporate seal of the said Town, and that the said signed the said instrument and that the corporate seal was affixed thereto pursuant to a resolution duly adopted by the Town Board of the Town of Oyster Bay.

  
NOTARY PUBLIC

CAROL ANN STRAFFORD  
Notary Public, State of New York  
No. 04868071  
Qualified in Nassau County  
Commission Expires Oct. 30, 2013

STATE OF NEW YORK)

) ss.:

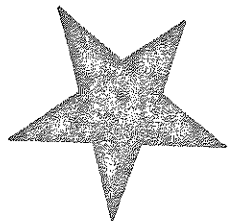
COUNTY OF NASSAU)

On this <sup>28<sup>th</sup></sup> day of June, 2012, before me personally came ROBERT St. Andrew me known, who, being by me duly sworn, did depose and say that he resides at 119 Southern Parkway, Plainville, New York, that he is the CHAIRMAN of The Town of Oyster Bay Housing Authority, a public 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 Board of Directors of the said corporation, and that he signed his name thereto by like order.

  
NOTARY PUBLIC

Mary Ellen Brooks  
Notary Public, State of New York  
No. 01BR6088278  
Commission Expires March 3, 2015

S:\Attorney\AGREEMENTS\TOB Hsng 2012.docx



**AGREEMENT**

DATED: , 2023

PARTIES: **TOWN OF OYSTER BAY**, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN", and

**TOWN OF OYSTER BAY HOUSING AUTHORITY**, a public corporation created by the State Legislature pursuant to the Public Housing Law, having its principal office at 115 Central Park Road, Plainview, New York 11803, hereinafter referred to as "LESSEE".

**WITNESSETH:**

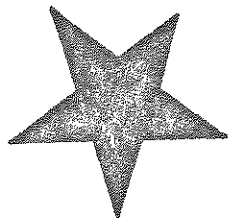
WHEREAS, the TOWN owns the property hereinafter described, which property was acquired for municipal purposes, and the LESSEE owns or leases property immediately adjacent to that described below which it uses for senior citizen and low-income housing; and

WHEREAS, the TOWN does not at this time or for the term of this lease intend or propose to use the said property for TOWN purposes, and the Town Board of the Town of Oyster Bay, after due consideration, is of the opinion that the use to which the LESSEE proposes to put the said property, namely for park and play purposes, will not be detrimental in any way to the TOWN, and has agreed to lease the premises hereinafter described, for a period of ten (10) years, upon the condition that the said LESSEE assume all responsibility for maintenance of said premises and responsibility for all claims of whatsoever kind for damages arising out of or in any way connected or related to the use of the said premises by the LESSEE,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That the TOWN has agreed to lease, and by these present does hereby lease unto the LESSEE, subject to the conditions hereinafter set forth, the premises described as follows:

ALL that piece and parcel of land situate, lying and being at Hamlet of Oyster Bay, Town of Oyster Bay, County of Nassau, State of New



York, bounded and described as follows:

BEGINNING at a point in the northerly side of Glen Cove-Oyster Bay Road, 470.07 feet easterly of the corner formed by the intersection of the northerly line of Glen Cove-Oyster Bay Road and the easterly line of Glen Cove-Oyster Bay Road and the easterly line of Lake Avenue (Chancellor's Lane), running thence:

North 25° 40' 42" E, 306.39 feet; running thence  
North 64° 19' 18" W, 260.38 feet; running thence  
North 25° 40' 42" E, 20.00 feet; running thence  
South 64° 19' 18" E, 280.38 feet; running thence  
South 25° 40' 42" W, 330.52 feet; running thence  
North 52° 40' 00" W, 20.42 feet to a point and  
place of BEGINNING.

Said premises being a twenty (20) foot strip of land abutting the Town of Oyster Bay Housing Authority Project No. 4.

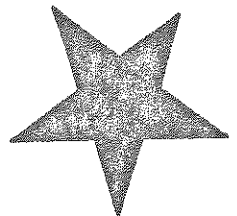
2. That the term of the lease covering the use of the above described premises is from October 1, 2023 through September 30, 2033.

3. That pursuant to and in accordance with section 124 of the Public Housing Law of the State of New York, the consideration for the lease of the subject premises is fixed at ONE (\$1.00) DOLLAR per year, payable in advance.

4. That the LESSEE will use the subject premises as a park and play area, in conjunction with its adjoining public housing facilities.

5. The LESSEE will furnish and keep in effect during the term of this lease a policy of insurance against liability for personal injuries, including death, having limits of not less than \$1,000,000 and \$500,000,000 property damage, said policy to be for the benefit of the Town of Oyster Bay, and to carry an endorsement that the insurer will not look to the Town of Oyster Bay for payment of any premium therefor.

6. The LESSEE agrees that it will not undertake any improvement of the premises without the prior written consent of the Town Board of the Town of Oyster Bay and that all such



improvement of any kind or nature whatsoever shall be made at the sole cost and expense of the LESSEE and that the same shall become and be the property of the Town at the expiration of the term fixed hereunder, or at the expiration of the term fixed by any extension, renewal or notice of termination hereof, if any.

7. The TOWN reserves the right to terminate this lease upon giving to the LESSEE sixty (60) days written notice of its intent so to do by mailing such notice by United States Mail addressed to the LESSEE.

8. The LESSEE covenants and agrees that at the expiration of the terms hereunder, it will quit, give up and surrender the premises subject to the lease in as good state and condition as they were in at the commencement of the term, reasonable use and wear excepted.

IN WITNESS WHEREOF, the Town of Oyster Bay has caused these presents to be signed by its Supervisor or authorized representative and the Town Clerk, and has caused the corporate seal of said TOWN to be hereunto affixed, and The Town of Oyster Bay Housing Authority has caused these presents to be signed by its chairman and its corporate seal to be hereunto affixed.

TOWN OF OYSTER BAY

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

Attest:

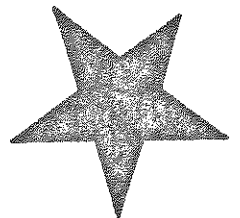
\_\_\_\_\_  
Town Clerk

THE TOWN OF OYSTER BAY HOUSING AUTHORITY

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

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney



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

On this      day of      , 2023, before me personally came  
who, being by me duly sworn, did depose and say that he is the      of the Town of Oyster  
Bay, and that the seal affixed to the foregoing instrument is the corporate seal of the said Town, and  
that the said signed the said instrument and that the corporate seal was affixed thereto pursuant to a  
resolution duly adopted by the Town Board of the Town of Oyster Bay.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)  
NASSAU ) ss.:

On this      day of      , 2023, before me personally came  
a, who, being by me duly sworn, did depose and say that he resides at      to  
ork, that he is the      of The Town of Oyster Bay Housing Authority, a public  
ration described herein and which executed the foregoing instrument; that he knows the seal of  
i corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed  
y order of the Board of Directors of the said corporation, and that he signed his name thereto by like  
order.

\_\_\_\_\_  
NOTARY PUBLIC



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 13th, 2023

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

SUBJECT: REVISED URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT

The Town is currently a party to an Urban County Qualification Cooperation Agreement, as previously approved by the Town Board in 2014. In accordance with the request from Housing and Urban Development (HUD), it is being requested that the Urban County Qualification Cooperation Agreement be updated and revised.

The purpose of this revision and update is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the Community Development Block Grant Program (CDBG), Home Investment Partnership Program (HOME) and its Emergency Solutions Grants Program (ESG).

The revised and updated agreement shall supplement any previous cooperation agreements entered between the Parties for purposes of the Community Development Block Program (CDBG) Qualification and shall replace and supersede any previously agreed upon provision, should such a provision conflict or be inconsistent with this Agreement.

The Agreement will be in effect for the three-year program period of Federal Fiscal Years 2024, 2025 and 2026. In addition, the Agreement will also be in effect until the CDBG, HOME and ESG funds and program income received are expended and the funded activities completed.

Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor or his designee to sign the revised Urban County Qualification Cooperation Agreement.

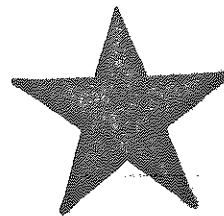
Kindly suspend the rules and place this matter on the October 17, 2023 Town Board action calendar.

*John P. ...*  
Deputy  
Commissioner

*Frank V. Sammartano*  
Frank V. Sammartano

Commissioner, Intergovernmental Affairs

FVS:pf



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

WHEREAS, the Town is currently a party to an Urban County Qualification Cooperation Agreement, as previously approved by the Town Board in 2014, and as such, has entered into annual Contract Agreements with Nassau County for the Town to receive and disburse block grants through the Department of Housing and Urban Development (HUD) Community Development Block Program (CDBG); and

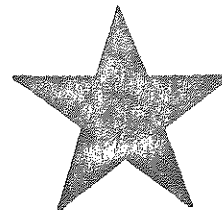
WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by John R. Sarcone, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 13, 2023, reported that in accordance with a request by HUD, a request has been made for the Town to execute an updated and revised Urban County Qualification Cooperation Agreement, the purpose of which is to establish legal mechanisms through which the County may apply for, receive and disburse federal funds available to eligible counties under the CDBG Program, Home Investment Partnership Program (HOME) and the Emergency Solutions Grants program (ESG), which updated and revised agreement will supplement, replace and supersede any previous cooperation agreements, including the 2014 Cooperation Agreement between the County of Nassau and the Town; and

WHEREAS, Commissioner Sammartano and Deputy Commissioner Sarcone, by said memorandum, advised that the new Revised Urban County Qualification Cooperation Agreement between the County of Nassau and the Town will be in effect for the three year program period of Federal Fiscal Years 2024, 2025, and 2026, and that the Agreement will also remain in effect until the CDBG, HOME, and ESG funds and program income are expended and the funded activities completed; and

WHEREAS, Commissioner Sammartano and Deputy Commissioner Sarcone, by said memorandum, requested that the Town Board authorize the Supervisor or his designee to execute the Revised Urban County Qualification Cooperation Agreement between the County of Nassau and the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor or his designee is hereby authorized to execute the Revised Urban County Qualification Cooperation Agreement between the County of Nassau and the Town.

-#-



**REVISED URBAN COUNTY QUALIFICATION  
COOPERATION AGREEMENT BETWEEN COUNTY OF NASSAU  
AND  
TOWN OF OYSTER BAY**

**THIS REVISED URBAN COUNTY QUALIFICATION COOPERATION**

**AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Agreement"), by and between the **County of Nassau**, a municipal corporation and one of the counties of the State of New York, having its principal office at the Executive Building, 1550 Franklin Avenue, Mineola, New York 11501, (hereinafter referred to as "COUNTY") and the **TOWN OF OYSTER BAY**, a municipal corporation of the State of New York, having its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771, (hereinafter referred to as "MUNICIPALITY"). County and Municipality are referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program ("CDBG Program"), provides federal funds to certain urban counties for eligible housing and community development activities therein; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program ("HOME Program") for eligible housing activities; and

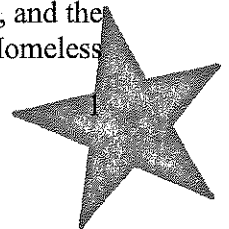
**WHEREAS**, Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, provides federal funds to certain urban counties through its Emergency Solutions Grants ("ESG Program") for eligible uses related to emergency shelters for the homeless, and for homelessness prevention and rapid re-housing assistance; and

**WHEREAS**, participation by the County under the "urban county" designation in the CDBG, HOME and ESG Programs requires that the Municipality and the County enter into a cooperation agreement in order to be included in the CDBG Urban County and HOME consortia; and

**WHEREAS**, the COUNTY has designated the Office of Community Development as the administrative agency for CDBG, HOME, and ESG Programs (hereinafter referred to as "AGENCY"); and

**WHEREAS**, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power either individually or jointly with one or more other municipal corporation, to apply for, accept and expend funds made available by the federal government either directly or through the State, in order to administer, conduct or participate with the federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

**WHEREAS**, applications for grants to finance community development and affordable housing programs under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended, and the McKinney-Vento Homeless



Assistance Act of 1987, as amended (collectively, the "Acts"), and any "eligible activities" thereunder are not inconsistent with the statutes of the State of New York; and

**WHEREAS**, the Municipality and the County previously entered into a cooperation agreement covering the same subject matter which has been subsequently amended and automatically renewed by resolution and remained in full force and effect for all consecutive three-year urban county qualification periods including FYs 2021, 2022 and 2023; and

**WHEREAS**, the Municipality has determined that it is desirable and is in the public interest for the Municipality to be included in the urban county for the three-year qualification cycle of FYs 2024, 2025 and 2026; and

**WHEREAS**, the Municipality acknowledges the County's authority to undertake or assist in undertaking essential community development and housing assistance activities; and

**WHEREAS**, the **Village Mayor/Town Supervisor/City Manager** of the Municipality, or his/her designee, is authorized to execute this Agreement; and

**WHEREAS**, the County Executive, or his designee, is authorized to execute this Agreement; and

**WHEREAS**, the cooperation between the County and the Municipality is essential for the successful planning of the CDBG, HOME and ESG Programs under an urban county designation by HUD.

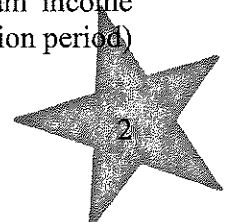
**NOW THEREFORE**, it is hereby agreed by the County and the participating Municipality as follows:

1. The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG, HOME and ESG Programs, and to take such actions in the benefits of these programs. Federal funds received by the County shall be for such functions as urban renewal, water and sewer facilities, neighborhood facilities, public facilities, open space, housing activities, prevention of homelessness, and such other purposes as are authorized by the Acts.

2. In addition to such assurances and agreements as may have been made by previously executed cooperation agreements, the County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specific urban renewal, and publicly assisted housing.

3. This Agreement shall supplement any previous cooperation agreements entered between the Parties for purposes of CDBG Urban County Qualification and shall replace and supersede any previously agreed upon provision should such a provision conflict or be inconsistent with this Agreement.

4. This Agreement shall be in effect for the three-year program period of Federal Fiscal Years 2024, 2025 and 2026, and until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year urban county qualification period) are expended and the funded activities completed.



5. The Parties understand and agree that neither the County nor the Municipality can terminate or withdraw from this Agreement while it remains in effect, except as allowed in legislation enacted by the US Congress for termination or withdrawal from the Urban County Program and as permitted by HUD. The Agreement shall remain in effect until expressly terminated by one of the Parties hereto but said termination may only occur at the end of each three-year urban county requalification period.

6. The County shall, by the date specified in HUD's urban county qualification notice for the next qualifying period, notify the Municipality by letter of its right not to participate. This Agreement will be renewed automatically for participation in successive three-year urban county qualification periods unless the County or the Municipality elect not to participate in a new qualification period in three-year intervals, provided written notices are given in conformity with HUD requirements as set forth herein. Copies of the County's notification to the Municipality of its right not to participate in a new qualification period, as well as the notice of the Municipality's decision not to participate in the renewal shall be sent to the HUD Field Office by the dates specified in the urban county qualification schedule of the applicable notice.

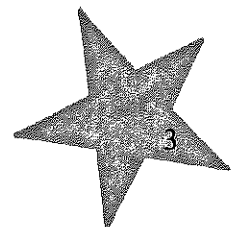
7. Nothing contained in this Agreement shall deprive the Municipality of any powers of zoning, development control, or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

8. The participating Municipality agrees not to apply for grants under the State CDBG Programs for the fiscal years during the period in which the Municipality participates in the urban county's CDBG Program. Nonetheless, while the Municipality may only receive a formula allocation under the HOME and ESG Programs as part of the urban county, it is not precluded by this Agreement from applying for HOME or ESG funds from the State of New York, provided the State allows it.

9. The County shall have the authority to carry out activities, which will be funded with annual CDBG, HOME and ESG Programs funds appropriated for FYs 2024-2026 and from any program income generated from the expenditure of such funds.

10. The eligible activities to be undertaken during the term of this Agreement will be chosen by the Municipality from those authorized by HUD Rules and Regulations governing the CDBG HOME and ESG Programs, and any regulations which may be applicable to future supplemental Federal Programs. The County shall have the final responsibility for selecting CDBG, HOME and ESG activities and annually filing grant application with HUD. In preparing such a grant application, the County shall give due consideration to the Municipality's analysis of community development needs and proposed activities.

11. The County will take full responsibility for and assume all obligations required of an applicant, including the analysis of needs, setting of objectives, development of community development and comprehensive housing affordability strategy plans, one-year community development program, assurances, and certifications, including HUD 424-B.



12. The County certifies that it is following an adopted Consolidated Plan as required by 24 CFR Part 91. The Parties agree to cooperate to fulfill housing goals established by the HUD approved Consolidated Plan for the period of this Agreement.

13. The County understands and agrees that it may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

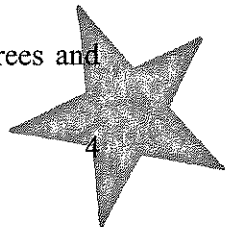
14. The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing as required under 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779) codified or to be codified at 24 CFR 5.151 and 5.152. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that urban county funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. Noncompliance with this provision is cause for sanctions and other remedial actions by HUD.

15. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. The County will notify the Municipality of its right to terminate its participation in the program based on the adoption of any such amendment. Failure by either Party to adopt any such amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HUD issued Urban County Qualification Notice applicable for subsequent three-year urban county qualification period, and to submit such amendment to HUD will void the automatic renewal of such qualification period.

16. The County and the Municipality each have adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.

17. By executing this Cooperation Agreement, the Municipality understands, agrees and acknowledges that:



- a. The Municipality may not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. The Municipality may receive a formula allocation under the HOME Program and ESG Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This, nonetheless, does not preclude the Municipality participating with the urban county from applying to the State for HOME and ESG funds if the State allows.
- c. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- d. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
- e. The Municipality must inform the County, through periodic reports requested by the County, of any income generated by the expenditure of CDBG and HOME funds received. All program income, including income received subsequent to project close-out or change in status of the Municipality must be paid to the County within ninety (90) days after the expiration of the term of this Agreement unless it is agreed by the Parties in writing that the Municipality may retain the income. All program income must be used exclusively for eligible activities as determined by the County and in accordance with CDBG and/or HOME Program requirements, as applicable.
- f. The Municipality shall keep and maintain appropriate records on the use of program income as required by the County as the county has the responsibility of monitoring and reporting income to HUD.
- g. The Municipality agrees that real property acquired or improved in whole or in part, using CDBG funds, will be used in accordance with the standards set forth in 24 CFR 570.505. The Municipality shall reimburse the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations. Program income generated from disposition or transfer of property prior to or subsequent to close-out or a change in status of the Municipality, or termination of this Agreement must be paid to the County unless otherwise agreed upon in writing.
- h. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the Municipality using CDBG funds (from the use planned at the time of the acquisition or improvement), including disposition, must be reported to the County. The County may approve the proposed modification or change of use. The Municipality shall not implement the modification or change in use without the County's approval.
- i. The Municipality may not terminate or withdraw from this Agreement, except if the County fails to requalify as an urban county, while it remains in effect until the CDBG, HOME, and where applicable ESG funds and income received with respect to the three-year qualification period are expended and the funded activities completed.

- j. The Municipality may not receive urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- k. The Municipality shall comply with the requirements, laws and policies of the CDBG, HOME and ESG Programs, and all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

18. The Municipality shall not discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, disability or familial status. The Municipality shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, national origin, disability or familial status. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause. The Municipality shall incorporate the foregoing requirements of this Section 18 in all its contracts and subcontracts for CDBG, HOME and ESG funded work.

19. The Municipality is subject to the requirements of Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, or lease, or other transfer of land acquired, cleared, or improved with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, disability, familial status, or national origin in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the Municipality and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality is undertaking its obligation in carrying out the programs assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

20. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, the Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that the Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.nassaucountyny.gov/1681/Human-Resources>

21. The Municipality shall indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of, incidental to or in any way connected with work done under this Agreement, and in



any way resulting from or related to this Agreement which the County, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of the Municipality, its employees, representatives, subcontractors, assignees, agents, vendors, or invitees. The rights and remedies of the County provided for in this Section 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

22. The Municipality shall further indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) incurred by the County as a result of a determination by HUD that activities undertaken by the Municipality under the Municipality's application failed to comply with any laws, regulations, or policies applicable thereto, or that any funds forwarded to the Municipality under this Agreement were improperly expended.

23. This Agreement shall apply to any supplemental program which HUD makes available through the CDBG, HOME or ESG Programs.

24. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

25. The governing body of the County and the governing body of the Municipality authorize this Agreement.

26. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the Parties have hereunto, pursuant to authorization from properly adopted resolution, executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

**COUNTY OF NASSAU**

By: \_\_\_\_\_  
Anissa Moore, Deputy County Executive  
Office of Community Development

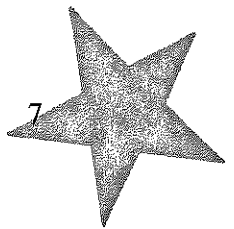
By: \_\_\_\_\_  
Arthur T. Walsh  
Chief Deputy County Executive

**TOWN OF OYSTER BAY**

**APPROVED AS PER CHARTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy County Attorney



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

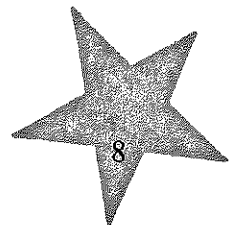
On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared, **Arthur T. Walsh**, Chief Deputy County Executive of the **County of Nassau**, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and the pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared, \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the **Town of Oyster Bay**, the municipal corporation described herein and which executed the above agreement; and that he/she signed his/her name thereto by resolution of its Board of Trustees.

\_\_\_\_\_  
Notary Public



Meeting of October 17, 2023

Resolution No. 765-2023

WHEREAS, on October 7, 2023, Hamas, an acronym for Harakat al-Muqawama al-Islamiya, a/k/a the Islamic Resistance Movement, conducted a coordinated and unprovoked attack within the State of Israel from the adjacent Gaza Strip; and

WHEREAS, the attack involved the firing of thousands of rockets into Israel, including upon major population centers; deployment of militants invading Israeli communities; kidnapping of approximately 200 men, women and children of various nationalities; killing approximately 1400 people, including at least 30 American citizens, with other Americans remaining unaccounted; and the wounding of thousands more people, resulting in the most significant and expansive attack upon the State of Israel since the 1973 Yom Kippur War; and

WHEREAS, contemporaneously with a declaration of war by Israel, more than 360,000 Israeli reservists were called into active duty to supplement the Israeli active military force, so to defend the State of Israel; and

WHEREAS, the Town of Oyster Bay joins the civilized world in denouncing these horrific acts of terror and demands the safe return of all hostages,

NOW, THEREFORE, BE IT RESOLVED, That the Town of Oyster Bay unequivocally condemns Hamas for the brutal and unprovoked attack upon the State of Israel; and be it further

RESOLVED, That the Town of Oyster Bay stands in solidarity with the State of Israel in condemning the brutal and unprovoked attack by Hamas and recognizing the State of Israel's right to defend itself so to protect its citizens from such violence and terrorism; and be it further

RESOLVED, That the Town of Oyster Bay supports the right of the State of Israel to exist as a sovereign nation, with full recognition of its borders and territory.

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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